



San Ysidro School District Governing Board

BOARD MEETING MATERIALS

Thursday,
May 23, 2024
5:00 p.m.

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



General Administration

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

SPECIAL MEETING OF THE GOVERNING BOARD
WEDNESDAY, APRIL 24, 2024
5:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Wednesday, April 24, 2024 and conducted its business meeting at the **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

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

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

MINUTES

1. **CALL TO ORDER** Who: Rosario Time: 5:03 p.m.

2. **ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members present:
Mrs. Irene Lopez, Board President - *Absent due to a medical appointment*
Mrs. Zenaida Rosario, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Board Member
Mrs. Rosaleah Pallasigue, Board Member

3. **FLAG SALUTE** by Board Vice President Zenaida Rosario

4. **AGENDA**

The Board approved the agenda.

Motion: Martinez Second: Pallasigue Vote: 4-0

5. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**

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

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING
 Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. **Approach the lectern and give your name.**

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

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

There were no public comments.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

Staff presented the following topics to the Board for guidance.

- Local Control Accountability Plan (LCAP) Goal #1: Student Achievement (Little)
- Declining Enrollment, Attendance & Otay Mesa Housing Developments (Adrianzen/Little/Iniguez)
- 2024 General Obligation Refunding Bonds, Series A (Adrianzen)
- Construction Projects Update (Iniguez/Knowles)

6.2 G.O. BOND FUND RE-PRIORITIZATION PLAN (Iniguez)

The Board approved the Revised Bond Fund Re-Prioritization Plan.

Motion: Martinez Second: Pallasigue Vote: 4-0

6.3 AGREEMENT WITH DAVY ARCHITECTURE, INC. (Iniguez)

The Board approved the Agreement with Davy Architecture, Inc. to provide Architectural Services for the 2024 field replacement project at Sunset School for \$23,870.00 on a not-to-exceed basis through August 2024.

Motion: Martinez Second: Pallasigue Vote: 4-0

6.4 AWARD RFP NO. 24-01 AND AGREEMENT WITH GAFCON, INC. FOR PROJECT MANAGEMENT/ OWNER REPRESENTATIVE SERVICES (Iniguez)

The Board awarded RFP No. 24-01 to and approved the agreement with Gafcon, Inc. to provide Project Management and Owner Representative Services for \$780,000.00 on a Time-and-Materials, Not-To-Exceed basis through December 2026.

Motion: Pallasigue Second: Rosario Vote: 4-0

6.5 AMENDMENT NO. 4 TO THE MASTER AGREEMENT WITH LORD ARCHITECTURE, INC. (Iniguez)

The Board approved Amendment No. 4 to the Master Agreement with Lord Architecture, Inc. to provide architectural services for the installation of 2 classroom portables and a science classroom revision into a UPTK classroom at Ocean View Hills School for the 2024-2025 school year for \$86,465.00 from Developer Fee funds.

Motion: Pallasigue Second: Martinez Vote: 4-0

6.6 AGREEMENT WITH AMERICAN MODULAR SYSTEMS VIA A PIGGYBACK AGREEMENT WITH SANTA CRUZ CITY SCHOOLS FACILITY SERVICES (Iniguez)

The Board approved the agreement with American Modular Systems to provide two 24'x40' portable classroom buildings for projected 2024-25 enrollment growth at Ocean View Hills using an existing "piggyback" agreement between American Modular Systems and Santa Cruz City Schools Facility Services. The cost implications of \$234,760.00 will be paid from Developer Fees funds.

Motion: Pallasigue Second: Rosario Vote: 4-0

6.7 RESOLUTION NO. 23/24-0035 TO PROCURE PURCHASES, WARRANTY, INSTALLATION, AND REPAIR OF SPORTING GOODS, EQUIPMENT AND SUPPLIES THROUGH THE DEPARTMENT OF GENERAL SERVICES (DGS) CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) (Iniguez)

The Board adopted Resolution 23/24-0035 for CMAS Contract No. 4-21-06-1085 with Wall 2 Wall Floor Coverings to purchase artificial turf and materials for the 2024 Field Replacement Project at Sunset School for \$310,996.00 from Bond Measure T.

Motion: Martinez Second: Pallasigue Vote: 4-0

7. ADJOURNMENT Time: 7:37 p.m.

Board Member Pallasigue made a motion to adjourn the meeting, seconded by Board Clerk Martinez. The vote was 4-0.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Russell Little, Assistant Superintendent Informational
of Educational Leadership and Action
Pupil Services and Oscar Madera,
Director of Special Education

AGENDA ITEM: APPOINTMENTS TO THE SOUTH COUNTY SPECIAL EDUCATION
LOCAL PLANNING AREA (SELPA) COMMUNITY ADVISORY
COMMITTEE (CAC)

BACKGROUND INFORMATION:

The South County Special Education Local Planning Area (SELPA) is involved in coordinating special education programming among school districts in the South County region, including the San Ysidro School District. The South County SELPA Community Advisory Committee (CAC) allows parents, teachers, and members of the community to provide input into the development and implementation of learning experiences for students with disabilities.

The CAC is an active committee. Pursuant to CAC Bylaws and Board Policy 0430, the District's Governing Board may appoint three voting members to the CAC to include one parent of a student with a disability, one general education teacher, and one special education teacher. Active CAC members shall attend regularly scheduled meetings of the CAC, participate in any applicable committees, work collaboratively with one another, and comply with CAC bylaws.

The CAC review committee received several applications from individuals interested in representing the San Ysidro School District as voting members of the South County SELPA CAC. The CAC review committee utilized a scoring rubric for each application and recommends for appointment by the Governing Board the top scoring individuals for the CAC to represent the San Ysidro School District in the categories of:

- 1 Special Education Teacher - received 3 applications
 - Maricela Cali - Special Education Teacher
 - 17 Years as a Special Education Teacher
 - San Ysidro Education Association Representative
 - Mentor Teacher/Coach
 - Specializes in Classroom Curriculum
- 1 General Education Teacher - received 3 applications
 - Consuelo Carranza
 - 20 Years as an Educator and Instructional Leader
 - Notable Special Education Experience
 - Extensive Tier 1 Instruction Experience
 - Member of the San Ysidro Education Collaborative
- 1 Parent - received 3 applications
 - Jacqueline Chan
 - Masters in Public Policy from the University of Southern California
 - Experience working with the Sanford Autism Advocacy Group
 - Parent of Students in the San Ysidro School District since 2015

RECOMMENDATION:

The CAC review committee received several applications from individuals interested in representing the San Ysidro School District as voting members of the South County SELPA CAC. The CAC review committee utilized a scoring rubric for each application and recommends for appointment by the Governing Board the top scoring individuals for the CAC to represent the San Ysidro School District in the categories of: 1 Special Education Teacher, 1 General Education Teacher, and 1 Parent.

LCAP GOAL AND ACTION/SERVICE:

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 23/24-0036 CALSHAPE PROGRAM GRANT
ACCEPTANCE AND AGREEMENT WITH CALIFORNIA ENERGY
COMMISSION

BACKGROUND INFORMATION:

The grant agreement with the California Energy Commission (CEC) is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 which provides grants to assess, maintain, adjust, repair or upgrade heating, ventilation and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program.

Resolution No. 23/24-0036 and Grant Agreement No. 23R5UA1168 in the amount of \$2,325,000.00 is to replace 42 ventilation units at Sunset Elementary School.

Agreement term ends 24 months after the effective date (approval signature date by the CEC).

RECOMMENDATION:

Adopt Resolution No. 23/24-0036 and approve Grant Agreement No. 23R5UA1168 with the California Energy Commission for the California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) for a Ventilation Program at Sunset School in the amount of \$2,325,000.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

GRANT AWARD
\$2,325,000.00

(Amount)

CalSHAPE Grant

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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

RESOLUTION NO. 23/24-0036

Resolution of

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

Name of Local Educational Agency

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

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

Governing Body

authorizes San Ysidro Elementary School District to apply for a

LEA Name

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

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

Governing Body

the grant is (Please select one)

not a project because _____

OR

a project that is exempt under Article 19, Section 15301, Class 1 because it consists of the maintenance and/or repair of existing mechanical equipment to meet current standards of public health.

OR

a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the Board of Education authorizes San Ysidro Elementary School District

Governing Body

LEA Name

to accept a grant up to \$ 2,325,000.00 and accept all grant agreement

Grant Amount Requested

terms and conditions.



RECIPIENT San Ysidro Elementary	AGREEMENT NUMBER 23R5UA1168
ADDRESS Paulo Azevedo 4350 Otay Mesa Road San Ysidro , CA 92173	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

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

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

EIMBURSABLE AMOUNT \$2,325,000.00
Total of REIMBURSABLE AMOUNT \$2,325,000.00

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

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS			

**EXHIBIT A
Scope of Work**

San Ysidro Elementary 3768379000000

Total Number of Sites 1

Site Name
Sunset Elementary

CDS Code
37683796093264

Sunset Elementary

Category

Unit Count

Repair	0
Replace	42
Upgrade	0

**EXHIBIT B
Budget**

San Ysidro Elementary 37683790000000

**Total Requested Amount
\$2,325,000.00**

Site Name
Sunset Elementary

Requested Amount
\$2,325,000.00

**Sunset Elementary
Category**

Design Construction Costs
Design Contingency Funds
Site Base Funds

Category Amount
\$1,152,500.00
\$1,152,500.00
\$20,000.00

Total Grant Award

Initial Payment
Final Payment

\$2,325,000.00
\$581,250.00
\$1,743,750.00

EXHIBIT C Contacts

CalSHAPE Program Staff

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

Confidential Deliverables/Products

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

Invoices, Progress Reports and Non-Confidential Deliverables to

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

EXHIBIT C Contacts

LEA Contact (Primary)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

EXHIBIT D

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

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

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

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

2. **Documents Incorporated by Reference**

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

Funding Documents

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

Program Guidelines

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

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

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

Federal Acquisition Regulations (*applicable to commercial organizations*)

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

Nondiscrimination

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

General Laws

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

3. **Standard of Performance**

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

4. **Due Diligence**

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

5. **Products**

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

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

- b. Failure to Submit Products

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

- c. Legal Statements on Products

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

LEGAL NOTICE

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

6. Amendments

a. Procedure for Requesting Extensions

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

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

b. Approval of Changes

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

7. Contracting and Procurement Procedures

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

a. Contractor's Obligations to Subcontractors

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

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

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

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

b. Flow-Down Provisions

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

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

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

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

c. Audits

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

d. Copies of Subcontracts

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

e. Conflicting Subcontract Terms

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

f. Penalties for Noncompliance

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

8. Payment of Funds

a. Timing of Payment

See Chapter 6, Section I, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

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

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

b. Reimbursable Cost Requirements

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

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

c. Payment Requests

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

d. Invoice Approval and Disputes:

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

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

e. Multiple Non-Energy Commission Funding Sources:

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

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

f. Reduced funding:

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

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

g. Allowability of Costs

- 1) Allowable Costs

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

2) Unallowable Costs

See Chapter 6, Section F, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

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

h. Final Invoice for Remaining Funds

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

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

j. Certification

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

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

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

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

b. Determination of Project’s Status

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

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

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

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

c. Subcontractors and Flow-down Requirements

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

d. Indemnification and Breach

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

e. Budget

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

f. Covered Trades

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

g. Questions

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

h. Certification

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

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

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

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

b. Accounting Procedures

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

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

c. Inspections, Assessment, and Studies

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

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

d. Audit Rights

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

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

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

e. Refund to the Energy Commission

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

f. Audit Cost

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

g. Match or Cost Share

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

12. Workers' Compensation Insurance

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

13. Permits and Clearances

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

14. Equipment

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

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

15. Stop Work

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

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

16. Termination

a. Purpose

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

b. With Cause

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

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

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

c. Without Cause

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

17. Indemnification

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

18. Reserved

19. Reserved

20. Intellectual Property

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

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

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

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

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

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

- d. Intellectual Property Indemnity

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

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

21. Reserved

22. General Provisions

a. Governing Law

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

b. Independent Capacity

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

c. Assignment

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

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

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

f. Waiver

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

g. Assurances

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

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
 - j. Prior Dealings, Custom, or Trade Usage
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
 - k. Survival of Terms
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
 - Legal Statements on Products (included in Section 5, "Products")
 - Payment of Funds (Section 8)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Equipment (Section 14)
 - Termination (Section 16)
 - Indemnification (Section 17)
 - Intellectual Property (Section 20)
 - Change in Business (see this section)
 - Access to Sites and Records (see this section)

23. *Certifications and Compliance*

- a. Federal, State, and Local Laws

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

b. Nondiscrimination Statement of Compliance

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

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

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

c. Drug-Free Workplace Certification

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

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

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

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

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

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

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

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.
- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.

- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 23/24-0037 CALSHAPE PROGRAM GRANT
ACCEPTANCE AND AGREEMENT WITH CALIFORNIA ENERGY
COMMISSION

BACKGROUND INFORMATION:

The grant agreement with the California Energy Commission (CEC) is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 which provides grants to assess, maintain, adjust, repair or upgrade heating, ventilation and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program.

Resolution No. 23/24-0037 and Grant Agreement No. 23R5UA1161 in the amount of \$1,560,000.00 is to replace 31 ventilation units at Willow Elementary School.

Agreement term ends 24 months after the effective date (approval signature date by the CEC).

RECOMMENDATION:

Adopt Resolution No. 23/24-0037 and approve Grant Agreement No. 23R5UA1161 with the California Energy Commission for the California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) for a Ventilation Program at Willow School in the amount of \$1,560,000.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

GRANT AWARD

\$1,560,000.00

(Amount)

CalSHAPE Grant

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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

RESOLUTION NO. 23/24-0037

Resolution of

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

Name of Local Educational Agency

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

NOW THEREFORE, BE IT RESOLVED, that the Board of Education
Governing Body

authorizes San Ysidro Elementary School District
LEA Name to apply for a

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

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), the Board of Education
Governing Body

the grant is (Please select one)

not a project because _____

OR

a project that is exempt under Article 19, Section 15301, Class 1 because
it consists of the maintenance and/or repair of existing mechanical equipment to meet current standards of public health.

OR

a project and _____
_____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the Board of Education
Governing Body authorizes San Ysidro Elementary School District
LEA Name

to accept a grant up to \$ 1,560,000.00
Grant Amount Requested and accept all grant agreement

terms and conditions.



RECIPIENT San Ysidro Elementary	AGREEMENT NUMBER 23R5UA1161
ADDRESS San Ysidro School District 4350 Otay Mesa Road San Ysidro , CA 92173	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

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

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

REIMBURSABLE AMOUNT \$1,560,000.00
Total of REIMBURSABLE AMOUNT \$1,560,000.00

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

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS			

**EXHIBIT A
Scope of Work**

San Ysidro Elementary 3768379000000

Total Number of Sites 1

Site Name
Willow Elementary

CDS Code
37683790123000

Willow Elementary

Category

Unit Count

Repair	0
Replace	31
Upgrade	0

**EXHIBIT B
Budget**

San Ysidro Elementary 37683790000000

**Total Requested Amount
\$1,560,000.00**

Site Name
Willow Elementary

Requested Amount
\$1,560,000.00

Willow Elementary

Category

Category Amount

Design Construction Costs
Design Contingency Funds
Site Base Funds

\$770,000.00
\$770,000.00
\$20,000.00

Total Grant Award

\$1,560,000.00

Initial Payment

\$390,000.00

Final Payment

\$1,170,000.00

EXHIBIT C Contacts

CalSHAPE Program Staff

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

Confidential Deliverables/Products

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

Invoices, Progress Reports and Non-Confidential Deliverables to

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

EXHIBIT C Contacts

LEA Contact (Primary)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

EXHIBIT D

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

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

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

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

2. **Documents Incorporated by Reference**

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

Funding Documents

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

Program Guidelines

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

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

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

Federal Acquisition Regulations (*applicable to commercial organizations*)

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

Nondiscrimination

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

General Laws

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

3. **Standard of Performance**

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

4. **Due Diligence**

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

5. **Products**

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

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

- b. **Failure to Submit Products**

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

- c. **Legal Statements on Products**

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

LEGAL NOTICE

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

6. Amendments

a. Procedure for Requesting Extensions

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

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

b. Approval of Changes

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

7. Contracting and Procurement Procedures

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

a. Contractor's Obligations to Subcontractors

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

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

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

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

b. Flow-Down Provisions

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

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

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

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

c. Audits

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

d. Copies of Subcontracts

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

e. Conflicting Subcontract Terms

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

f. Penalties for Noncompliance

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

8. Payment of Funds

a. Timing of Payment

See Chapter 6, Section I, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

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

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

b. Reimbursable Cost Requirements

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

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

c. Payment Requests

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

d. Invoice Approval and Disputes:

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

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

e. Multiple Non-Energy Commission Funding Sources:

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

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

f. Reduced funding:

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

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

g. Allowability of Costs

- 1) Allowable Costs

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

2) Unallowable Costs

See Chapter 6, Section F, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

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

h. Final Invoice for Remaining Funds

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

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

j. Certification

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

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

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

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

b. Determination of Project’s Status

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

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

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

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

c. Subcontractors and Flow-down Requirements

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

d. Indemnification and Breach

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

e. Budget

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

f. Covered Trades

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

g. Questions

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

h. Certification

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

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

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

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

b. Accounting Procedures

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

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

c. Inspections, Assessment, and Studies

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

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

d. Audit Rights

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

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

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

e. Refund to the Energy Commission

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

f. Audit Cost

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

g. Match or Cost Share

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

12. Workers' Compensation Insurance

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

13. Permits and Clearances

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

14. Equipment

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

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

15. Stop Work

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

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

16. Termination

a. Purpose

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

b. With Cause

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

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

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

c. Without Cause

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

17. Indemnification

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

18. Reserved

19. Reserved

20. Intellectual Property

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

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

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

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

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

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

- d. Intellectual Property Indemnity

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

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

21. Reserved

22. General Provisions

a. Governing Law

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

b. Independent Capacity

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

c. Assignment

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

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

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

f. Waiver

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

g. Assurances

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

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
 - j. Prior Dealings, Custom, or Trade Usage
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
 - k. Survival of Terms
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
 - Legal Statements on Products (included in Section 5, "Products")
 - Payment of Funds (Section 8)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Equipment (Section 14)
 - Termination (Section 16)
 - Indemnification (Section 17)
 - Intellectual Property (Section 20)
 - Change in Business (see this section)
 - Access to Sites and Records (see this section)

23. *Certifications and Compliance*

- a. Federal, State, and Local Laws

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

b. Nondiscrimination Statement of Compliance

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

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

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

c. Drug-Free Workplace Certification

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

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

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

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

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

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

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

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.
- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.

- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 23/24-0038
ADOPTING A FEE JUSTIFICATION STUDY AND APPROVING THE LEVY OF
INCREASED STATUTORY SCHOOL FEES ON NEW RESIDENTIAL AND
COMMERCIAL/ INDUSTRIAL DEVELOPMENT

BACKGROUND INFORMATION:

Pursuant to Education Code Section 17620 and Government Code Section 65995, et seq., the District is required to adopt a school fee justification study(ies) ("Fee Study") in order to justify the levy of statutory school fees on new residential and/or commercial/industrial developments. The maximum allowable statutory school fees are adjusted every two years by the State Allocation Board in January. The Fee Study, prepared by the California Financial Services, demonstrates that the District may impose the increased statutory school fees (maximum allowable due to the District's fee sharing agreement with Sweetwater Union High School District) in the amount of \$3.51 per square foot for new residential development and \$0.51 per square foot for new commercial/residential development. The funds generated are for the Community Facilities District to be used on capital facility improvements.

Prior to adopting the Fee Study and approving the fee increase, the Governing Board ("Board") agendized a public hearing for the proposed Fee Study and fee increase at a regularly scheduled public meeting and will respond to any comments it receives. Two Notices of Public Hearing were published in the Daily Transcript on May 10th and May 17th, 2024. The District's Fee Study was made available for public review as required by law for the adoption of the increased statutory school fees.

RECOMMENDATION:

Open/Close public hearing and approve Resolution No. 23/24-0038 adopting a fee justification study and approving the levy of increased statutory school fees on new residential and commercial/industrial development pursuant to Education Code Section 17620 and Government Code Section 65995.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 23/24-0038

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION APPROVING AND ADOPTING SCHOOL FACILITIES FEE
JUSTIFICATION REPORT AND AUTHORIZING INCREASE IN STATUTORY LEVEL 1
DEVELOPER FEES**

WHEREAS, Education Code section 17620, *et seq.*, and Government Code section 65995, *et seq.*, authorize the governing board of any school district within the state of California to levy a fee against residential, commercial and industrial development projects within the school district for the purpose of funding the construction and reconstruction of school facilities.

WHEREAS, the Board of Education ("Board") of the San Ysidro School District ("District") has previously adopted and imposed statutory school impact fees ("School Fees") for new residential, commercial and industrial development pursuant to Education Code section 17620.

WHEREAS, pursuant to Government Code section 65995(b)(3), the State Allocation Board, at its meeting in January 2024, increased the maximum amount of School Fees that may be imposed to \$5.17 per square foot of assessable space for residential developments and \$0.84 per square foot for commercial and industrial developments.

WHEREAS, where an elementary district and a high school district both serve an area, the districts must agree on the appropriate sharing of the maximum amount of School Fees set by the State Allocation Board, pursuant to Education Code section 17623.

WHEREAS, the District has such a sharing agreement under which the District may levy up to 61% of the maximum amount of School Fees, with the remainder available to Sweetwater Union High School District, and therefore the District is eligible to impose School Fees in the amounts of \$3.15 per square foot of assessable space for residential developments and \$0.51 per square foot for commercial and industrial developments.

WHEREAS, while the District currently has capacity in school housing that exceeds its current student enrollment, residential development and commercial/industrial development continue to generate additional students for the District's schools, and the District is required to provide facilities to accommodate these students.

WHEREAS, approximately 12,943 new residential units are anticipated to be constructed within the District's jurisdictional boundaries by calendar year 2050, and planning and enrollment data indicates that 0.4388 number of students will be generated for each new residential housing unit, resulting in a total of 5,680 new students anticipated as a result from new development.

WHEREAS, while the District currently has available capacity to house 1,293 of the students projected to be generated from future development, there are 4,387 new students that will be unhoused; therefore, the District does not have sufficient school facilities to house students generated by future development.

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of school facilities, including potential acquisition of school sites, construction

of new permanent school facilities, refurbishment of existing facilities, acquisition of interim School Facilities, lease or acquisition of portable classrooms to meet temporary needs, and central administrative and support facilities, to accommodate those anticipated unhoused students generated from new development and maintain a level of service commensurate with that presently existing.

WHEREAS, the total estimated average cost of providing school facilities for students generated from future residential development is approximately \$434,648,511; resulting in an estimated school facilities cost for future development being approximately \$33,582 per dwelling unit or \$19.64 per square foot.

WHEREAS, future commercial/industrial development will further generate additional students in the District and all categories of this development (except rental self-storage) will create an estimated School Facilities cost ranging from \$20.82 to \$6.74 per square foot, even after accounting for revenue from residential fees.

WHEREAS, the estimated facilities cost impact of residential development at \$19.64 per square foot is in excess of the maximum amount of \$3.15 per square foot that District may impose on new residential developments, and the estimated facilities cost impact of all categories of commercial/industrial development, excepting rental self-storage, is in excess of the \$0.51 per square foot that District may assess on commercial/industrial developments.

WHEREAS, the District's fee consultant prepared a School Facilities Fee Justification Report ("Fee Justification Report"), which analyzes the impacts of residential development and all categories of commercial/industrial development upon the District's enrollment, and the resulting needs for School Facilities, and the Board has received a copy of the Fee Justification Report (presented to the Board prior to this meeting and incorporated herein by reference).

WHEREAS, the Board reviewed and considered the findings in the Fee Justification Report, which analyzes the District's current school facilities, the estimated number of students which will be generated by new residential and commercial and industrial development projected within the District, the estimated number of students who may be unhoused based on District's current facilities and estimated number of students generated, and the estimated costs which will be required to construct permanent new School Facilities to accommodate the students generated by such development.

WHEREAS, the Fee Justification Report justifies the District's imposition of School Fees on residential construction as set forth in this Resolution by analyzing student generation rates for residential development projects and by demonstrating that new school facilities are necessary to accommodate enrollment resulting from such new development.

WHEREAS, the Fee Justification Report further justifies the District's imposition of School Fees on new commercial and industrial construction as set forth in this Resolution by analyzing specific categories of commercial and industrial development which were determined to impact the District's school facilities based upon the average employee per square foot of commercial/industrial development, and the school facilities cost calculated from those employees residing in the District.

WHEREAS, the findings in the Fee Justification Report demonstrate that the estimated costs of providing and maintaining school facilities for students generated by new development will exceed the maximum amount of revenue which will be collected from School Fees levied pursuant to Education Code section 17620, *et seq.* and Government Code section

65995, *et seq.*

WHEREAS, the increased School Fees levied against new residential, commercial and industrial development will be used to finance or fund school facilities necessary to accommodate and address students generated from new development, including but not limited to, potential acquisition of school sites, construction of new permanent school facilities, refurbishment of existing facilities, acquisition of interim School Facilities, lease or acquisition of portable classrooms to meet temporary needs, and central administrative and support facilities, to accommodate those anticipated unhoused students generated from new development and maintain a level of service commensurate with that presently existing.

WHEREAS, no city or county or the Department of Health Care Access and Information may issue a building permit for any new residential, commercial or industrial development within the District absent a certification of compliance by the owner/developer with the requirements regarding payment of school facilities fees as set forth in Education Code section 17620, *et seq.*, and Government Code section 65995, *et seq.*

WHEREAS, the District: (a) has made available to the public ten (10) days prior to its public hearing the proposed Fee Justification Report and data indicating the estimated cost required to provide the school facilities for which the increased School Fees are levied and the revenue sources anticipated to provide the school facilities as demonstrated in the Fee Justification Report; (b) published the notice of the hearing once at least ten (10) days prior to the hearing and a second publication five (5) days thereafter; (c) at least fourteen (14) days prior to this meeting, mailed to all interested parties who have requested in writing notice of the meeting on new or increased fees; and (d) held a duly noticed, regularly scheduled public hearing on this day, at which oral and written presentation was received regarding the Fee Justification Report and the proposed increase in School Fees.

WHEREAS, the appropriate land use jurisdictions will be notified of the increased School Fees levied by the District and will be requested to continue to work with the District to assure that the school facilities fee program benefits the residents and students of the community.

WHEREAS, as to the School Fees, Education Code section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with section 21000) of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED, by the San Ysidro School District Board of Education as follows:

Section 1. That the foregoing recitals are true.

Section 2. That, based on all available information, the Board has reviewed and confirmed that the Fee Justification Report accurately reflects current information and justifies the increase to School Fees pursuant to this Resolution, and hereby adopts the Fee Justification Report.

Section 3. That the Board hereby approves, adopts and increases the school fees as a condition of approval of new development projects within the boundaries of the District and imposes the School Fees on such development projects in the amounts identified below in accordance with the District's fee sharing agreement. Based on the foregoing, this Board hereby determines and approves:

a. To levy a fee on any new or other residential development, as described in Education Code section 17620(a), occurring within the District, in the amount of **\$3.15** per square foot of assessable space as such space is defined in Government Code section 65995(b)(1), and pursuant to the fee sharing agreement.

b. To levy a fee on categories of new commercial or industrial development, as described in Education Code section 17620(a), occurring within the boundaries of the District, in the amount of **\$0.51** per square foot of chargeable covered and enclosed space, as such space is defined in Government Code section 65995(b)(2), and pursuant to the fee sharing agreement; with the exception of rental self-storage (\$0.05 per square foot).

Section 4. That in accordance with Government Code section 66001(a)(1), the Board finds that the purpose of the School Fees imposed upon residential and commercial/industrial construction is to fund the construction and reconstruction of school facilities related to accommodate students generated by such new development upon which the School Fees are imposed.

Section 5. That in accordance with Government Code section 66001(a)(2), the Board finds that the School Fees imposed on residential construction and commercial/industrial construction (by category) will be used to finance the construction or reconstruction of school facilities related to accommodate and serve the students generated by such new development within the District and any other lawful use of School Fees as described in the Fee Justification Report and related documents, including, without limitation, the District's 2021 Facilities Master Plan, and that these school facilities are required to serve the students generated by the new residential development within the District; and that the use of the School Fees will include potential acquisition of school sites, construction of new permanent school facilities, refurbishment of existing facilities, acquisition of interim School Facilities, lease or acquisition of portable classrooms to meet temporary needs, and central administrative and support facilities, to accommodate those anticipated unhoused students generated from new development and maintain a level of service commensurate with that presently existing, with the specific location of new school facilities, reconstruction and refurbishment of existing school facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development.

Section 6. That in accordance with Government Code section 66001(a)(3), the Board finds that there is a roughly proportional, reasonable relationship between the use of the School Fees and the residential and new commercial/industrial construction within the District because the School Fees imposed on such construction by this Resolution will be used to fund school facilities which will be used to serve the students generated by such new construction.

Section 7. That in accordance with Government Code section 66001(a)(4), the Board finds that there is a roughly proportional, reasonable relationship between the residential and commercial/industrial construction upon which the School Fees are imposed and the need for school facilities in the District because new students will be generated from such new construction within the District and the District does not have student capacity in the existing school facilities, or does not have sufficient facilities at the District's standard level of service to accommodate these students.

Section 8. That in accordance with Government Code section 66001(b), the Board finds that the amount of the School Fees imposed on residential construction and commercial/industrial construction (by category) as set forth in this Resolution is roughly

proportional and reasonably related to, and does not exceed the cost of, providing the school facilities required to serve the students generated by such new construction within the District.

Section 9. That in accordance with Government Code sections 66001(c) and 66006, the Board finds that a separate fund ("Fund") of the District has been created or is authorized to be established for all monies received by the District for the deposit of School Fees imposed on construction within the District and that said Fund at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 10. That the Board finds that the monies of the separate Fund, consisting of the proceeds of School Fees, has been imposed for the purposes of constructing and reconstructing those school facilities necessitated by residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law.

Section 11. That in accordance with Education Code section 17620(a)(5), the School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code and, in addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year for reimbursement of the administrative costs incurred by the District in collecting the School Fees.

Section 12. That the Board hereby establishes a process that permits the party against whom the commercial/industrial Fees are imposed, the opportunity for a hearing to appeal that imposition of commercial/industrial Fees for commercial/industrial construction as required by Education Code section 17621(e)(2). The appeal process shall be as follows:

a. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial fees to be imposed or paying the commercial/industrial fees, pursuant to Education Code section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial fees. The party shall state in the written request the legal and factual grounds for opposing the imposition of commercial/industrial fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent with a copy to the Chief Business Official.

b. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

c. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial fees, the Superintendent, or designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial fees. The Superintendent, or designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.

d. The party against whom the commercial/industrial fees are imposed may appeal the Superintendent or designee's decision to the Board.

e. The party appealing the Superintendent's or designee's decision shall state in the written appeal the factual and legal grounds for opposing the imposition of the commercial/industrial fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent.

f. The possible grounds for that appeal to the Board include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

g. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial fees, the Superintendent, or designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial fees. The Board shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

h. The party appealing the imposition of the commercial/industrial fees shall bear the burden of establishing to the Board that the commercial/industrial fees are improper.

Section 13. That, in accordance with Education Code sections 17620(d) and 17621(c), District staff is hereby instructed to transmit certified copies of this Resolution, accompanied by all relevant supporting documentation including the Fee Justification Report and a map of the boundary area of the District subject to the School Fees, to all appropriate land use jurisdictions issuing building permits within the District, including applicable cities and counties and the Department of Health Care Access and Information, informing each of them of the District's adopted School Fees for development projects.

Section 14. That a certificate of compliance shall be issued for each development project for which there is compliance with the requirement for payment of the School Fees in the amounts specified by this Resolution. In the event a certificate of compliance is issued for the payment of School Fees for a development project, it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such certificate of compliance shall automatically terminate, and the appropriate official of the land use jurisdiction shall be so notified.

Section 15. That pursuant to Education Code section 17621(a), the increase in the District's School Fees pursuant to this Resolution will become effective sixty (60) days from the date of this Resolution (i.e., **Monday, July 22, 2024**), unless the Board adopts a separate resolution increasing the fees immediately on an urgency basis.

Section 16. That no statement or provision set forth in this Resolution, or referred to herein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 17. That, if any portion or provision of this Resolution is held invalid, the remainder thereof is intended to be and shall remain valid.

APPROVED, ADOPTED, AND SIGNED, this 23rd day of May 2024, with the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Irene Lopez, President

ATTEST:

Antonio Martinez, Clerk

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

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

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 23/24-0039 MAKING FINDINGS AND AUTHORIZING AN AMENDMENT TO CMAS CONTRACT WITH WALL 2 WALL FLOORING TO PROCURE INSTALLATION SERVICES FOR THE SUNSET ELEMENTARY SCHOOL FIELD REPLACEMENT 2024 PROJECT

BACKGROUND INFORMATION:

On April 24, 2024, the Board approved Resolution No. 23/24-0035, which authorized the procurement of certain goods/materials for the Field Replacement Project at Sunset ES (“Project”) via CMAS Contract No. 4-21-06-1085 for \$310,966.00. This purchase was approved under the authority provided by Public Contract Code section 10290 et seq., where the District and California public agencies are permitted to purchase certain goods and services from contracts bid and awarded by the Procurement Division of the California Department of General Services (“DGS”) pursuant to the California Multiple Award Schedule (“CMAS”) Program.

District staff has now identified a pressing need for installation work to be completed for the Project during the Summer of 2024, and there is no longer time to separately competitively bid such installation work in time for work to commence and be completed over the summer when students are not on campus. Given that the CMAS contract does actually include both the equipment/materials and all labor necessary to perform the installation work for the Project, and there is no competitive advantage to be gained by separately bidding the work, the District may amend its contract with the CMAS contractor to include the installation work. Work also includes resurfacing deteriorating playground surfaces with artificial turf on top of rubber surfaces. As further described in the attached Resolution No. 23/24-0039 demonstrates that the District may make the required findings to approve an amendment to the previously approved contract to complete all Project work this summer. The installation services are estimated at \$399,137.56.

Approval of Resolution No. 23/24-0039 will make all appropriate findings needed to complete the purchase and installation of the equipment/materials for the Project by the anticipated date of July 26, 2024. Total CMAS construction cost materials and installation for this Project is \$710,103.56

RECOMMENDATION:

Approve Resolution No. 23/24-0039 making findings and authorizing an amendment to CMAS Contract No. 4-21-06-1085 with Wall 2 Wall Commercial Floorcoverings to procure the installation services for the Turf Replacement Project at Sunset School at an estimated cost of \$399,107.56 to be paid from G.O. Bond Measure T.

LCAP GOAL AND ACTION/SERVICE: Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		
Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
\$399,107.56 <small>(Amount)</small>	General Obligation Bond Measure T <small>(Name of funding source and/or location)</small>	

Recommended for: Approval Denial Certification Requested Yes No

San Ysidro School District

RESOLUTION NO. 23/24-0039

MAKING FINDINGS AND AUTHORIZING AN AMENDMENT TO CMAS CONTRACT WITH WALL 2 WALL FLOORING TO PROCURE INSTALLATION SERVICES FOR THE SUNSET ELEMENTARY SCHOOL FIELD REPLACEMENT 2024 PROJECT

ON MOTION of Member _____, seconded by Member _____ the following resolution is adopted:

WHEREAS, the State of California Department of General Services (DGS) awards contracts for the purchase of equipment, software, and services available for use by State of California agencies and any city, county, district, or other local governmental body or corporation empowered to expend public funds. San Ysidro School District may purchase under that contract at the same price and upon the same terms and conditions as the State of California and;

WHEREAS, San Ysidro School District may select any or all goods and services meeting its needs and specifications from the list of items available through the California Multiple Award Schedule (CMAS);

WHEREAS, pursuant to Resolution No. 23/24-0035, the District previously authorized the purchase of certain goods/materials through a CMAS contract, Contract No. 4-21-06-1085 according to the codes and regulations applied to CMAS purchases determining it is in the District’s best financial interest to do so and/or, as necessary as the most expedient method to purchase supplies or equipment for the Sunset Elementary School – Field Replacement 2024 Project (“Project”);

WHEREAS, the District has now identified a critical need to obtain the labor necessary to install the equipment/materials purchased pursuant to CMAS Contract No. 4-21-06-1085, and the underlying CMAS contract does actually include both the equipment and materials, as well as pricing for all labor necessary to complete the installation;

WHEREAS, the needed labor/installation work being completed by the vendor will also help to preserve the warranty on the equipment and materials; and

WHEREAS, such installation and labor under a CMAS contract is permissible when it is incidental and necessary to the procurement of the goods, materials, equipment and/or services contemplated by the CMAS procurement; and

WHEREAS, in addition to this CMAS exception for incidental labor, a legal exception to generally applicable competitive bidding requirements also exists when a public agency determines that such a competitive selection/public bidding process would produce no competitive advantage for the public agency or would be futile because the nature of the procurement (*See Graydon v. Pasadena Redevelopment Agency, et al.* (1980) 104 Cal. App 3d 631, 635.); and

WHEREAS, given the District’s need for the completion of the procurement and installation of the equipment/materials during the Summer of 2024, as well as the fact all assembly/installation work being completed by the vendor will preserve the District’s warranty on

the equipment/materials, these facts also support a “no competitive advantage” finding for this procurement.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED by The Governing Board that:

Section 1. The foregoing recitals are true and correct.

Section 2. For all of the reasons set forth herein, the Board hereby approves the procurement of the labor/installation work for the equipment/materials set forth in CMAS Contract No. 4-21-06-1085 and finds that all such labor/installation work necessary to complete such installation is incidental to the procurement.

Section 3. The totality of the facts and circumstances of this procurement also justify a “no competitive advantage” finding authorization for the labor/installation work contemplated by this procurement.

Section 4. The Board authorizes and delegates authority to the Superintendent, or her designee, to execute an Amendment to the CMAS contract as well as any other documents, and to take any actions necessary to complete this procurement and installation of the equipment/materials under the same terms and conditions of CMAS Contract.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at San Ysidro, California, on May 23, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

This is to certify that the foregoing document is a true copy of the Resolution of the Governing Board of the San Ysidro School District of San Diego County.

Antonio Martinez
Clerk of the Governing Board

State of California

MULTIPLE AWARD SCHEDULE

Town & Country Flooring Company which will do business in California as **Wall 2 Wall Commercial Floorcoverings**

CMAS NUMBER:	4-21-06-1085
CMAS TERM DATES:	6/22/2021 through 11/11/2025
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	<u>December 1, 2017</u> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>GS-03F-015DA</u>
BASE SCHEDULE HOLDER:	Town & Country Flooring Company

This CMAS provides for the purchase, warranty, installation, and repair of sporting goods equipment and supplies. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](#) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide contract listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide%20contract%20listing)). This requirement is not applicable to local government entities.

The services provided under this CMAS are only in support of the products covered by this CMAS.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions.

Original Signature on File

Effective Date: **6/22/2021**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

Agency non-compliance with the requirements may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements may result in termination.

CMAS RESTRICTION FOR CARPET PURCHASES

The Department of General Services' Office of Sustainability has determined that all carpet purchased by state agencies be made at the ANSI/NSF-140 Platinum level. The Governor's Executive Order B-18-12 Ordered that the State agencies purchase and use environmentally preferable products that have a lesser or reduced effect on human health and the environment. Carpet that is 3rd party certified to ANSI/NSF-140 Platinum level meets the requirement.

IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Floor Cov-Hardwood
Floor Cov-Linoleum
Floor Cov-Rubber Sheeting/Tile
Floor Cov-Sport Flooring
Floor Cov-Synthetic Turf

AVAILABLE PRODUCTS AND/OR SERVICES

All of the products and services in the base schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Order-Level Materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed or emailed to the following:

**Wall 2 Wall Commercial Floorcoverings
350 10th Avenue, Suite 1000
San Diego, CA 92101
Attn: Alex El Guindi**

E-mail: alex@w2wsport.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Scott Bohrer
Phone: (619) 550-7369
E-mail: scott@w2wsport.com**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html.

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 097869913. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains prompt payment discounts. See the base schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

WARRANTY

For warranties, see the base schedule, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

DELIVERY

84 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) shall follow the instructions below whenever the weight of the purchase is 100-lbs or more and F.O.B. Destination, Freight Prepaid is not used.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the purchase order in the format shown below.

Shipping Instructions:

Supplier route via:

Carrier's telephone number: _____

Annotate bill/s of lading as follows:

"Freight for account of State of California. Tender Number: _____ applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT." Estimated Freight charges: _____.

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____ UPS account number applies.
State of California Purchase Order Number_____. SHIP COLLECT. Estimated UPS charges: _____.

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

CMAS Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the CMAS contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FISCal, Chapter 5 (FISCal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website (www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx), select Standard STD Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS agreements on a single FISCAL purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Standard 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS agreements. A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners lists (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: www.dgs.ca.gov/OFS/Price-Book.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

WITHHOLD LANGUAGE (SB588)

Option 1 – Withhold Language

Upon delivery or completion of ordered goods or services, for which the Contractor committed to DVBE subcontractor participation, state departments shall require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor shall provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after thirty (30) calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

Option 2 – No Withhold Language

During the contract term, and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the Department of General Services (DGS), Real Estate Services Division (RESD) website (www.dgs.ca.gov/RESD) if you have questions about these types of transactions.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

NOTE: In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board (www.cslb.ca.gov) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 746494. This is a Class C15, C-61/D12, and C-61/D34 license that is valid through 3/31/2022.

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the products and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000.00, or less, the total dollar value of all NSP products included in a purchase order shall not exceed \$5,000.00. For orders exceeding \$250,000.00, and at the option of the contractor, the total dollar value of all NSP products in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000.00 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a "clean" install (typically new construction) or to prepare an "unclean" site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services from the contract) must not exceed the total product cost.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Any other item or class of items specifically excluded from the scope of this contract.
4. Public Works components NOT incidental to the overall project requirements.
5. Installation Services
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base schedule, except as follows:

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS supplement is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

This CMAS contains prompt payment discounts. See the base schedule for the specific percent of discount.

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCal, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book (www.dgs.ca.gov/OFS/Price-Book).

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the DGS Price Book.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
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Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and then select “File a CMAS Quarterly Report”.

Important things to remember regarding CMAS Quarterly Business Activity Reports:

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies.
- New CMAS agreements and supplements will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	January 1 to March 31	Due April 15
Quarter 2	April 1 to June 30	Due July 15
Quarter 3	July 1 to September 30	Due October 15
Quarter 4	October 1 to December 31	Due January 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the [DGS Price Book](#).

CMAS contractors cannot charge local government agencies an additional charge on a separate line item to cover the incentive fee. The CMAS contractor must include the incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base schedule prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit **along with the applicable Quarterly Report**. See the provision in this CMAS entitled “Contractor Quarterly Report Process” for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at [Cal eProcure](#) (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Base schedule terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

Important: To ensure that we can meet your need, it is best that we receive your request at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadline due-date for procurement documents.

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784



Sunset Elementary School - Turf Field + Turf Playgrounds LABOR ONLY

TOTAL \$399,107.56

Item	Per Unit Cost	Total Units	Total Cost
SIN 339920S SHAW 711SG 5GALADH1PTTurf Adhesive (5 gallon)	477.00	120	\$57,240.00
SIN 339920S SHAW 163SG SEAM TAPE 12" 12"x328' roll	143.12	25	\$3,578.00
SIN 339920S Town&Country Flooring, PREPWD, Standard Prep	1.50	66000	\$99,000.00
SIN 339920S Town&Country Flooring, INSTL-SOCAL, Standard Installation Rate Athletic Floor Covering	3.00	66000	\$198,000.00
SIN 339920S Town&Country Flooring, PAINT1, Painted Gameline Striping (provide&install)	3.00	255	\$765.00
Freight			\$5,000.00
Travel			\$5,000.00
SalesTax			\$4,573.00
NSP			
Rentals			\$10,000.00
3/8" Crushed Rock Class II Base			\$3,000.00
D.G.			\$2,000.00
Header Boards			\$7,000.00
			\$395,156.00
Payment Bond 1%			\$3,951.56
TOTAL:			\$399,107.56

CMAS contract number is 4-16-78-0079A
 CA licence - C746494

Accepted By: _____

Accepted Date: _____



PROPOSAL

Sunset Elementary School
3825 Sunset Ln
San Ysidro, CA 92173
(619) 428-1148

Date: 5/8/24
Sales Person: Chad Johnson

Job Number: 650096
Job Name: Sunset ES - Turf Field Replacement - LABOR ONLY
Contract: CMAS# 4-16-78-0079A

PROPOSAL AMOUNT
\$294,232.56

Payment in full is due upon completion of project

PROPOSAL INCLUDES THE FOLLOWING:

INCLUDES ALL LABOR, EQUIPMENT , SUNDRIES, BONDING AND APPLICABLE TAXES TO INSTALL
 DEMO AND DISPOSE EXISTING ARTIFICIAL TURF FIELD AND PAD
 CLASS II SUBBASE REGRADE W/ 3'8" CRUSHED ROCK, 12 CUBIC YARDS (15 TONS)
 INSTALL APPROX 55,000SF NEW SHAWGRASS MULTI USE 8MM SHOCK PAD
 INSTALL APPROX 55,000SF NEW SHAWGRASS IMAGINATION CREATIVITY 1.5" PLAYFIELD TURF
 INCLUDES 1.5LBS - 2.5LBS/SF SILICA SAND + SHAW HYDROCHILL SAND ON TOP PER MANUFACTURER SPECIFICATIONS
 INCLUDES SUNDRIES, IE: SEAMING TAPE, ADHESIVE, HEADER BOARDS
 INCLUDES 10-YEAR COMMERCIAL WARRANTY - SHAWGRASS
 INCLUDES 1% PAYMENT BOND

DOES NOT INCLUDE ANY ADDITIONAL LOGOS, GMAX TESTING, OR INDEPENDENT TESTING
DOES NOT INCLUDE ANY SURVEYS, MAINTENANCE VISITS, MAINTENACNE TRAIING OR GROOMING EQUIPMENT
ASSUMES THE EXISTING DRAINAGE IS STILL IN PLACE AND WORKING
DOES NOT INCLUDE REPAIRS TO DRAINAGE AREAS
DOES NOT INCLUDE ANY UNFORSEEN ISSUES WITH THE SOIL OR SUBBASE
DOES NOT INCLUDE ANY DELAYS DUE TO WEATHER

Additional Terms
*Customer agrees

Sincerely,

Chad Johnson
Account Executive

SIGN IN BOX AT RIGHT TO ACCEPT PROPOSAL



PROPOSAL

Sunset Elementary School
3825 Sunset Ln
San Ysidro, CA 92173
(619) 428-1148

Date: 5/8/24
Sales Person: Chad Johnson

Job Number: 650116
Job Name: Sunset ES - (5) Turf Playgrounds LABOR ONLY
Contract: CMAS # 4-16-78-0079A

PROPOSAL AMOUNT
\$104,875.00

Payment in full is due upon completion of project

PROPOSAL INCLUDES THE FOLLOWING:

- All labor and applicable taxes to install
- Cut out and dispose of existing poured-in-place surface around perimeters of (5) playgrounds
- Nail or staple composite and/or treated lumber installed at 1/2" to 3/4" below top of border
- The nailer is attached to the concrete with TapCon screws, with the depth of the nailer being at 1" below final grade
- Backfill the cut out areas around the perimeter with Decomposed Granite (DG)
- Skim coat the existing poured in place surface with adhesive and level out low spots
- Synthetic turf, Shawgrass Imagination Creativity 1.5", installed per manufacturer's recommendations
- 1.5 - 2.5 lbs/sf of infill, Shawgrass Hydrochill Sand + 20-40 mesh silica sand, installed per manufacturer's recommendations
- S/F Based on: 11,130sf (including waste)
- Includes 10-year outdoor manufacturer's warranty

**QUOTE ASSUMES THE EXISTING DRAINAGE IS STILL IN PLACE AND WORKING
DOES NOT INCLUDE REPAIRS TO DRAINAGE AREAS
DOES NOT INCLUDE ANY UNFORSEEN ISSUES WITH THE SUBBASE**

Additional Terms

- *Customer shall pay for project materials in full upon receipt.
- *Customer agrees to pay a 1.5% per month finance charge on delinquent balances.
- *Customer agrees to pay an additional 3% for payments made by credit card.

Sincerely,

CHAD JOHNSON
ACCOUNT EXECUTIVE

SIGN IN BOX AT RIGHT TO ACCEPT PROPOSAL

SAN YSIDRO SCHOOL DISTRICT

STANDARD TERMS AND CONDITIONS

TO PURCHASE ORDER (“PO”)

ARTICLE 1. DEFINITIONS: The Term “Buyer” or “District” as used in this PO means the SAN YSIDRO SCHOOL DISTRICT, and the term “Seller” means the person, firm, or corporation from whom the commodity or service described in the PO it ordered. The term “Material, Equipment, and/or Services” includes materials, supplies, equipment, drawings, data and other property to be furnished and all services including but not limited to, design, delivery, installation, inspection, and testing specified or required, to furnish any material, equipment, and/or services contemplated by the PO.

ARTICLE 2. ACCEPTANCE OF THE PO: The attached Acceptance Copy shall be signed and returned by the Seller within ten (10) calendar days after it is received by the Seller. The receipt by the Buyer of the signed Acceptance Copy or the initiation of performance under this PO by the Seller shall constitute acceptance of the PO by the Seller, including all of the terms and conditions herein. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by an authorized representative of the Buyer’s Purchasing Department.

ARTICLE 3. COMPLETE AGREEMENT: This PO, including all applicable terms, conditions and specifications, shall constitute the sole and exclusive agreement between the parties. This PO supersedes all other writings and negotiations written or oral. Buyer will not be responsible for goods delivered or services rendered without a PO properly signed by the Buyer Purchasing Agent or authorized agent. When this PO covers a continuing service rendered over a stated period of time, Seller must obtain a new PO upon expiration of the time period to authorize the continuance of the service for an additional period of time.

ARTICLE 4. DEFAULT: The Buyer may terminate the whole or any part of Seller’s work in any one of the following circumstances: (1) If the Seller fails to make delivery or fails to perform within the time specified herein or any authorized extension thereof; or (2) If Seller delivers nonconforming goods; or (3) If Seller fails to perform in accordance with the material provisions of this PO, or so fails to make progress as to endanger performance of this PO in accordance with its terms. In the event of any such failure Buyer will provide Seller with written notice of the default and Buyer’s intention to terminate for default if Seller fails to cure the default to Buyer’s satisfaction within seven calendar days of Buyer’s notice. If Seller fails to cure or correct the default to Buyer’s satisfaction within three (3) days written notice, Buyer may, without further notice to Seller, procure upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this PO to the extent not terminated. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this PO.

ARTICLE 5. CHANGES: Buyer may direct in writing changes, including additions to or deletions from the quantities originally ordered, or in the specifications or drawings. If any such change causes a material increase or decrease in the cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the price or schedule. Any claims for adjustment which Seller believes result from any change directed by Buyer shall be asserted in writing by Seller no later than five (5) days from the date of Seller’s receipt of any such direction. Equitable adjustments for any claims or changes under this agreement, including claims arising from terminations or suspensions directed under DEFAULT above, of this agreement, will be made by written Change Order. Nothing contained herein shall excuse Seller from

proceeding with the change as directed prior to negotiation of any adjustment. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer’s Purchasing Department.

ARTICLE 6. INVOICES: Unless otherwise specified in the PO, Seller shall send Buyer a single invoice upon completion of performance. Payment shall not be made prior to receipt and acceptance of items and an invoice.

ARTICLE 7. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 8. RIGHT TO AUDIT: Buyer reserves the right to access and audit the Seller’s records related to the PO for a period of four (4) years after payment of any invoice.

ARTICLE 9. TITLE AND RISK OF LOSS: All prices shall be F.O.B. Destination. The Seller shall be responsible for safe and adequate packing of the items, which shall conform to the carriers’ requirements. The Seller shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing this PO number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefor is set forth in this PO. Seller shall assume and pay for any and all loss or damage to the merchandise from any cause whatsoever until delivered to Buyer at the specified destination.

ARTICLE 10. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol on District property will not be tolerated.

ARTICLE 11. DELIVERY: Timely performance and deliveries are essential to this PO. The Buyer reserves the right to refuse deliveries made in advance of the delivery schedule. Over shipment allowances, if authorized, will be applied to the entire order. If the Buyer agrees to accept deliveries after the date of delivery has passed, the Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this PO by the most expeditious means, and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of the Buyer’s right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller’s obligation to make future deliveries in accordance with the delivery schedule.

ARTICLE 12. DELAYS: Seller will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition which is beyond Seller’s reasonable control and without Seller’s fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot are examples of events which will be excusable for being beyond Seller’s reasonable control, only upon fulfillment of the following conditions: (a) within seven (7) days of the commencement of any excusable delay, Seller shall provide Buyer with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof, and (b) within seven (7) days of the cessation of the event causing delay Seller shall provide Buyer with

written notice of the actual delay incurred, upon receipt of which, the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

ARTICLE 13. INSPECTION AND APPROVAL: All items are subject to final inspection and approval after delivery to Buyer. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this PO, the Buyer shall have the right to require Seller to correct or replace them. Final acceptance or rejection shall be made by the Buyer as promptly as practicable after delivery. Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud, or with respect to the Buyer's rights under the "Warranty" clause.

ARTICLE 14. WARRANTIES-GUARANTEES: The Seller warrants that the materials, equipment or services, at time of delivery, shall conform to the Buyer's specifications, the requirements of this PO, approved sample or samples, if any, and are free from defects in design, material and workmanship. Unless otherwise specified in the PO, this warranty shall remain in effect for a one (1) year period after delivery or for such period of time as the item is normally warranted. At the Buyer's option, the Seller shall promptly either repair or replace defective items after receipt of the Buyer's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Seller. Seller also warrants that said merchandise is free and clear of all liens and encumbrances whatsoever and the Seller has good and marketable title to same, and Seller agrees to indemnify, defend and hold the Buyer, its officers, agents and employees free and harmless against any and all claimants to said merchandise.

ARTICLE 15. COMPLIANCE WITH ALL APPLICABLE LAWS: Seller's performance shall in all ways strictly conform with all applicable State, Federal and local laws, regulations, safety orders, and working conditions to which it is subject including, but not limited to, safety rules and regulations prevailing wages under the California Labor Code. Seller shall execute and deliver any and all documents as may be required to effect or evidence compliance.

ARTICLE 16. EQUAL OPPORTUNITY EMPLOYER: It is the policy of Buyer that in connection with all materials furnished or work performed under this PO, there be no discrimination against employees because of race, religion, color, sex or national origin, and therefore the Seller agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practices Act.

ARTICLE 17. PERMITS OR LICENSES: Seller and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, and by the City, in connection with the furnishing of Material, Equipment, and/or Services herein requested.

ARTICLE 18. INDEMNITY: Seller assumes all risk in connection with performance or non-performance of this PO. Seller shall indemnify, defend, and hold harmless Buyer and its elected officials, officers and employees, from all liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims (including attorneys' fees and costs) of any kind or nature which may be caused by or arise from furnishing the Material, Equipment, and/or Services, whether such activities or performance thereof be by Seller or by anyone directly or indirectly employed or contracted with by Seller, and whether such liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims (including attorneys' fees and costs) shall accrue or be discovered before or after termination of this agreement.

ARTICLE 19. TAXES: Unless prohibited by law, Seller shall pay and has included in the prices of this PO any federal, state or local tax,

transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery.

ARTICLE 20. TERMINATION FOR CONVENIENCE: Buyer shall have the right to terminate this PO in whole or in part at any time, and from time to time, by written or telegraphic notice effective upon receipt by Seller of such notice, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with Buyer's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this PO. Upon termination, Contractor shall be compensated only for those services or goods which have been adequately rendered and delivered to the District through the effective date of such termination. Contractor shall be entitled to no further compensation. However, said payment shall not exceed the price specified herein for such items. Seller shall advise the Buyer, in writing, of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination. Termination in accordance with this article shall not affect Buyer's obligation to pay for items accepted by Buyer prior to such termination.

ARTICLE 21. GOVERNING LAW; VENUE; DEFINITIONS: The definition of terms used, interpretation of this PO and rights of all parties hereunder shall be construed under and governed by the laws of the State of California. Any litigation with respect to this PO shall be brought and conducted in San Diego County, California.

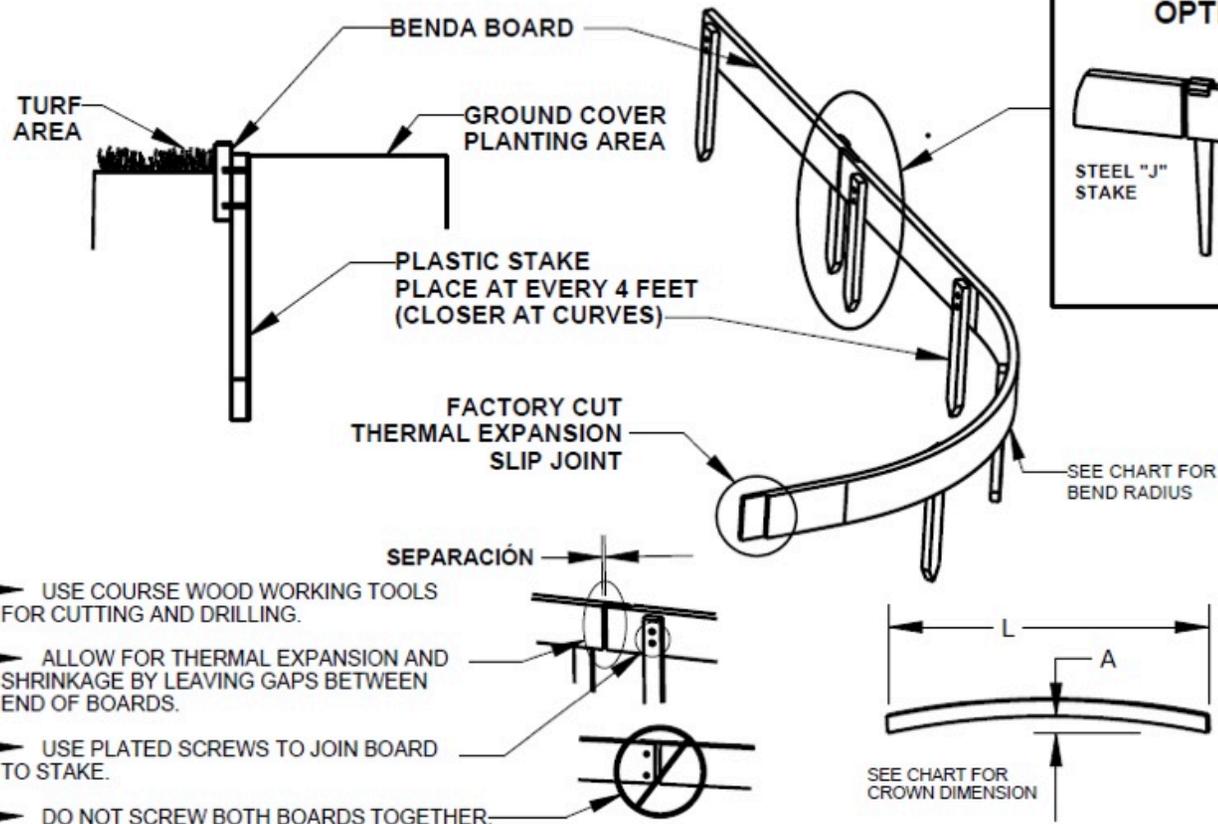
ARTICLE 22. EXCUSE; WAIVER: No action or failure to act by Buyer shall constitute a waiver of a right or duty afforded it under this PO, nor shall such action or failure to act constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing. Seller expressly waives the effect of any statutory or common law provision which construes ambiguities in a contract against the party who drafted the contract.

ARTICLE 23. INSURANCE: If Seller or its employees or agents come onto Buyer's property in connection with this Purchase Order, Seller agrees to carry (i) Workers Compensation Insurance as required by law and Commercial General Liability and Automobile Liability with coverages and amounts approved by the Buyer.

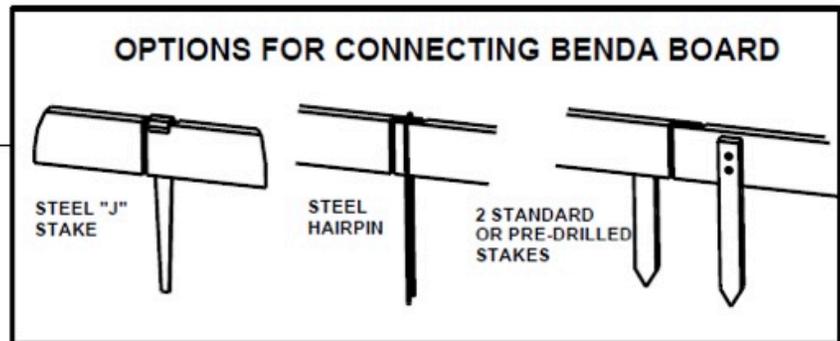
ARTICLE 24. FINGERPRINTING: Seller hereby acknowledges that, if determined applicable by Buyer, Seller shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. If so required by Buyer, Seller must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Seller's employees, coming into contact with the District's pupils. Seller further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and that Seller will comply with any such requirements.

ARTICLE 25. PREVAILING WAGES/DIR REGISTRATION: Seller acknowledges that if the PO involves public works as defined by Labor Code section 1720 et seq. then Seller shall comply with all applicable prevailing wage/labor laws. This includes compliance with all the Department of Industrial Relations' (DIR) contractor registration requirements set forth in Labor Code Section 1725.5. Seller shall also ensure compliance with these requirements by all of its subcontractors. All such public works shall also be subject to prevailing wage compliance monitoring and enforcement by the DIR, including but not limited to submission of certified payrolls as required by DIR.

THIS CONCLUDES THE TERMS AND CONDITIONS DATED _____ consisting of Article 1 through Article ____



- USE COURSE WOOD WORKING TOOLS FOR CUTTING AND DRILLING.
- ALLOW FOR THERMAL EXPANSION AND SHRINKAGE BY LEAVING GAPS BETWEEN END OF BOARDS.
- USE PLATED SCREWS TO JOIN BOARD TO STAKE.
- DO NOT SCREW BOTH BOARDS TOGETHER.



AVAILABLE ACCESSORIES FOR BENDA BOARD PRODUCTS

ACCESSORY DESCRIPTION AND COLOR	ACTUAL DIMENSION	PRODUCT NUMBER
1 12 BENDA BOARD PLASTIC STAKE / REDWOOD	.67"x11.75"x1.38"	100036740
2 18 BENDA BOARD PLASTIC STAKE / REDWOOD	.67"x17.75"x1.38"	100036741
3 12 BENDA BOARD PLASTIC STAKE / SAND	.67"x11.75"x1.38"	100036742
4 12 BENDA BOARD PLASTIC STAKE / CARMEL BROWN	.67"x11.75"x1.38"	100046315
5 STEEL J STAKE 1 x 4 / REDWOOD	1.35"x12.75"x1.28"	200079367
6 STEEL J STAKE 1 x 4 / SAND	1.35"x12.75"x1.28"	200079371
7 STEEL J STAKE 1 x 4 / BLACK	1.35"x12.75"x1.28"	200102712
8 STEEL J STAKE 2 x 4 / REDWOOD	1.5"x11"x1.75"	200079370
9 12 PRE-DRILLED STAKE / TEAK BROWN	.67"x11.75"x1.38"	200102648
10 18 PRE-DRILLED STAKE / TEAK BROWN	.67"x17.75"x1.38"	200102649
11 12 REDWOOD STAKE (ACTUAL REDWOOD)	.68"x11.5"x1.45	200079372
12 18 REDWOOD STAKE (ACTUAL REDWOOD)	.68"x17.5"x1.45	200109153
13 1x 4 STEEL HAIRPIN	.14"x13"x1.25"	200079368
14 2 x 4 STEEL HAIRPIN	.16"x13"x1.8"	200079369
15 # GALVANIZED SCREWS	1-1/4"	200079375
16 # GALVANIZED SCREWS	2"	200079376

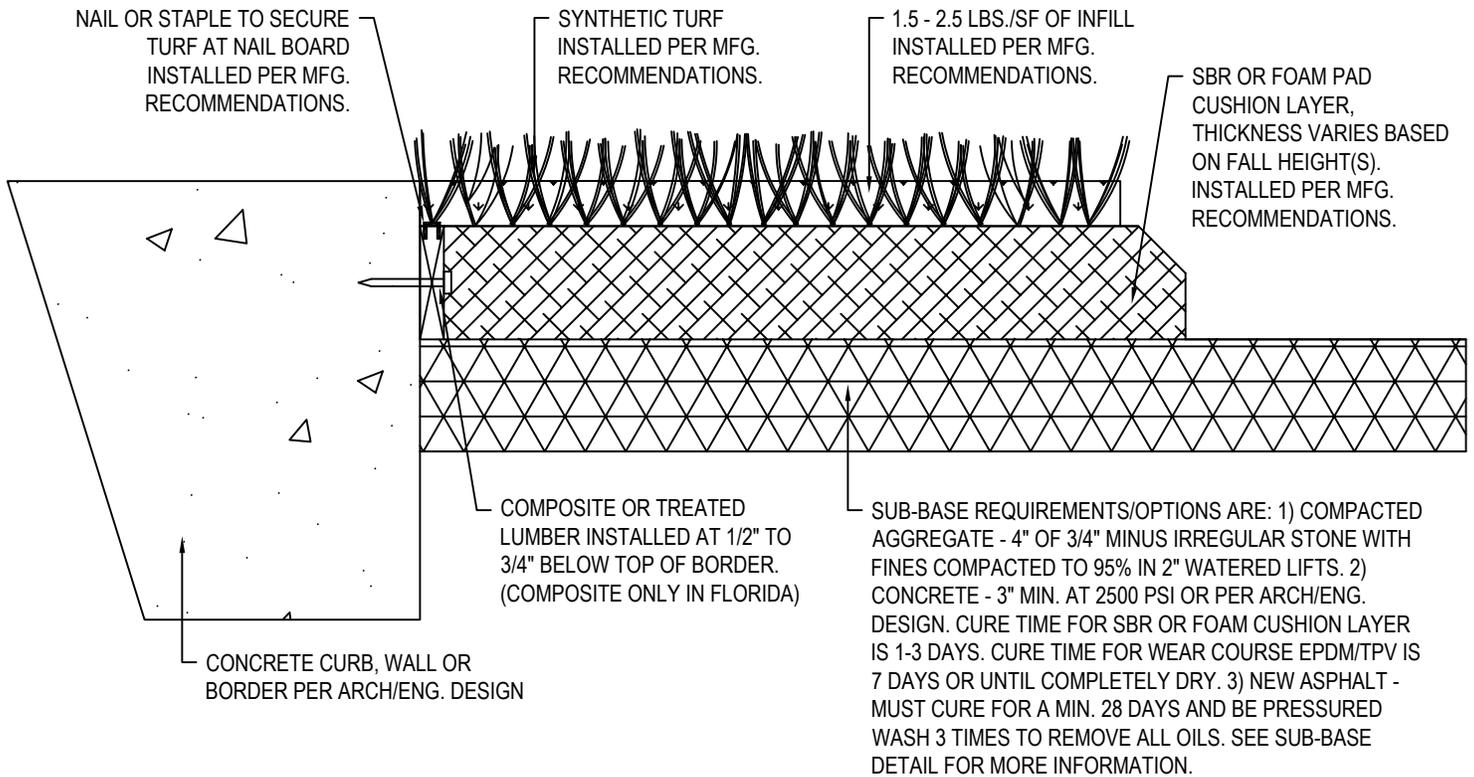
NOMINAL DESCRIPTION	PRODUCT NUMBER	COLOR	ACTUAL DIMENSION D x H x L	MINIMUM RADIUS	GAP	MAXIMUM CROWN H / L	RECOMMENDED ACCESSORIES (REFER TO NEXT CHART)
1 x 4 x 20	100036729	REDWOOD	.72" x 3.35" x 20'	24"	1/4" - 1/2"	19" / 20'	1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15
	100036733	SAND					
	100059386	TEAK					
	100051993	BLACK					
2 x 4 x 20	100036731	REDWOOD	1.37" x 3.4" x 20'	36"	1/2" - 3/4"	16" / 20'	1, 2, 4, 8, 9, 10, 11, 12, 14, 16
	100059389	TEAK					
1 x 6 x 20	100036730	REDWOOD	.75" x 5.35" x 20'	24"	1/2" - 3/4"	9" / 20'	1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15
	100059387	TEAK					
2 x 6 x 16	100036732	REDWOOD	1.35" x 5.4" x 16'	36"	3/4" - 1"	N/A	1, 2, 4, 8, 9, 10, 11, 12, 14, 16

BENDA BOARD HEADER BOARD DETAIL # 110

MADE IN USA by EPIC PLASTICS
 104 E. TURNER RD, LODI CA 95240
 www.epicplastics.com

BENDA BOARD IS INTENDED FOR NON-STRUCTURAL USE ONLY

The nailer is attached to the concrete.
 It is either Hilti shot into the nailer or it is attached with TapCon Screws.
 With the depth of the nailer being at 1" below final grade the Enviroinfill is level with the hard scape.



SECTION VIEW

NOTES:

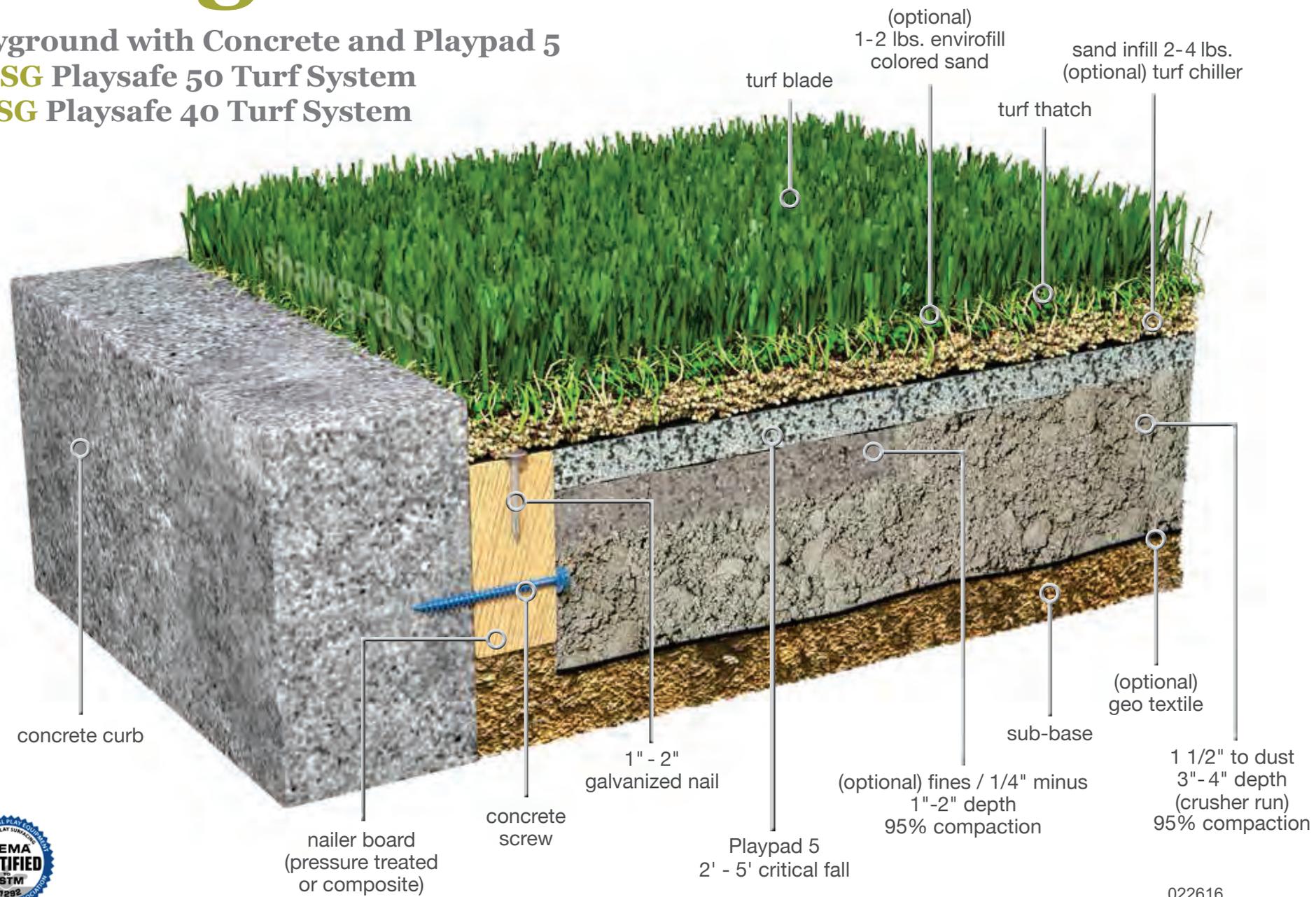
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. ADDITIONAL INFORMATION (MAY NOT BE VISIBLE) AVAILABLE IN MODEL SPACE.
6. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 5221-014.



SYNTHETIC TURF WITH BORDER, NAIL BOARD AND ATTENUATION

shawgrass®

Playground with Concrete and Playpad 5
054SG Playsafe 50 Turf System
139SG Playsafe 40 Turf System



022616

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 23/24-0040 - RESOLUTION OF INTENTION TO ESTABLISH SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS

BACKGROUND INFORMATION:

Education Code Section 15300 *et seq.* (the “SFID Law”) provides for the formation of school facilities improvement districts (“SFIDs”) so that a school district may issue general obligation bonds that benefit and are repaid by property owners in a portion of the area of an entire school district. Pursuant to the SFID Law, the District now desires to begin the process of forming an SFID within the boundaries of the San Ysidro School District. The first step in this formation process is to adopt Resolution No. 23/24-0040 now before the Board (the “Resolution”), stating the Board’s intention to form a school facilities improvement district (“SFID No. 1”).

- (a) SFID. Pursuant to the Resolution, SFID No. 1 shall be named the “School Facilities Improvement District No. 1 of the San Ysidro School District,” and will consist of the area more particularly described in the map attached to the Resolution as Exhibit B. SFID No. 1 is being formed for the purpose of calling an election to authorize the issuance of general obligation bonds to finance school facilities benefiting the students residing in the boundaries of SFID No. 1.

- (c) Map. A map of the boundaries of the proposed SFID No. 1 has been placed on file with the Board and is available for public inspection.

- (d) Hearing. A public hearing on the establishment of SFID No. 1 has been scheduled for June 20, 2024, at 6:00 p.m.

FISCAL IMPACT

California law requires publication of a notice of the public hearing in a local newspaper of general circulation on two separate occasions, the cost of which the District will be required to pay.

RECOMMENDATION:

Approve Resolution No. 23/24-0040 - Resolution of Intention of the Board of Education of the San Ysidro School District to establish School Facilities Improvement District No. 1 of the San Ysidro School District and to authorize certain other actions.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 23/24-0040

RESOLUTION OF INTENTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT TO ESTABLISH SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS

WHEREAS, Chapter 2 Part 10, Division 1, Title 1 (commencing with Section 15300) of the Education Code (the “Act”) provides for the formation of school facilities improvement districts consisting of a portion of the territory within a school district for the issuance of general obligation bonds for a school facilities improvement district; and

WHEREAS, for the purposes of financing certain facilities as authorized under the provisions of the Act, the San Ysidro School District (the “District”), on its own initiative, intends to establish a school facilities improvement district within the boundaries of the District (the “SFID”); and

WHEREAS, the Board of Education of the District (the “Board”) anticipates that it will be necessary and desirable to place a ballot measure for approval of bonds before the voters of the District residing in said SFID to finance the Facilities (as defined below); and

WHEREAS, subdivision (a) of Section 15301 of the Education Code provides that a school district that has a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Mello-Roos Act”) that has as one of its purposes the construction of school facilities within a portion of the territory of the school district may proceed under the Act; and

WHEREAS, subdivision (b) of Section 15301 of the Education Code provides that the boundaries of a school facilities improvement district formed pursuant to the Act shall include all of the portion of the territory within the boundaries of the school district that is not located within the boundaries of the community facilities district described in subsection (a) thereof; and

WHEREAS, subdivision (c) of Section 15301 of the Education Code provides that a school district may proceed under the Act without satisfying the requirements of subdivisions (a) and (b) thereof if the governing board of the school district determines that it is necessary and in the best interest of the school district to form a school facilities improvement district pursuant to the Act to finance school facilities and purposes authorized pursuant to Section 15100 of the Education Code; and

WHEREAS, subdivision (c) of Section 15301 of the Education Code further provides that, as part of that determination, the governing board of the school district shall make a finding that the overall cost of financing the bonds issued pursuant to the Act would be less than the overall cost of other school facilities financing options available to the school district, including, but not limited to, issuing bonds pursuant to the Mello-Roos Act; and

WHEREAS, the District has previously formed one or more community facilities districts within the proposed SFID pursuant to the Mello-Roos Act for the purpose of constructing school facilities; and

WHEREAS, the District’s municipal advisor has advised the Board that the overall cost of financing the Facilities with bonds issued pursuant to the Act would be less than the overall cost of other school facilities financing options available to the District, including, but not limited to, issuing bonds pursuant to the Mello-Roos Act; and

WHEREAS, the Board, as set forth in Section 15301(d) of the Act, shall comply with Government Code Section 54902 which requires the filing with the San Diego County Assessor and the State Board of Equalization of a map specifically identifying property located within the SFID and property which is within the boundaries of the District and not located within the boundaries of the SFID; and

WHEREAS, Section 15303 of the Act requires that both the board of supervisors of the county in which the county superintendent of schools having jurisdiction of the school district proposing to form the school facilities improvement district and the board of supervisors of the county in which territory lies within the proposed school facilities improvement district adopt a resolution to make the provisions of the Act to be applicable in such county; and

WHEREAS, the proposed SFID, known as “School Facilities Improvement District No. 1” of the District lies in San Diego County; and

WHEREAS, the Board of Supervisors of San Diego County has adopted a resolution to cause the provisions of the Act to be applicable within San Diego County; and

WHEREAS, the Board has determined it necessary to form a school facilities improvement district under the Act within a portion of its territory for the issuance of general obligation bonds for the proposed SFID; and

WHEREAS, the Board desires to adopt this Resolution of Intention in compliance with Section 15320 of the Act;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. The above recitals are true and correct and are incorporated herein as if fully set forth.

Section 2. The name of the proposed SFID shall be “School Facilities Improvement District No. 1” of the San Ysidro School District and referred to herein as the SFID or “Improvement District No. 1”. Improvement District No. 1 is being formed to facilitate the issuance of general obligation bonds for Improvement District No.1 to finance the costs of school facilities and equipment (the “Facilities”) to be acquired, renovated, and constructed to benefit the students residing within the boundaries of Improvement District No. 1 consistent with the requirements set forth in Education Code Sections 15100 and 15264 et seq.

Section 3. The Board has determined that the estimated cost of the Facilities will be approximately \$12.9 million. A description of the Facilities is set forth in Exhibit A attached hereto.

Section 4. The Board hereby finds that the overall cost of financing the bonds issued pursuant to Part 10 of Division 1 of Title 1 of the Act would be less than the overall cost of other school facilities financing options available to the District, including but not limited to the costs relative to the issuance of bonds under the Mello-Roos Act.

Section 5. The Board hereby determines that the conditions of subdivision (c) of Section 15301 of the Education Code have been satisfied and that, therefore, the District may proceed under the Act without satisfying the requirements of subsections (a) and (b) thereof.

Section 6. It is the intention of the Board to levy an annual tax in an amount sufficient to pay the principal of and interest on the general obligation bonds to be issued by the District relating to Improvement District No. 1 in one or more series to finance the cost of the Facilities. Such tax will be levied exclusively upon property in Improvement District No. 1 for the purpose of repaying the general obligation bonds for Improvement District No. 1.

Section 7. The map (“Boundary Map”) showing the exterior boundaries of Improvement District No. 1, a copy of which is attached hereto as Exhibit B, is on file with the Clerk of the Board, and the Boundary Map is and shall be available for inspection by the public at the offices of the District during regular business hours.

Section 8. A public hearing (the “Hearing”) on the establishment of the proposed Improvement District No. 1 shall be held on June 20, 2024 at 6:00 p.m., or as soon thereafter as practicable, at the San Ysidro School District Board Room of the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173. At the time and place set forth above for the Hearing, the Board will receive testimony as to whether the proposed Improvement District No. 1 shall be established.

At the time and place set forth above for the Hearing, any interested person, including all persons owning lands in the San Ysidro School District or in the proposed Improvement District No. 1 may appear and be heard.

Section 9. The Clerk is directed to cause to be published a notice (the “Notice”) of the Hearing and pursuant to Section 6066 of the Government Code once a week for two successive weeks in a newspaper of general circulation published in San Diego County. Such Notice shall contain the text of this Resolution of Intention and shall be published at least 14 days prior to the date fixed for the Hearing.

Section 10. This Resolution of Intention shall take effect immediately upon its passage.

ADOPTED, SIGNED and APPROVED this 23rd day of May, 2024.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Irene Lopez
President, Board of Education
San Ysidro School District

Attest:

Antonio Martinez
Clerk, Board of Education
San Ysidro School District

EXHIBIT A

DESCRIPTION OF THE FACILITIES

The Facilities to be financed by School Facilities Improvement District No. 1 include the acquisition, construction, modernization, repair, upgrading, and equipping of property and facilities at La Mirada Elementary, Smythe Elementary, Sunset Elementary, Willow Elementary, San Ysidro Middle School, the Preschool & Child Development Center or at any other District facility benefiting the students residing within School Facilities Improvement District No. 1. Costs also include all design, engineering, program management, architectural and environmental compliance.

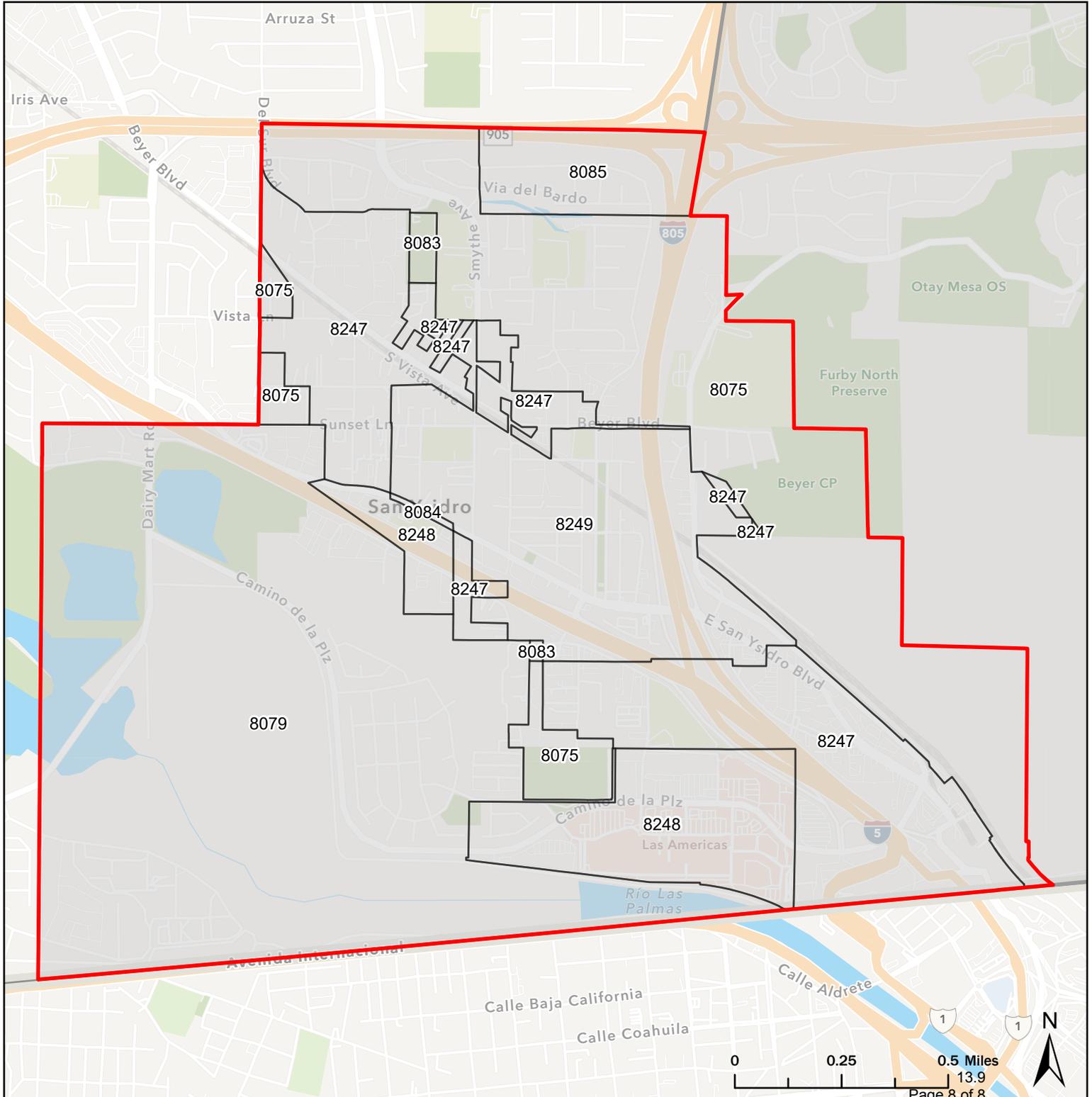
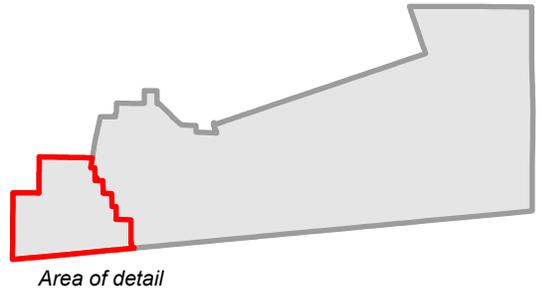
EXHIBIT B

MAP

School Facilities Improvement District #1

San Ysidro School District

-  School Facilities Improvement District #1
-  Tax Rate Areas
-  San Ysidro School District Boundary



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 23/24-0041 - RESOLUTION OF INTENTION TO ESTABLISH SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS

BACKGROUND INFORMATION:

Education Code Section 15300 *et seq.* (the “SFID Law”) provides for the formation of school facilities improvement districts (“SFIDs”) so that a school district may issue general obligation bonds that benefit and are repaid by property owners in a portion of the area of an entire school district. Pursuant to the SFID Law, the District now desires to begin the process of forming an SFID within the boundaries of the San Ysidro School District. The first step in this formation process is to adopt Resolution No. 23/24-0041 now before the Board (the “Resolution”), stating the Board’s intention to form a school facilities improvement district (“SFID No. 2”).

- (a) SFID. Pursuant to the Resolution, SFID No. 2 shall be named the “School Facilities Improvement District No. 2 of the San Ysidro School District,” and will consist of the area more particularly described in the map attached to the Resolution as Exhibit B. SFID No. 2 is being formed for the purpose of calling an election to authorize the issuance of general obligation bonds to finance school facilities benefiting the students residing in the boundaries of SFID No. 2.
- (c) Map. A map of the boundaries of the proposed SFID No. 2 has been placed on file with the Board and is available for public inspection.
- (d) Hearing. A public hearing on the establishment of SFID No. 2 has been scheduled for June 20, 2024, at 6:00 p.m.

FISCAL IMPACT

California law requires publication of a notice of the public hearing in a local newspaper of general circulation on two separate occasions, the cost of which the District will be required to pay.

RECOMMENDATION:

Approve Resolution No. 23/24-0041 - Resolution of Intention of the Board of Education of the San Ysidro School District to establish School Facilities Improvement District No. 2 of the San Ysidro School District and to authorize certain other actions

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 23/24-0041

RESOLUTION OF INTENTION OF THE BOARD OF EDUCATION
OF THE SAN YSIDRO SCHOOL DISTRICT TO ESTABLISH
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE
CERTAIN OTHER ACTIONS

WHEREAS, Chapter 2 Part 10, Division 1, Title 1 (commencing with Section 15300) of the Education Code (the “Act”) provides for the formation of school facilities improvement districts consisting of a portion of the territory within a school district for the issuance of general obligation bonds for a school facilities improvement district; and

WHEREAS, for the purposes of financing certain facilities as authorized under the provisions of the Act, the San Ysidro School District (the “District”), on its own initiative, intends to establish a second school facilities improvement district within the boundaries of the District (the “SFID”); and

WHEREAS, the Board of Education of the District (the “Board”) anticipates that it will be necessary and desirable to place a ballot measure for approval of bonds before the voters of the District residing in said SFID to finance the Facilities (as defined below); and

WHEREAS, subdivision (a) of Section 15301 of the Education Code provides that a school district that has a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Mello-Roos Act”) that has as one of its purposes the construction of school facilities within a portion of the territory of the school district may proceed under the Act; and

WHEREAS, subdivision (b) of Section 15301 of the Education Code provides that the boundaries of a school facilities improvement district formed pursuant to the Act shall include all of the portion of the territory within the boundaries of the school district that is not located within the boundaries of the community facilities district described in subsection (a) thereof; and

WHEREAS, subdivision (c) of Section 15301 of the Education Code provides that a school district may proceed under the Act without satisfying the requirements of subdivisions (a) and (b) thereof if the governing board of the school district determines that it is necessary and in the best interest of the school district to form a school facilities improvement district pursuant to the Act to finance school facilities and purposes authorized pursuant to Section 15100 of the Education Code; and

WHEREAS, subdivision (c) of Section 15301 of the Education Code further provides that, as part of that determination, the governing board of the school district shall make a finding that the overall cost of financing the bonds issued pursuant to the Act would be less than the overall cost of other school facilities financing options available to the school district, including, but not limited to, issuing bonds pursuant to the Mello-Roos Act; and

WHEREAS, the District has previously formed one or more community facilities districts within the proposed SFID pursuant to the Mello-Roos Act for the purpose of constructing school facilities; and

WHEREAS, the District’s municipal advisor has advised the Board that the overall cost of financing the Facilities with bonds issued pursuant to the Act would be less than the overall cost of other school facilities financing options available to the District, including, but not limited to, issuing bonds pursuant to the Mello-Roos Act; and

WHEREAS, the Board, as set forth in Section 15301(d) of the Act, shall comply with Government Code Section 54902 which requires the filing with the San Diego County Assessor and the State Board of Equalization of a map specifically identifying property located within the SFID and property which is within the boundaries of the District and not located within the boundaries of the SFID; and

WHEREAS, Section 15303 of the Act requires that both the board of supervisors of the county in which the county superintendent of schools having jurisdiction of the school district proposing to form the school facilities improvement district and the board of supervisors of the county in which territory lies within the proposed school facilities improvement district adopt a resolution to make the provisions of the Act to be applicable in such county; and

WHEREAS, the proposed SFID, known as “School Facilities Improvement District No. 2” of the District lies in San Diego County; and

WHEREAS, the Board of Supervisors of San Diego County has adopted a resolution to cause the provisions of the Act to be applicable within San Diego County; and

WHEREAS, the Board has determined it necessary to form a school facilities improvement district under the Act within a portion of its territory for the issuance of general obligation bonds for the proposed SFID; and

WHEREAS, the Board desires to adopt this Resolution of Intention in compliance with Section 15320 of the Act;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. The above recitals are true and correct and are incorporated herein as if fully set forth.

Section 2. The name of the proposed SFID shall be “School Facilities Improvement District No. 2” of the San Ysidro School District and referred to herein as the SFID or “Improvement District No. 2”. Improvement District No. 2 is being formed to facilitate the issuance of general obligation bonds for Improvement District No.2 to finance the costs of school facilities and equipment (the “Facilities”) to be acquired, renovated, and constructed to benefit the students residing within the boundaries of Improvement District No. 2 consistent with the requirements set forth in Education Code Sections 15100 and 15264 et seq.

Section 3. The Board has determined that the estimated cost of the Facilities will be approximately \$135.0 million. A description of the Facilities is set forth in Exhibit A attached hereto.

Section 4. The Board hereby finds that the overall cost of financing the bonds issued pursuant to Part 10 of Division 1 of Title 1 of the Act would be less than the overall cost of other school facilities financing options available to the District, including but not limited to the costs relative to the issuance of bonds under the Mello-Roos Act.

Section 5. The Board hereby determines that the conditions of subdivision (c) of Section 15301 of the Education Code have been satisfied and that, therefore, the District may proceed under the Act without satisfying the requirements of subsections (a) and (b) thereof.

Section 6. It is the intention of the Board to levy an annual tax in an amount sufficient to pay the principal of and interest on the general obligation bonds to be issued by the District relating to Improvement District No. 2 in one or more series to finance the cost of the Facilities. Such tax will be levied exclusively upon property in Improvement District No. 2 for the purpose of repaying the general obligation bonds for Improvement District No. 2.

Section 7. The map (“Boundary Map”) showing the exterior boundaries of Improvement District No. 2, a copy of which is attached hereto as Exhibit B, is on file with the Clerk of the Board, and the Boundary Map is and shall be available for inspection by the public at the offices of the District during regular business hours.

Section 8. A public hearing (the “Hearing”) on the establishment of the proposed Improvement District No. 2 shall be held on June 20, 2024 at 6:00 p.m., or as soon thereafter as practicable, at the San Ysidro School District Board Room of the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173. At the time and place set forth above for the Hearing, the Board will receive testimony as to whether the proposed Improvement District No. 2 shall be established.

At the time and place set forth above for the Hearing, any interested person, including all persons owning lands in the San Ysidro School District or in the proposed Improvement District No. 2 may appear and be heard.

Section 9. The Clerk is directed to cause to be published a notice (the “Notice”) of the Hearing and pursuant to Section 6066 of the Government Code once a week for two successive weeks in a newspaper of general circulation published in San Diego County. Such Notice shall contain the text of this Resolution of Intention and shall be published at least 14 days prior to the date fixed for the Hearing.

Section 10. This Resolution of Intention shall take effect immediately upon its passage.

ADOPTED, SIGNED and APPROVED this 23rd day of May, 2024.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Irene Lopez
President, Board of Education
San Ysidro School District

Attest:

Antonio Martinez
Clerk, Board of Education
San Ysidro School District

EXHIBIT A

DESCRIPTION OF THE FACILITIES

The Facilities to be financed by School Facilities Improvement District No. 2 include the acquisition, construction, modernization, repair, upgrading, and equipping of property and facilities at Vista del Mar Middle School and Ocean View Hills Elementary School or at any other District facility benefiting the students residing within School Facilities Improvement District No. 2. Costs also include all design, engineering, program management, architectural and environmental compliance.

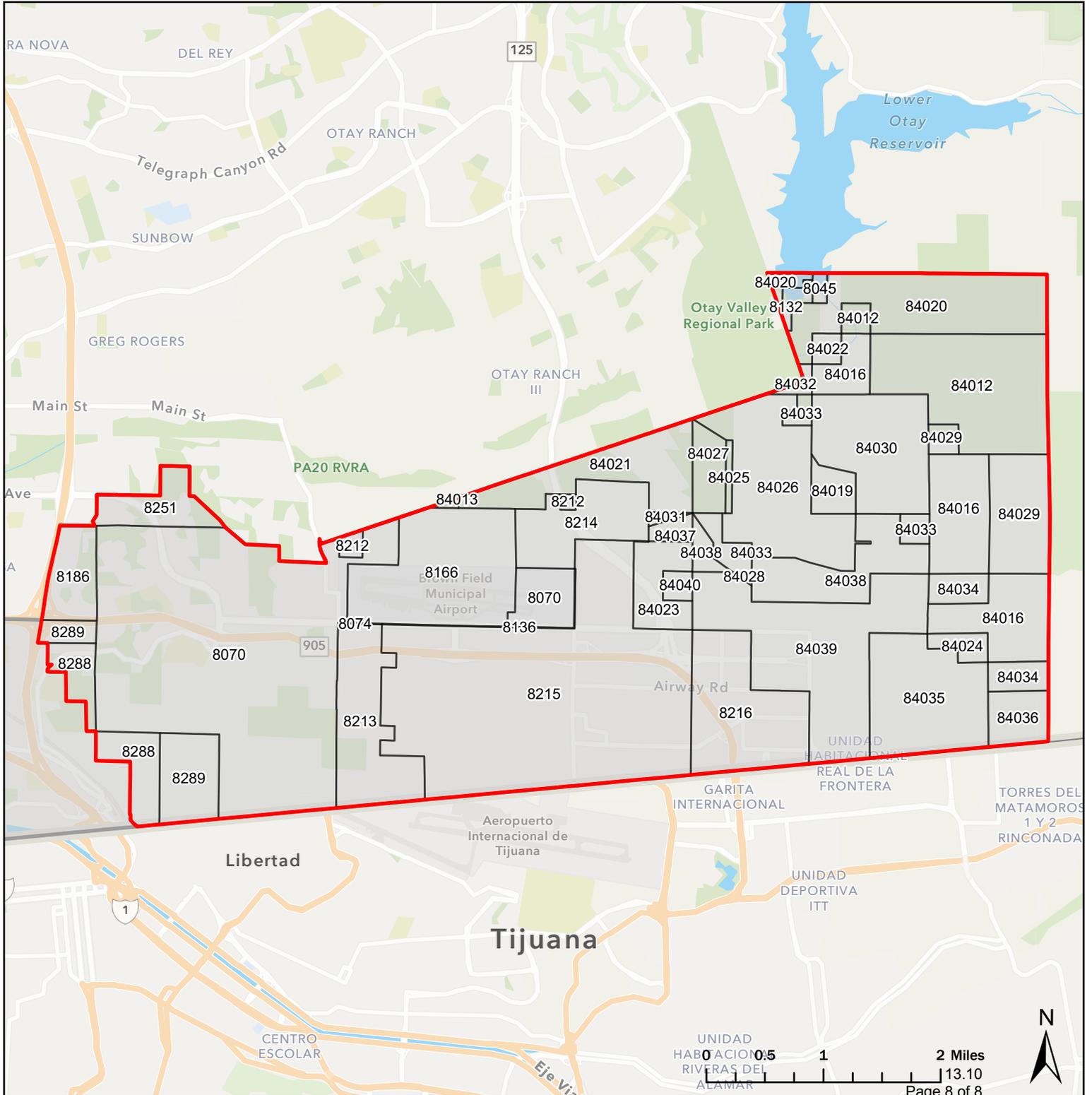
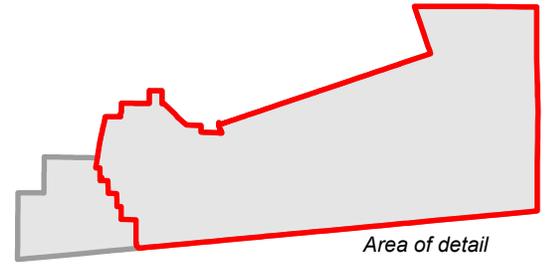
EXHIBIT B

MAP

School Facilities Improvement District #2

San Ysidro School District

- School Facilities Improvement District #2
- Tax Rate Areas
- San Ysidro School District Boundary



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 23/24-0042 – RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHIN IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT

BACKGROUND INFORMATION:

Voters of the San Ysidro School District previously approved general obligation bond measures in March 1997 (Proposition C) and March 2020 (Measures T & U). To provide funding for critical school facilities and improvements projects, the District Board intends to place a bond measure on the November 5, 2024, ballot which would authorize SFID No. 1 of the San Ysidro School District to issue \$12.9 million of bonds. Note, some of the key components of the resolution are:

- (a) 75-word Ballot Language which appears in Exhibit A of the resolution.
- (b) Project List which appears in Exhibit B.
- (c) Tax Rate Statement which is attached separately.

FISCAL IMPACT

The bond measure will request that voters within SFID No. 1 authorize the San Ysidro School District to issue \$12.9 million of general obligation bonds, the proceeds of which can be used to improve school facilities on the voter-approved project list. The bonds will be repaid from property taxes to be levied within SFID No. 1 and not from the general fund.

RECOMMENDATION:

Information Only. *(This item will be presented for action at the June 20, 2024 meeting of the San Ysidro School District Board of Trustees. The SFID No. 1 formation resolution will also be presented for board action at the June 20, 2024 meeting.)*

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 23/24-0042

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN
YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER
WITHINN IMPROVEMENT DISTRICT NO. 1 OF THE SAN
YSIDRO SCHOOL DISTRICT

WHEREAS, school districts are provided the authority under the Education Code to create school facilities improvement districts which would permit a district to address specific facility needs in certain geographical sections of the district; and

WHEREAS, the Board of Education (the “Board”) of the San Ysidro School District (the “District”) has previously created its School Facilities Improvement District No. 1 (the “Improvement District No. 1”) and established the boundaries of the Improvement District No. 1, as described in Exhibit B to Resolution No. 23/24-0042 approved by the Board on June 20, 2024; and

WHEREAS, the Board of the District is devoted to improving the quality of education in our local public schools by making classrooms safe from hazardous materials and suitable to support high quality instruction in core subjects like math, science, engineering and technology; and

WHEREAS, the Board has determined that schools benefiting the students residing within the Improvement District No. 1 need to be upgraded, repaired, expanded, improved and better equipped in a fiscally prudent manner to enable the District to also improve student safety and campus security by removing hazardous materials, like asbestos and by installing emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, given the age of the District’s schools, additional resources are necessary to make basic improvements, including repairing leaky roofs, plumbing, heating, ventilation and electrical systems; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and classroom technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a good long-term investment; and

WHEREAS, the State of California (the “State”) does not provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District conducted a facilities assessment with community engagement to identify the most pressing needs in each of the District owned schools benefiting the students residing within the Improvement District No. 1 to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging local schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens' oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which reduced the voter threshold for *ad valorem* property tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, Chapter 3, Part 10, Division 1, Title 1 (commencing with Section 15300) of the Education Code (the "Act") provides that the District may call an election for the purpose of seeking voter approval for the issuance of Proposition 39 general obligation bonds for the Improvement District No. 1; and

WHEREAS, San Diego County Board of Supervisors has adopted a resolution causing the provisions of the Act to be applicable within San Diego County; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District's voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities benefiting the students residing within the Improvement District No. 1 which will improve the health, safety and quality of education for students in the District; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District's Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, and to request the San Diego County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the San Diego County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the Improvement District No. 1 the question of whether bonds of the District in the aggregate principal amount of \$12,900,000 (the “Bonds”) shall be issued and sold for the purpose of raising money for the projects described in Exhibits “A” and “B” hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be November 5, 2024.

Section 3. That the purpose of the election shall be for the voters in the Improvement District No. 1 to vote on a proposition, a copy of which is attached hereto and marked Exhibit “A,” incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements benefiting the students residing within the Improvement District No. 1 to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits “A” and “B” are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit “B,” evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit “B” hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322. In connection with ordering the election pursuant to the provisions mentioned above, the District has obtained reasonable and informal projections or assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor that are available to the District.

Section 6. That the San Diego County Registrar of Voters and the San Diego County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024 within the Improvement District No. 1. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the San Diego County Registrar of Voters no later than August 9, 2024, 2024.

Section 8. That the Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the San Diego County Registrar of Voters by the established deadlines.

Section 10. That the Board authorizes the Superintendent or his designee to enter into professional services agreements with Dale Scott & Company, Inc., as municipal advisor and Stradling Yocca Carlson & Rauth LLP, as bond counsel in connection with the matters authorized by this resolution.

Section 11. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of San Diego County is requested to permit the Registrar of Voters to render

all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse San Diego County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 2024.

Irene Lopez
President, Board of Education
San Ysidro School District

Attest:

Antonio Martinez
Clerk, Board of Education
San Ysidro School District

STATE OF CALIFORNIA)
)ss
SAN DIEGO COUNTY)

I, Antonio Martinez, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23/24-0042, which was duly adopted by the Board of Education of the San Ysidro School District at the meeting thereof held on the 20th day of June, 2024, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Antonio Martinez, Clerk

EXHIBIT A

“With funds that cannot be taken by the State and spent elsewhere, shall School Facilities Improvement District No. 1 of the San Ysidro School District’s measure to improve school safety; replace roofs, electrical, plumbing, heating and air-conditioning systems; add new classrooms; and repair aging restrooms at La Mirada, Smythe, Sunset, and Willow Elementary Schools, San Ysidro Middle School, and Preschool & Child Development Center be adopted, authorizing \$12,900,000 of bonds with average levies below \$30 per \$100,000 of assessed valuation while outstanding (raising \$830,000 annually), with legal rates, audits, citizen oversight and public disclosure of spending?”

Bonds – Yes

Bonds – No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT BOND MEASURE ELECTION NOVEMBER 5, 2024

The following is the full proposition presented to the voters of School Facilities Improvement District No. 1 of the San Ysidro School District by the San Ysidro School District:

“With funds that cannot be taken by the State and spent elsewhere, shall School Facilities Improvement District No. 1 of the San Ysidro School District’s measure to improve school safety; replace roofs, electrical, plumbing, heating and air-conditioning systems; add new classrooms; and repair aging restrooms at La Mirada, Smythe, Sunset, and Willow Elementary Schools, San Ysidro Middle School, and Preschool & Child Development Center be adopted, authorizing \$12,900,000 of bonds with average levies below \$30 per \$100,000 of assessed valuation while outstanding (raising \$830,000 annually), with legal rates, audits, citizen oversight and public disclosure of spending?”

PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, equipping, furnishing or otherwise improvement of school facilities located within School Facilities Improvement District No. 1 of the San Ysidro School District. Additionally, funds may be utilized for the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIII A, Section 1(b)(3). This measure authorizes bond projects to be undertaken at La Mirada Elementary, Smythe Elementary, Sunset Elementary, Willow Elementary, San Ysidro Middle School, the Preschool & Child Development Center and other educational facilities.

School Facility Project List. The items presented on the following list are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this measure. The types of projects authorized are:

- Update schools to improve student safety and security including installing additional fencing and gates, pedestrian access, walkways, lighting, reconfiguring entrances and drop-off/pickup locations, point of entry access, upgrading door locks, security cameras, and security systems, telephone infrastructure, intercom and emergency communications systems, bell systems, and fire and life safety systems
- Improve student access to updated and modern technology, including acquiring and installing all necessary network infrastructure, wiring, servers, hardware, software, computers, devices, classroom technology tools, data backup systems, cybersecurity safeguards, remote learning software and other equipment conducive to a modern learning environment
- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer and gas lines, waterlines, storm drains and valves, heating, cooling, ventilation systems and electrical systems

- Construct new or modernize, upgrade, or renovate existing classrooms and other educational facilities based on education programs or student socio-emotional needs
- Renovate and repair restrooms
- Develop, construct, install and improve outdoor areas including playgrounds, equipment, playfields, play surfaces, other athletic facilities, including locker rooms, and outdoor learning and meeting areas, hardscaping, landscaping, irrigation improvements, and building/installing shade structures and seating
- Make health and safety improvements, such as installing necessary seismic reinforcements, repairing termite damage and repairing and/or replacing aging building materials including removal of hazardous materials identified either prior to or during construction
- Repair or replace deteriorating asphalt, concrete, sidewalks, parking lots, driveways and walkways
- Renovate and modernize classrooms and school facilities including flooring, windows, window coverings, doors, lighting, interior and exterior finishes, and paint
- Renovate, expand and modernize classroom, workroom, multipurpose rooms, office and conference room spaces for a community resource center, mental health, wellness, and counseling
- Construct and equip new transitional kindergarten and pre-kindergarten classrooms, learning spaces and play areas
- Provide adequate furniture and equipment for all classrooms
- Improve energy efficiency and sustainability including installation of energy efficient lighting and systems, battery storage, electric buses and fleet and electric vehicle charging stations (to be used only with District vehicles).
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades district-wide including site access, walkways, parking, staff and student restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment and classrooms

Incidental Expenses. Each of the bond projects described in this Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

Furnishing and Equipping. Each project is assumed to include its share of furniture, fixtures, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

Alternations to Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board of Trustees determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the Bond Project List, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities.

Bond Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Education. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this bond measure and the words used in the Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance

with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District Board of Education hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the District Board of Education and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

FISCAL ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers in the District may be assured that their money will be spent only to address specific facilities needs of the District in compliance with the requirements of Article XIII A, Section I (b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following).

Evaluation of Needs. The Board of Education hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the project list contained in this ballot proposition.

Independent Citizens' Oversight Committee. The Board of Education shall establish an Independent Citizens' Oversight Committee pursuant to Education Code Section 15278 and following to ensure bond proceeds are expended only on the projects listed in this ballot proposition. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board of Education.

Performance Audits. The Board of Education shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects listed in this ballot proposition.

Financial Audits. The Board of Education shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the projects listed in this ballot proposition.

Special Bond Proceeds Account: Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board of Education shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited which will be a Building Fund to be held by the San Diego County Treasurer, as required by the California Education Code. As long as any proceeds of the bonds remain unexpended, the Superintendent of the District shall cause a report to be filed with the Board of Education annually stating (1) the amount of bond proceeds received and expended in that year, and (2) the status of any project funded or to be funded from bond proceeds.

The report may relate to the calendar year, fiscal year, or other appropriate annual period as the Superintendent shall determine and may be incorporated in the annual budget, audit, or another appropriate routine report to the Board of Education.

ADDITIONAL SPECIFICATIONS

Terms of the Bonds. The bonds may be issued and sold in several series in accordance with the financing plan determined by the Board of Education. Bonds may be issued pursuant to the Education Code or the Government Code in the discretion of the Board of Education at interest rates not exceeding the legal limits.

Limit on Use of Bond Proceeds. Proceeds from the sale of bonds authorized by this proposition may be used only for the construction, reconstruction, rehabilitation or replacement of school facilities including the furnishing and equipping of school facilities or acquisition or lease of real property for school facilities and not for any other purpose, including teacher and administrator salaries not related to oversight of the projects to be constructed with the bonds and other school operating expenses. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the projects being financed.

**TAX RATE STATEMENT
REGARDING PROPOSED**

**\$12.9 MILLION
SAN YSIDRO SCHOOL DISTRICT
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1
GENERAL OBLIGATION BONDS**

An election will be held in the San Ysidro School District (the "District") on November 5, 2024, to authorize the sale of up to \$12.9 million in bonds of the District's School Facilities Improvement District No. 1 (the "Improvement District No. 1") to finance school facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District's Improvement District No. 1. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's Improvement District No. 1 assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is \$29.44 per \$100,000 of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is 2051-52.
2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$30.00 per \$100,000 of assessed valuation. It is estimated that such rate would be levied in fiscal year 2025-26 through 2050-51.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$22.6 million.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District's Improvement District No. 1 as determined by the County Assessor in the annual assessment and the equalization process.

By: _____
Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 23/24-0043 – RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHIN IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT

BACKGROUND INFORMATION:

Voters of the San Ysidro School District previously approved general obligation bond measures in March 1997 (Proposition C) and March 2020 (Measures T & U). To provide funding for critical school facilities and improvements projects, the District Board intends to place a bond measure on the November 5, 2024, ballot which would authorize SFID No. 2 of the San Ysidro School District to issue \$66.5 million of bonds. Note, some of the key components of the resolution are:

- (a) 75-word Ballot Language which appears in Exhibit A of the resolution.
- (b) Project List which appears in Exhibit B.
- (c) Tax Rate Statement which is attached separately.

FISCAL IMPACT

The bond measure will request that voters within SFID No. 2 authorize the San Ysidro School District to issue \$66.5 million of general obligation bonds, the proceeds of which can be used to improve school facilities on the voter-approved project list. The bonds will be repaid from property taxes to be levied within SFID No. 2 and not from the general fund.

RECOMMENDATION:

Information Only. *(This item will be presented for action at the June 20, 2024 meeting of the San Ysidro School District Board of Trustees. The SFID No. 2 formation resolution will also be presented for board action at the June 20, 2024 meeting.)*

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 23/24-0043

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHIN IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT

WHEREAS, school districts are provided the authority under the Education Code to create school facilities improvement districts which would permit a district to address specific facility needs in certain geographical sections of the district; and

WHEREAS, the Board of Education (the “Board”) of the San Ysidro School District (the “District”) has previously created its School Facilities Improvement District No. 2 (the “Improvement District No. 2”) and established the boundaries of the Improvement District No. 2, as described in Exhibit B to Resolution No. 23/24-0043 approved by the Board on June 20, 2024; and

WHEREAS, the Board of the District is devoted to improving the quality of education in our local public schools by making classrooms safe from hazardous materials and suitable to support high quality instruction in core subjects like math, science, engineering and technology; and

WHEREAS, the Board has determined that schools benefiting the students residing within the Improvement District No. 2 need to be upgraded, repaired, expanded, improved and better equipped in a fiscally prudent manner to enable the District to also improve student safety and campus security by removing hazardous materials, like asbestos and by installing emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, given the age of the District’s schools, additional resources are necessary to make basic improvements, including repairing leaky roofs, plumbing, heating, ventilation and electrical systems; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and classroom technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a good long-term investment; and

WHEREAS, the State of California (the “State”) does not provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District conducted a facilities assessment with community engagement to identify the most pressing needs in each of the District owned schools benefiting the students residing within the Improvement District No. 2 to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging local schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens' oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which reduced the voter threshold for *ad valorem* property tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, Chapter 3, Part 10, Division 1, Title 1 (commencing with Section 15300) of the Education Code (the "Act") provides that the District may call an election for the purpose of seeking voter approval for the issuance of Proposition 39 general obligation bonds for the Improvement District No. 2; and

WHEREAS, San Diego County Board of Supervisors has adopted a resolution causing the provisions of the Act to be applicable within San Diego County; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District's voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities benefiting the students residing within the Improvement District No. 2 which will improve the health, safety and quality of education for students in the District; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District's Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, and to request the San Diego County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the San Diego County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the Improvement District No. 2 the question of whether bonds of the District in the aggregate principal amount of \$66,500,000 (the “Bonds”) shall be issued and sold for the purpose of raising money for the projects described in Exhibits “A” and “B” hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be November 5, 2024.

Section 3. That the purpose of the election shall be for the voters in the Improvement District No. 2 to vote on a proposition, a copy of which is attached hereto and marked Exhibit “A,” incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements benefiting the students residing within the Improvement District No. 2 to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits “A” and “B” are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit “B,” evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit “B” hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322. In connection with ordering the election pursuant to the provisions mentioned above, the District has obtained reasonable and informal projections or assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor that are available to the District.

Section 6. That the San Diego County Registrar of Voters and the San Diego County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024 within the Improvement District No. 2. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the San Diego County Registrar of Voters no later than August 9, 2024.

Section 8. That the Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the San Diego County Registrar of Voters by the established deadlines.

Section 10. That the Board authorizes the Superintendent or his designee to enter into professional services agreements with Dale Scott & Company, Inc., as municipal advisor and Stradling Yocca Carlson & Rauth LLP, as bond counsel in connection with the matters authorized by this resolution.

Section 11. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of San Diego County is requested to permit the Registrar of Voters to render

all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse San Diego County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 2024.

President, Board of Education
San Ysidro School District

Attest:

Clerk, Board of Education
San Ysidro School District

EXHIBIT A

“SAN YSIDRO SCHOOL DISTRICT’S SAFETY/CONSTRUCTION BOND. With funds that cannot be taken by the State and spent elsewhere, shall School Facilities Improvement District No. 2 of the San Ysidro School District’s measure to improve student safety and school security; upgrade emergency communications; construct classrooms at Ocean View Hills Elementary and Vista Del Mar Middle Schools; and construct new educational facilities be adopted, authorizing \$66.5 million of bonds with legal rates, audits, levies below \$30 per \$100,000 of assessed valuation while outstanding (raising \$4,350,000 annually), citizen oversight and full public disclosure of spending?”

Bonds – Yes

Bonds – No

EXHIBIT A

FULL TEXT BALLOT PROPOSITION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT BOND MEASURE ELECTION NOVEMBER 5, 2024

The following is the full proposition presented to the voters of School Facilities Improvement District No. 2 of the San Ysidro School District by the San Ysidro School District:

“SAN YSIDRO SCHOOL DISTRICT’S SAFETY/CONSTRUCTION BOND. With funds that cannot be taken by the State and spent elsewhere, shall School Facilities Improvement District No. 2 of the San Ysidro School District’s measure to improve student safety and school security; upgrade emergency communications; construct classrooms at Ocean View Hills Elementary and Vista Del Mar Middle Schools; and construct new educational facilities be adopted, authorizing \$66.5 million of bonds with legal rates, audits, levies below \$30 per \$100,000 of assessed valuation while outstanding (raising \$4,350,000 annually), citizen oversight and full public disclosure of spending?”

PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, equipping, furnishing or otherwise improvement of school facilities located within School Facilities Improvement District No. 2 of the San Ysidro School District. Additionally, funds may be utilized for the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIII A, Section 1(b)(3). This measure authorizes bond projects to be undertaken at **Vista del Mar Middle School** and **Ocean View Hills Elementary School** as well as educational and support facilities within the District.

School Facility Project List. The items presented on the following list provide are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this measure. The types of projects authorized are:

- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer and gas lines, waterlines, storm drains and valves, heating, cooling, ventilation systems and electrical systems
- Make health and safety improvements, such as installing necessary seismic reinforcements, repairing termite damage and repairing and/or replacing aging building materials including removal of hazardous materials identified either prior to or during construction
- Improve student access to updated and modern technology, including acquiring and installing all necessary network infrastructure, wiring, servers, hardware, software, computers, devices, classroom technology tools, data backup systems, cybersecurity safeguards, remote learning software and other equipment conducive to a modern learning environment
- Update schools to improve student safety and security including installing additional fencing and gates, pedestrian access, asphalt, walkways, lighting, reconfiguring entrances and drop-off/pickup locations, point of entry access, upgrading door locks and security systems,

telephone infrastructure, intercom and emergency communications systems, video cameras and other video surveillance equipment bell systems, and fire and life safety systems

- Repair or replace deteriorating asphalt, concrete, sidewalks, parking lots, driveways and walkways
- Renovate and modernize classrooms and school facilities including flooring, windows, window coverings, doors, lighting, interior and exterior finishes, and paint
- Construct new or modernize, upgrade, or renovate existing classrooms and other educational facilities in Otay Mesa based on education programs or student socio-emotional needs
- Renovate and repair restrooms
- Modernize, upgrade, renovate existing classrooms and construct new classrooms, meeting spaces and other educational facilities
- Renovate, expand and modernize classroom, workroom, multipurpose rooms, office and conference room spaces for a community resource center, mental health, wellness, and counseling
- Construct and equip new transitional kindergarten and pre-kindergarten classrooms, facilities, learning spaces and play areas
- Provide adequate furniture and equipment for all classrooms
- Improve energy efficiency and sustainability, including installation of energy efficient lighting and systems, battery storage, electric buses and fleet and electric vehicle charging stations (to be used only with district vehicles).
- Develop, construct, install and improve outdoor areas including playgrounds, playfields, play surfaces, other athletic facilities, including locker rooms, equipment, outdoor learning and meeting areas, hardscaping, landscaping, irrigation improvements, and building/installing shade structures and seating
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades district-wide including site access, walkways, parking, staff and student restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment and classrooms

Incidental Expenses. Each of the bond projects described in this Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond

issuance costs; and project administration during the duration of such projects, as permitted by law.

Furnishing and Equipping. Each project is assumed to include its share of furniture, fixtures, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

Alternations to Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board of Trustees determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the Bond Project List, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities.

Bond Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Education. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this bond measure and the words used in the Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and

employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District Board of Education hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the District Board of Education and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

FISCAL ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers in the District may be assured that their money will be spent only to address specific facilities needs of the District in compliance with the requirements of Article XIII A, Section I (b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following).

Evaluation of Needs. The Board of Education hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the project list contained in this ballot proposition.

Independent Citizens' Oversight Committee. The Board of Education shall establish an Independent Citizens' Oversight Committee pursuant to Education Code Section 15278 and following to ensure bond proceeds are expended only on the projects listed in this ballot proposition. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board of Education.

Performance Audits. The Board of Education shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects listed in this ballot proposition.

Financial Audits. The Board of Education shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the projects listed in this ballot proposition.

Special Bond Proceeds Account: Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board of Education shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited which will be a Building Fund to be held by the San Diego County Treasurer, as required by the California Education Code. As long as any proceeds of the bonds remain unexpended, the Superintendent of the District shall cause a report to be filed with the Board of Education annually stating (1) the amount of bond proceeds received and

expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the Superintendent shall determine and may be incorporated in the annual budget, audit, or another appropriate routine report to the Board of Education.

ADDITIONAL SPECIFICATIONS

Terms of the Bonds. The bonds may be issued and sold in several series in accordance with the financing plan determined by the Board of Education. Bonds may be issued pursuant to the Education Code or the Government Code in the discretion of the Board of Education at interest rates not exceeding the legal limits.

Limit on Use of Bond Proceeds. Proceeds from the sale of bonds authorized by this proposition may be used only for the construction, reconstruction, rehabilitation or replacement of school facilities including the furnishing and equipping of school facilities or acquisition or lease of real property for school facilities and not for any other purpose, including teacher and administrator salaries not related to oversight of the projects to be constructed with the bonds and other school operating expenses. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the projects being financed.

**TAX RATE STATEMENT
REGARDING PROPOSED**

**\$66.5 MILLION
SAN YSIDRO SCHOOL DISTRICT
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2
SAFETY AND CONSTRUCT
GENERAL OBLIGATION BONDS**

An election will be held in the San Ysidro School District (the "District") on November 5, 2024, to authorize the sale of up to \$66.5 million in bonds of the District's School Facilities Improvement District No. 2 (the "Improvement District No. 2") to finance school facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District's Improvement District No. 2. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's Improvement District No. 2 assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is \$29.08 per \$100,000 of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is 2051-52.
2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$30.00 per \$100,000 of assessed valuation. It is estimated that such rate would be levied in fiscal year 2025-26 through 2050-51.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$114.5 million.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District's Improvement District No. 2 as determined by the County Assessor in the annual assessment and the equalization process.

By: _____
Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 23/24-0044 – RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHIN IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT

BACKGROUND INFORMATION:

Voters of the San Ysidro School District previously approved general obligation bond measures in March 1997 (Proposition C) and March 2020 (Measures T & U). To provide funding for critical school facilities and improvement projects, the District Board intends to place a bond measure on the November 5, 2024, ballot, which would authorize SFID No. 2 of the San Ysidro School District to issue \$68.5 million of bonds. Note: some of the key components of the resolution are:

- (a) 75-word Ballot Language which appears in Exhibit A of the resolution.
- (b) Project List which appears in Exhibit B.
- (c) Tax Rate Statement which is attached separately.

FISCAL IMPACT

The bond measure will request that voters within SFID No. 2 authorize the San Ysidro School District to issue \$68.5 million of general obligation bonds, the proceeds of which can be used to improve school facilities on the voter-approved project list. The bonds will be repaid from property taxes to be levied within SFID No. 2 and not from the general fund.

RECOMMENDATION:

Information Only. *(This item will be presented for action at the June 20, 2024 meeting of the San Ysidro School District Board of Trustees. The SFID No. 2 formation resolution will also be presented for board action at the June 20, 2024 meeting.)*

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 23/24-0044

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN
YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER
WITHINN IMPROVEMENT DISTRICT NO. 2 OF THE SAN
YSIDRO SCHOOL DISTRICT

WHEREAS, school districts are provided the authority under the Education Code to create school facilities improvement districts which would permit a district to address specific facility needs in certain geographical sections of the district; and

WHEREAS, the Board of Education (the “Board”) of the San Ysidro School District (the “District”) has previously created its School Facilities Improvement District No. 2 (the “Improvement District No. 2”) and established the boundaries of the Improvement District No. 2, as described in Exhibit B to Resolution No. 23/24-0044 approved by the Board on June 20, 2024; and

WHEREAS, the Board of the District is devoted to improving the quality of education in our local public schools by making classrooms safe from hazardous materials and suitable to support high quality instruction in core subjects like math, science, engineering and technology; and

WHEREAS, the Board has determined that schools benefiting the students residing within the Improvement District No. 2 need to be upgraded, repaired, expanded, improved and better equipped in a fiscally prudent manner to enable the District to also improve student safety and campus security by removing hazardous materials, like asbestos and by installing emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, given the age of the District’s schools, additional resources are necessary to make basic improvements, including repairing leaky roofs, plumbing, heating, ventilation and electrical systems; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and classroom technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a good long-term investment; and

WHEREAS, the State of California (the “State”) does not provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District conducted a facilities assessment with community engagement to identify the most pressing needs in each of the District owned schools benefiting the students residing within the Improvement District No. 2 to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging local schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens' oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which reduced the voter threshold for *ad valorem* property tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, Chapter 3, Part 10, Division 1, Title 1 (commencing with Section 15300) of the Education Code (the "Act") provides that the District may call an election for the purpose of seeking voter approval for the issuance of Proposition 39 general obligation bonds for the Improvement District No. 2; and

WHEREAS, San Diego County Board of Supervisors has adopted a resolution causing the provisions of the Act to be applicable within San Diego County; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District's voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities benefiting the students residing within the Improvement District No. 2 which will improve the health, safety and quality of education for students in the District; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District's Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, and to request the San Diego County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the San Diego County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the Improvement District No. 2 the question of whether bonds of the District in the aggregate principal amount of \$68,500,000 (the “Bonds”) shall be issued and sold for the purpose of raising money for the projects described in Exhibits “A” and “B” hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be November 5, 2024.

Section 3. That the purpose of the election shall be for the voters in the Improvement District No. 2 to vote on a proposition, a copy of which is attached hereto and marked Exhibit “A,” incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements benefiting the students residing within the Improvement District No. 2 to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits “A” and “B” are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit “B,” evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit “B” hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322. In connection with ordering the election pursuant to the provisions mentioned above, the District has obtained reasonable and informal projections or assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor that are available to the District.

Section 6. That the San Diego County Registrar of Voters and the San Diego County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024 within the Improvement District No. 2. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the San Diego County Registrar of Voters no later than August 9, 2024.

Section 8. That the Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the San Diego County Registrar of Voters by the established deadlines.

Section 10. That the Board authorizes the Superintendent or his designee to enter into professional services agreements with Dale Scott & Company, Inc., as municipal advisor and Stradling Yocca Carlson & Rauth LLP, as bond counsel in connection with the matters authorized by this resolution.

Section 11. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of San Diego County is requested to permit the Registrar of Voters to render

all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse San Diego County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 2024.

Irene Lopez
President, Board of Education
San Ysidro School District

Attest:

Antonio Martinez
Clerk, Board of Education
San Ysidro School District

STATE OF CALIFORNIA)
)ss
SAN DIEGO COUNTY)

I, Antonio Martinez, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23/24-0044, which was duly adopted by the Board of Education of the San Ysidro School District at the meeting thereof held on the 20th day of June, 2024, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Antonio Martinez, Clerk

EXHIBIT A

“SAN YSIDRO SCHOOL DISTRICT’S IMPROVEMENT BOND. With funds that cannot be taken by the State and spent elsewhere, shall School Facilities Improvement District No. 2 of the San Ysidro School District’s measure to replace leaky roofs and plumbing; upgrade aging electrical, heating and air-conditioning; improve classroom technology at Ocean View Hills Elementary and Vista Del Mar Middle Schools; and construct new educational facilities be adopted, authorizing \$68.5 million of bonds with legal rates, audits, levies below \$30 per \$100,000 of assessed valuation while outstanding (raising \$4,450,000 annually), citizen oversight, and full public disclosure of spending?”

Bonds – Yes

Bonds – No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT BOND MEASURE ELECTION NOVEMBER 5, 2024

The following is the full proposition presented to the voters of School Facilities Improvement District No. 2 of the San Ysidro School District by the San Ysidro School District:

“SAN YSIDRO SCHOOL DISTRICT’S IMPROVEMENT BOND. With funds that cannot be taken by the State and spent elsewhere, shall School Facilities Improvement District No. 2 of the San Ysidro School District’s measure to replace leaky roofs and plumbing; upgrade aging electrical, heating and air-conditioning; improve classroom technology at Ocean View Hills Elementary and Vista Del Mar Middle Schools; and construct new educational facilities be adopted, authorizing \$68.5 million of bonds with legal rates, audits, levies below \$30 per \$100,000 of assessed valuation while outstanding (raising \$4,450,000 annually), citizen oversight, and full public disclosure of spending?”

PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, equipping, furnishing or otherwise improvement of school facilities located within School Facilities Improvement District No. 2 of the San Ysidro School District. Additionally, funds may be utilized for the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIII A, Section 1(b)(3). This measure authorizes bond projects to be undertaken at all current and future District sites and facilities.

School Facility Project List. The items presented on the following list provide are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this measure. The types of projects authorized are:

- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer and gas lines, waterlines, storm drains and valves, heating, cooling, ventilation systems and electrical systems
- Make health and safety improvements, such as installing necessary seismic reinforcements, repairing termite damage and repairing and/or replacing aging building materials including removal of hazardous materials identified either prior to or during construction
- Improve student access to updated and modern technology, including acquiring and installing all necessary network infrastructure, wiring, servers, hardware, software, computers, devices, classroom technology tools, data backup systems, cybersecurity safeguards, remote learning software and other equipment conducive to a modern learning environment
- Update schools to improve student safety and security including installing additional fencing and gates, pedestrian access, walkways, lighting, reconfiguring entrances and drop-off/pickup locations, point of entry access, upgrading door locks and security systems, telephone infrastructure, intercom and emergency communications systems, video cameras and other video surveillance equipment bell systems, and fire and life safety systems

- Repair or replace deteriorating asphalt, concrete, asphalt, sidewalks, parking lots, driveways and walkways
- Renovate and modernize classrooms and school facilities including flooring, windows, window coverings, doors, lighting, interior and exterior finishes, and paint
- Construct new or modernize, upgrade, or renovate existing classrooms and other educational facilities in Otay Mesa based on education programs or student socio-emotional needs
- Renovate and repair restrooms
- Modernize, upgrade, renovate existing classrooms and construct new classrooms, meeting spaces and other educational facilities
- Renovate, expand and modernize classroom, workroom, multipurpose rooms, office and conference room spaces for a community resource center, mental health, wellness, and counseling
- Construct and equip new transitional kindergarten and pre-kindergarten classrooms, facilities, learning spaces and play areas
- Provide adequate furniture and equipment for all classrooms
- Improve energy efficiency and sustainability including installation of energy efficient lighting and systems, battery storage, electric buses and fleet and electric vehicle charging stations (to be used only with district vehicles).
- Develop, construct, install and improve outdoor areas including playgrounds, playfields, play surfaces, other athletic facilities, including locker rooms, equipment, outdoor learning and meeting areas, hardscaping, landscaping, irrigation improvements, and building/installing shade structures and seating
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades district-wide including site access, walkways, parking, staff and student restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment and classrooms

Incidental Expenses. Each of the bond projects described in this Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

Furnishing and Equipping. Each project is assumed to include its share of furniture, fixtures,

equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

Alternations to Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board of Trustees determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the Bond Project List, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities.

Bond Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Education. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this bond measure and the words used in the Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by

law, including Article XIII A, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District Board of Education hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the District Board of Education and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

FISCAL ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers in the District may be assured that their money will be spent only to address specific facilities needs of the District in compliance with the requirements of Article XIII A, Section I (b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following).

Evaluation of Needs. The Board of Education hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the project list contained in this ballot proposition.

Independent Citizens' Oversight Committee. The Board of Education shall establish an Independent Citizens' Oversight Committee pursuant to Education Code Section 15278 and following to ensure bond proceeds are expended only on the projects listed in this ballot proposition. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board of Education.

Performance Audits. The Board of Education shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects listed in this ballot proposition.

Financial Audits. The Board of Education shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the projects listed in this ballot proposition.

Special Bond Proceeds Account: Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board of Education shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited which will be a Building Fund to be held by the San Diego County Treasurer, as required by the California Education Code. As long as any proceeds of the bonds remain unexpended, the Superintendent of the District shall cause a report to be filed with the Board of Education annually stating (1) the amount of bond proceeds received and expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the

Superintendent shall determine and may be incorporated in the annual budget, audit, or another appropriate routine report to the Board of Education.

ADDITIONAL SPECIFICATIONS

Terms of the Bonds. The bonds may be issued and sold in several series in accordance with the financing plan determined by the Board of Education. Bonds may be issued pursuant to the Education Code or the Government Code in the discretion of the Board of Education at interest rates not exceeding the legal limits.

Limit on Use of Bond Proceeds. Proceeds from the sale of bonds authorized by this proposition may be used only for the construction, reconstruction, rehabilitation or replacement of school facilities including the furnishing and equipping of school facilities or acquisition or lease of real property for school facilities and not for any other purpose, including teacher and administrator salaries not related to oversight of the projects to be constructed with the bonds and other school operating expenses. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the projects being financed.

**TAX RATE STATEMENT
REGARDING PROPOSED**

**\$68.5 MILLION
SAN YSIDRO SCHOOL DISTRICT
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2
IMPROVEMENTS
GENERAL OBLIGATION BONDS**

An election will be held in the San Ysidro School District (the "District") on November 5, 2024, to authorize the sale of up to \$68.5 million in bonds of the District's School Facilities Improvement District No. 2 (the "Improvement District No. 2") to finance school facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District's Improvement District No. 2. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's Improvement District No. 2 assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is \$29.98 per \$100,000 of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is 2051-52.
2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$30.00 per \$100,000 of assessed valuation. It is estimated that such rate would be levied in fiscal year 2025-26 through 2050-51.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$120.1 million.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District's Improvement District No. 2 as determined by the County Assessor in the annual assessment and the equalization process.

By: _____
Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

RESOLUTION 24/25-0003

**DESIGNATING AUTHORIZED AGENTS TO SIGN SCHOOL ORDERS
(COMMERCIAL WARRANTS)**

San Ysidro School District, San Diego County ON MOTION OF member _____,
seconded by member _____ effective July 1, 2024 through June 30, 2025.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code
Section, 425632 or 85232.

Dr. Gina A. Potter and Marilyn Adrianzen

be and are hereby authorized to sign any and all orders in the name of said District, drawn on
the funds of said District.

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

PASSED AND ADOPTED by said Governing Board on May 23, 2024 by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA)

SS
COUNTY OF SAN DIEGO)

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

Clerk of the Governing Board

Manual signatures (s) of authorized person(s)

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION 24/25-0004

AUTHORIZING AGENTS TO ISSUE THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____
the following Resolution is adopted effective July 1, 2024 through June 30, 2025:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the San Ysidro School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Manual Signature

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

PASSED AND ADOPTED by said Governing Board on May 23, 2024:

AYES: _____

NOES: _____

ABSENT: _____

I, Antonio Martinez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 24/25-0005**

**DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND
SCHOOL ORDERS FOR FISCAL YEAR 2024-25**

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective July 1, 2024 through June 30, 2025.

THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Authorized signers on established school district bank accounts shall be as follows:
 - a. **Cash Clearing Account:** established with an initial balance of \$1,000 to deposit funds awaiting transfer to County Treasury.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - b. **Purchase Card Account:** established with an initial balance of \$40,000 for payment of obligations resulting from purchase of low-cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - c. **District Revolving Cash Fund Account:** was established with an initial balance of \$50,000. Due to the increase in the need for payment obligations resulting from purchases of low-cost goods and services and other payment responsibilities at the District level, effective July 1, 2023, the Revolving Cash Fund Account was increased to \$100,000.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - d. **Associated Student Body (ASB) Account:** Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - iii. Manuel Bojorquez, Principal, San Ysidro Middle School
 - iv. Irene Herrera-Cevallos, Principal, Vista Del Mar School
 - e. **Debit Card Account for ASB Accounts:** Established for payment of obligations resulting from purchase of low-cost goods based on the available funds of each individual ASB Account for San Ysidro Middle School and Vista Del Mar Middle School. (Effective October 2023)
 - i. Marilyn Adrianzen, Chief Business Official

SAN YSIDRO SCHOOL DISTRICT

Resolution No. 24/25-0006 Delegation of Authority

Effective July 1, 2024 to June 30, 2025

WHEREAS, Education Code Section 17604 provides that wherever in the code the power to contract is invested in the governing board of the school district or any member thereof, such power may by a majority vote of the board be delegated to its district superintendent, or to such persons as the superintendent may designate; and

WHEREAS, Education Code Section 17604 further provides that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, said approval or ratification to be evidenced by a motion of said board duly passed and adopted;

WHEREAS, any delegation of authority by the Board under section 17604 and section 17605 may establish limits on the dollar value and designate appropriate staff who are authorized to exercise such authority; and

WHEREAS, the Board desires to delegate such contract and signing authority to the District Superintendent and the Chief Business Official for contracts of less than \$30,000, respectively; and

WHEREAS, in accordance with Education Code section 17605, this delegation of authority shall also be limited to the statutory threshold set forth in Public Contract Code section 20111, of \$15,000, for the award of any contract for public project, as defined in Public Contract Code section 22002(c), pursuant to this delegation of authority.

WHEREAS, the Board desires to authorize the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to \$15,000 or 10% of the original contract price, whichever is greater.

NOW, THEREFORE BE IT RESOLVED AND DETERMINED that pursuant to Education Code Section 17604 the power to contract on behalf of the Governing Board of the San Ysidro School District of San Diego County, California, is hereby delegated to the Superintendent and the Chief Business Official during the 2024-25 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

BE IT FURTHER RESOLVED that the Governing Board hereby delegates the authority to the Superintendent, or such person as the Superintendent may designate to (i) call for bids, including placing advertisements as required pursuant to the Public Contract Code; (ii) reject all bids if rejection is determined by District staff to be in the best interests of the District; (iii) recall and re-advertise for bids; and (iv) take such other action as may be reasonably necessary to accomplish those tasks delegated pursuant to this Section.

IN ADDITION, the Governing Board hereby delegates the authority to the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to \$15,000 or 10% of the original contract price, whichever is greater.

CAVEATS: All transactions entered into by the officer or employee shall be reviewed by the Governing Board every 60 days (Ref. Education Code Section 17605). In the event of malfeasance in office, the school district official invested by the Governing Board with the power of contract shall be

personally liable to the school district employing him or her for any and all moneys of the District paid out as a result of the malfeasance.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at San Ysidro, California, on this 23rd day of May 2024, by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA) SS
COUNTY OF SAN DIEGO)

I, Antonio Martinez, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

Date: _____

Clerk of the Governing Board

**San Ysidro School District
Resolution No. 24/25-0007**

**DESIGNATING AUTHORIZED DISTRICT REPRESENTATIVES AND SIGNATORIES WITH
THE STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION**

San Ysidro School District, San Diego County ON MOTION OF Member _____,
seconded by Member _____, effective July 1, 2024 to June 30, 2025.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions commencing with Education Code
Section 17070.10, et seq.,

Superintendent and Chief Business Official

are hereby authorized to sign all documents and act on behalf of the District with the State Allocation
Board Office of Public School Construction.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be
submitted in writing to the State Allocation Board Office of Public School Construction.

PASSED AND ADOPTED by the Governing Board of San Ysidro School District on this 16th day of
May, 2024, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Antonio Martinez, Clerk to the Governing Board of San Ysidro School District of San Diego County,
California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted
by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is
on file and of record in the office of said Board.

Date: May 23, 2024

Clerk to the Governing Board

Authorized person(s):

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

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Human Resources
Manuel Bojorquez, Director

Informational
 Action

AGENDA ITEM: 2024-2025 CLASSIFIED EMPLOYEE 10 MONTH (213 DAYS) LEAD CHILD NUTRITION SPECIALIST WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2024-2025 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 10 Month (213 Days) Lead Child Nutrition Specialist Work Calendar for the 2024-2025 school year.

RECOMMENDATION:

Approve the 2024-2025 Classified Employee 10 Month (213 Days) Lead Child Nutrition Specialist Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

--

N/A

(Amount)

--

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2024-2025

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

Lead Child Nutrition Specialist
213 Work Year

10 Months

Work Days	185
Holidays	18
Mandatory Vacation Days	10
Non-Work Days	48

Vacation Days with Approval

1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
2	4	5	7	8

3/5/2024

Board Approved

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

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

July, 2024

1	2	3	4	5						7/4 - Independence Day - Legal Holiday
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30	31			3	5	1	0	17	

January, 2025

		1	2	3						1/1 - New Year's Day - Legal Holiday
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						1/20 - Martin Luther King Jr. - Legal Holiday
27	28	29	30	31	13	14	2	4	3	

August, 2024

	1	2								
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	22	22	0	0	0	

February, 2025

3	4	5	6	7						
10	11	12	13	14						2/14 - A. Lincoln - Legal Holiday
17	18	19	20	21						2/17 - G. Washington - Legal Holiday
24	25	26	27	28						
					18	18	2	0	0	

September, 2024

2	3	4	5	6						9/2 - Labor Day - Legal Holiday
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30					14	14	1	0	6	9/23 - 10/4 Student Fall Break

March, 2025

3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						3/24 - 4/4 Student Spring Break
24	25	26	27	28						3/28 - Spring Holiday
31					15	15	2	3	1	3/31 - Cesar Chavez - Local Holiday

October, 2024

	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		18	19	0	0	4	

April, 2025

	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30			18	19	0	0	3	

November, 2024

				1						
4	5	6	7	8						11/11 - Veteran's Day - Legal Holiday
11	12	13	14	15						11/27 - Admission Day - Legal Holiday
18	19	20	21	22						11/28 - Thanksgiving - Legal Holiday
25	26	27	28	29	15	15	4	0	2	11/29 - Thanksgiving - Local Holiday

May, 2025

		1	2							
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	21	21	1	0	0	5/26 - Memorial Day - Legal Holiday

December, 2024

2	3	4	5	6						12/23 - 1/10 Student Winter Break
9	10	11	12	13						12/24 - Christmas Eve - Legal Holiday
16	17	18	19	20						12/25 - Christmas Day - Legal Holiday
23	24	25	26	27						12/30 - CSEA Floating Holiday
30	31				15	15	4	3	0	12/31 - New Year's Eve - Legal Holiday

June, 2025

2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						6/19 - Juneteenth - Legal Holiday
23	24	25	26	27						
30					8	8	1	0	12	

Lead Child Nutrition Specialist

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM: Jose Iniguez, Assistant
Superintendent

INITIAL: _____

Informational
 Action

AGENDA ITEM: HOME TO SCHOOL TRANSPORTATION PLAN

BACKGROUND INFORMATION:

To receive additional funds for the costs associated with providing student transportation services, the District must adopt a Home To School Student Transportation Plan. (Education Code 39800.1).

Attached: 2024-27 Home To School Transportation Plan

RECOMMENDATION:

Approve the 2024-27 Home To School Transportation Plan.

LCAP GOAL AND ACTION/SERVICE (please indicate): LCAP Goal 3.1 Student Engagement and School Climate: Maximize use of personnel to ensure student safety & access to an equitable environment.

Renewal New Amendment Ratify Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

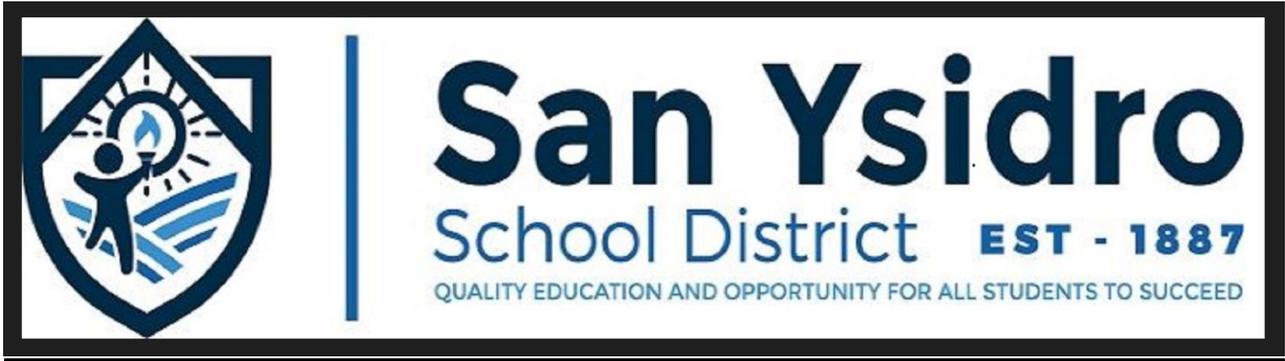
N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board



2024-27 Home To School Transportation Plan



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OUR DISTRICT

The community of San Ysidro is a culturally diverse, binational region adjacent to the U.S.-Mexico border. Over 4,000 preschool to 8th-grade students are enrolled in the San Ysidro School District (SYSD). Among our students, 23% are homeless, 72% are socioeconomically disadvantaged, .33% are in foster care, and 49% are English learners. Our LCFF Unduplicated Percentage is 82%. Among our English learners, Spanish is the dominant primary language of our families, and over 18 other languages and dialects are represented within our school community. As a district, we serve an almost 15% student population that qualifies for special education services. Our District includes five elementary schools, transitional kindergarten through kindergarten through 5th/6th grade, and two middle schools serving students from grades 6/7 and 8. Additionally, the school district runs a preschool program through our Child Development Center (CDC) at three locations. In addition, we offer Transitional and pre-kindergarten within the District at selected school sites.

OUR MISSION

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

BOARD OF EDUCATION

Board President	Board Vice-President	Board Clerk
		
Irene Lopez Irene.Lopez@sysdschools.org	Zenaida Rosario zenaida.rosario@sysdschools.org	Antonio Martinez Antonio.Martinez@sysdschools.org
Board Member	Board Member	
		
Rudy Lopez Rodolfo.Lopez@sysdschools.org	Rosaleah Pallasigüe Rosaleah.Pallasigüe@sysdschools.org	

TRANSPORTATION

The Board of Education desires to provide students with safe and efficient transportation to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. The extent to which the District provides transportation services shall depend upon student and community needs and the continuing assessment of district resources. (BP 3540)

TRANSPORTATION PLAN

Per Education Code 39800.1, the District has developed this plan describing the transportation services it offers students, including how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any grades 1 to 8. This transportation plan was created in collaboration with our educational partners. We also consulted families and the San Diego County Air Pollution Control District. The Transportation Plan reflects San Ysidro School District's Board Policies and Administrative Regulations.

TRANSPORTATION SERVICES

The District currently owns 11 school buses: Seven (7) large buses (60 or more passengers) and four (4) small buses (36 or fewer passengers). In addition, the District owns three (3) passenger vans. These vehicles traveled an average of 116,800 miles in the 2022-2023 school year.

The District currently operates a total of six (6) routes, two (2) of which are NPS routes, serviced by six (6) bus drivers, six (6) bus aides, one (1) transportation operations technician, and one (1) mechanic. District transportation staffing may change depending on student needs. The District transported students on 245 field trips this year.

Current District Transportation Resources				
Scenario	# of bus Driver Positions	# of Van Driver Positions	# of Routes	# of NPS Routes
Current Resources	6	N/A	5	2

PUPIL DATA AND ROUTE MANAGEMENT PROCEDURES

For 2022-23, the District is transporting 243 students and seven (7) students to outside entities (NPS). Of the 250 students receiving transportation services, 42 are homeless, 248 are English learners, two (2) are in foster care, and 83 are eligible for Special Education Services. The Transportation Department shall assign students to buses and bus stops and notify affected schools based on current student transportation eligibility criteria. (BP 3540)

	Current Transportation								
	CDC	La Mirada	OVHS	Smythe	Sunset	SYMS	VDM	Willow	NPS
Special Education	10	8	6	22	1	22	4	3	7
General Ed	0	18	22	6	0	83	16	15	NA
Totals	10	26	28	28	1	105	20	18	7

The District maintains bus route information. Each route shall show the travel route, the pick-up and drop-off locations, and the expected departure time from each location. The criteria for bus route design are to provide a safe route to and from school, minimize miles driven, allow adequate time for schedules to be met, and effectively utilize staff and equipment resources. Bus stops shall only be assigned within the established transportation eligibility areas. (AR 3540(a))

STUDENT ELIGIBILITY

The District prioritizes the transporting of students in Grades TK through 8 grade by doing the following:

- The San Ysidro Elementary School District policy provides that students residing beyond certain prescribed distances from their school of residence shall be eligible for home-to-school bus transportation services. Board Policy 3541. These distances are:
 - Grades TK-6: One (1) mile radius
 - Grades 7-8: One plus one-half (1.5) mile radius, as space allows
- The Governing Board may make exceptions to the Non-Service Zones based on exceptional circumstances
- Establish bus stops at designated locations using criteria established by the California Highway Patrol (California Vehicle Code, including section 22504) and consistent with the recognition of each school's Non-Service Zone
- Require submission of an application to receive General Education transportation service before the beginning of each school year to include home address, school of attendance, grade level, and household income level
- Determine the maximum capacity of bus routes
- Assign students to routes in the following order until the route's maximum capacity is reached:

- Students residing in households with an income level at or below the “low-income” threshold
- Students in grades TK-6 residing in households with an income level above the “low-income” threshold
- Students in grades 7-8 residing in households with an income level above the “low-income” threshold

UNDUPLICATED/PRIORITY GROUP STUDENTS

Our Unduplicated Pupil Percentage (UPP) is approximately 82%. The UPP includes students who are English learners, income-eligible for free or reduced-price meals, or are in foster care: 72% are socioeconomically disadvantaged, .33% are in foster care, and 49% are English learners. Among our English learners, Spanish is the dominant primary language of our families, but over 18 other languages and dialects are represented within our school community. In addition, we do not charge students for transportation services. The District records, reports, and certifies its unduplicated pupils in CALPADS each year, which is summarized and certified in Report # 1.17 – FRPM/English Learner/Foster Youth – Count. This report reflects data as of October of each year.

STUDENTS EXPERIENCING HOMELESSNESS

Almost 24% of our students are considered homeless. Students designated as homeless are monitored and serviced by the Pupil Services Department. In addition, our Pupil Services Department works with the family to ensure the transportation of homeless students to and from school. When a student experiencing homelessness resides outside of district boundaries, the superintendent or designee shall consult with the District of residence superintendent to apportion responsibility and transportation costs. (AR 3541, 42 USC 11432)

STUDENTS WITH DISABILITIES

The San Ysidro Elementary School District desires to meet the transportation needs of students with disabilities, who compose almost 15% of our student population. The District provides appropriate transportation services, at no cost, for a student with disabilities when the District is the student's District of residence and recommended by an individualized education program (IEP) or Section 504 accommodation plan team. The IEP or Section 504 accommodation plan team will collaborate with the transportation department administrator/staff to discuss a student's transportation needs (Policy 3541.2). Pick-up and drop-off times and locations may change based on student needs.

WHEELCHAIRS

When a student is transported in a wheelchair, a minimum three-point tie-down is required on the school buses. Wheelchairs should meet National Safety Standards. NSS recommends WC-19 compliance. Each wheelchair will be inspected before transporting a student to ensure it has:

1. Properly operating brakes.

2. Auto-type buckle lap belts permanently attached to the wheelchair frame (not Velcro-type fasteners).
3. Footrests.
4. Batteries attached to the chair in a sealed, leak-proof container (if applicable).
5. No temporary repairs utilizing duct tape, wire, zip ties, etc.

TRANSITIONAL KINDERGARTEN AND KINDERGARTEN STUDENTS

Pre-Kindergarten and Kindergarten students are required to have a designated person at the bus stop to receive them. Pre-Kindergarten and Kindergarten students will be returned to their school of attendance if designated parents/guardians do not receive the student at the bus stop at their scheduled arrival time. The bus driver will notify dispatch, informing the school administration when they return a student to their school. The parent is responsible for picking up the student(s) from the school site. Future transportation privileges may be suspended if a student is returned to school.

SCHEDULED PICK-UP

Morning

Students should be at their bus stop five to ten (5-10) minutes before their scheduled pick-up time, form a line, and be ready to board. The driver will instruct students when to approach and board the bus. Since most buses are scheduled for more than one school, on-time departures are essential. Parents are responsible for transporting children to school if they are late for the morning bus pick-up.

Afternoon

Due to our impacted bus routes, drivers will wait for a maximum of seven (7) minutes after the end of instructional time. If a student arrives at the pick-up location after seven (7) minutes, the student should inform personnel in the school's main office and wait there until their parent/guardian arrives. Parents are responsible for picking up students who miss the bus due to being late. If the bus will be late for reasons beyond the bus driver's control (including field trips), the transportation operations technician will inform the school's administration.

Students designated as "must meet" will not be dropped off at their designated stop unless a parent/guardian (or other pre-approved emergency contact) is present to receive them. Parents/guardians of students designated as "must meet" should be present five (5) to ten (10) minutes before the designated drop-off time. When a pre-approved adult is not present to meet a "must meet" student, that student will be transported to their designated school for appropriate pick-up. Both school and transportation services administrators will contact the family.

Students who miss their bus for three (3) consecutive days will lose their transportation privileges. Parents/guardians may contact our transportation operations technician, Joanna Velasco, at 619-428-4476 x3058 or joanna.velasco@sysdschools.org as soon as possible to renew transportation privileges.

FIELD TRIPS

The District may provide transportation for students, employees, and other individuals for field trips and other school-related trips approved according to Board Policies and Administrative Regulations.

AUTHORITY OF THE BUS DRIVER

CCR Title 5 Section 14103 indicates pupils transported in a school bus shall be under the authority of the bus driver who is responsible for their orderly conduct while on the bus. Continued disorderly conduct or persistent refusal to submit to the driver's authority shall be sufficient reason to suspend a student's transportation privileges. The driver shall have the authority to discontinue the operation of a district bus whenever they determine it is unsafe to continue. (AR 3542) A bus driver shall not require pupils to leave the bus en route between home, school, or other destinations.

The school bus driver or another school official may order any person to disembark if that person enters a school bus without prior authorization and intends to commit a crime. (Education Code 39842; 13 CCR 1256.5)

SAFE BUS OPERATIONS

A bus driver is prohibited from driving a school bus using a telephone or other electronic devices. A school bus shall only be operated if the number of passengers is within the bus seating capacity. No unauthorized person may enter a school bus. The District maintains a comprehensive transportation safety plan. Written safety information shall be provided to parents/guardians of all students who ride the bus. Emergency bus evacuation drills shall be conducted annually.

School bus drivers shall ensure that students are supervised on a school bus, except to perform red light escorts to other students 22112(d) VC, and comply with the legal requirements of collisions and mechanical breakdowns. All school bus drivers shall remain near the school bus.

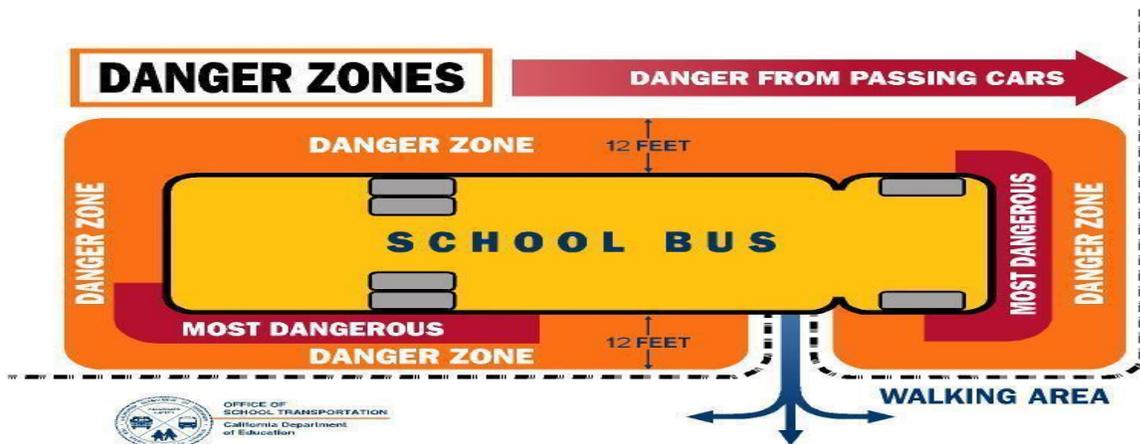
School bus drivers shall perform a "student check" after each route, a post-trip inspection, and a child check upon return to the yard. In addition, the bus driver shall walk to the bus's rear, checking each seat for sleeping children and personal items left behind by the students on their route. The school bus driver will then scan the asset tag at the rear of the school bus and recheck all seats as they walk back to the front of the school bus.

SCHOOL BUS RULES AND PROCEDURES

Parents/guardians of students who receive district transportation are given a copy of student rules related to bus safety. The bus driver will notify pertinent school administrators when a student violates transportation-related rules. In collaboration with site administrators, district staff may suspend transportation privileges for repeated or severe violations of district transportation rules.

DANGER ZONE AROUND BUSES

At the beginning of each school year, transportation department staff will visit schools to inform all students of the area surrounding the school bus called the Danger Zone. The Danger Zone is the area extending twelve feet in all directions from the school bus in which serious student injuries and deaths occur. When the students board the school bus, they must follow the routes shown in yellow on the Danger Zone illustration. This places them within view of the school bus driver at all times.



PASSENGER RESTRAINTS

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers must be appropriately restrained by that system before the school bus is put in motion. School bus drivers shall be informed of procedures to ensure that all passengers are restrained reasonably. (*Title 5 CCR Section 14105: "All passengers in a school bus or in a school pupil activity bus that is equipped with passenger restraint systems per sections 27316 and 27316.5 vehicle Code shall use the passenger restraint system..."*)

The school bus driver shall ensure that all student passengers are correctly restrained. Students will receive instructions on properly using the passenger restraint system during the annual emergency evacuation drills. Before the operation, all school bus drivers shall inspect the passenger restraint system currently available on each bus as part of the pre-trip inspection to ensure that all students are protected to the maximum extent. (VC 27316 (c).

EMERGENCY EQUIPMENT

Each school bus shall be equipped with a first aid kit, roadside warning devices, and at least one fire extinguisher in the bus driver's compartment, which meets the standards specified by law. Each bus driver shall ensure that the school bus they are operating is properly equipped with the necessary emergency equipment based on school bus type/size and is in good working order. The fire extinguisher(s) must be appropriately rated as required by law.

PROCEDURE FOR SCHOOL BUS INCIDENT

In case of a school bus incident/collision, the school bus driver shall immediately secure the school bus and ensure the appropriate authorities are notified of the event (911/CHP/SDPD/SDFD). Dispatch will contact the CHP if students are present. The dispatcher will notify the assistant superintendent or superintendent. The Assistant Superintendent will notify the Superintendent, the Chief Business Official, and the Principal. The CHP officer investigating the scene will determine when the school bus and the students will be released. Students will only be released to their parents/guardians.

EVACUATION AND SAFETY INSTRUCTION

In compliance with the California Education Code, Section 39831.5 (a) (2), All students will have at least one bus evacuation training drill every year. The bus evacuation drills will occur, including school loading zones, under the supervision of safety and training personnel and school officials. Each time a bus leaves a school on an activity trip, the driver will provide students and teachers instructions for emergencies, including emergency exits, the first aid kit, and the fire extinguisher location.

LOST OR FORGOTTEN BUS PASSES

For safety purposes, students must present passes to board the bus. Students who forget or lose their bus pass may board the bus. However, we ask that parents/guardians contact the transportation operation technician, Joanna Velasco, at 619-428-4476 x3058 or joanna.velasco@syzdschools.org as soon as possible.



Curriculum & Instruction

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: EDUCATIONAL FIELD TRIP TO SOUTHWESTERN COLLEGE FOR STUDENTS PARTICIPATING IN THE Y.E.S. ACADEMY

BACKGROUND INFORMATION:

The Y.E.S. Academy offers challenging & enriching courses that allow students to learn something new or refine their skills through projects, practice, discussions, and hands-on experiences. Each course provides students with a new and unique experience in a college atmosphere that promotes a well-rounded opportunity to learn through instruction and experiential learning.

Educational Services is requesting approval for up to one hundred students to participate in this great summer program. Students can register for up to two courses and the Writer’s Café during the first session, which is scheduled for June 10 through June 20, 2024. All courses will be in-person at the SWC main campus located at 900 Otay Lakes Road, Chula Vista.

Cost implications include: ▪ Registration fees, ▪ lunch, ▪ T-shirts for participating students, ▪ transportation services, and ▪ compensation for District chaperones.

RECOMMENDATION:

Approve the educational field trip to Southwestern College for approximately one hundred students to participate in the Y.E.S. Academy this summer at the total cost of \$126,000.00 from the ELO-P fund.

LCAP GOAL AND ACTION/SERVICE:

Goal #3: School Culture and Student Engagement. – Action 3.8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$126,000.00

(Amount)

ELO-P Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



SOUTHWESTERN COLLEGE Y.E.S. ACADEMY

YOUTH EXCELLENCE & SUCCESS ACADEMY

For Students Entering Grades 4th–12th

Summer 2024

Session 1: June 10–20

(No classes June 14 and June 19)

Session II: June 24–July 3

(No class on June 28)



ENROLL TODAY!

Registration opens April 8, 2024

*Summer Youth Programs
and Parent University*

Learn More & Register at: www.swccd.edu/yes

Nancy Castro-Nieto, Coordinator, nnieto@swccd.edu (619) 421-6700 ext. 5953

Celebrating 47 years! www.swccd.edu/yes



Y.E.S. Academy Summer Program

June 10, 2024 – June 20, 2024

This proposal forms the basis of an agreement between Southwestern Community College District – Y.E.S. Academy and San Ysidro Elementary School District established to demonstrate the parties' commitment to collaboration and innovation for students in a college environment. Below is a proposal that defines and formalizes the relationship between the parties and sets out their respective roles and responsibilities within the partnership.

The agreed services to be delivered are:

San Ysidro Elementary School District agrees to provide the following:

- Identify and host up to 100 San Ysidro School District (SYSD) students to participate in the Y.E.S. Academy Summer Program - 2024
- Payment for up to two (2) classes per student (200 seats) for Session I; both AM and PM classes (June 10-20, 2024)
- Payment for Writers' Café for each identified student – 30 minute lunch period for students in-between AM and PM classes
- Payment for lunches for the 7 days for all SYSD students who attend (\$15/lunch/day/student).
- Payment and sizes for Y.E.S. Academy T-shirts (\$14/student)
- Bus transportation for all SYSD students who need transportation to Southwestern College – Chula Vista campus (900 Otay Lakes Road, Chula Vista, CA 91910).
- Provide one (1) adult chaperone per bus to accompany SYSD students in the morning coming to the college and in the afternoon to return to the bus drop off.
- SYSD Chaperones will stay from 9:00 am to 2:30 pm to help monitor and support the needs of the SYSD participating students.

Southwestern College agrees to provide the following:

- Register and enroll the SYSD students into the Y.E.S. Academy classes – Session I (June 10-20, 2024)
- Arrange for lunches for the SYSD students and provide a place for students to eat their lunches.
- Provide information for bus drop off and bus pick up
- Provide Y.E.S. Academy T-shirts for all SYSD students who attend.
- Provide a list of enrolled students to SYSD – Office of Educational Services a minimum of 2 weeks before classes start on June 10, 2024
- Provide total cost of services – invoice will be provided on or before June 30, 2024

In the event of any course cancellation, Southwestern College agrees to inform SYSD a minimum of 3 days prior to the start of Session and will notify SYSD and parents and move students to a new class during the same timeframe.

Pricing

Southwestern College Y.E.S. Academy has established the per student/per class the price for the following courses as follows:

Asian Cultures in Asian American Through Crafts, Food, and Dance	\$165
The Art of It	\$165
The Art of Cartoon Caricature Sketch	\$165
Modern Band	\$165
Film Making: The Commercial	\$165
Introduction to SongWriting	\$165
Kickboxing	\$165
Learn to Sing and Express Yourself with Music	\$165
Musical Theater Dance	\$165
Pottery: Creating with Clay	\$185
Yoga	\$165
Introduction to Modern Automotive	\$175
Illustrative Painting Using Gouache (opaque watercolors)	\$165
Intro to Computer Science with Block Coding	\$165
Writers Café	\$40/student
Lunch	\$15/student
T-Shirts	\$14/student

Total amount per student not to exceed \$750.00

- Classes (2 classes): \$350.00
- Writer's Cafe (for 7 days): \$280.00
- Lunches (for 7 days): \$105.00
- T-Shirt: \$ 14.00

Project Total: Not to Exceed Amount **\$75,000** (100 students at \$750/student)

College Contact: Nancy Nieto, Y.E.S. Academy Coordinator
NNieto@swccd.edu

Respectfully Submitted:

Jennifer Lewis

Jennifer Lewis, Dean
Southwestern College
900 Otay Lakes Road
Chula Vista., CA 91910
Email: JLewis2@swccd.edu
Phone: 619-482-6375

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: PURCHASE AGREEMENT WITH COMMON GOAL SYSTEMS, INC. FOR THE TEACHEREASE PROGRAM

BACKGROUND INFORMATION:

The TeacherEase program helps implement Standards-based learning and differentiated instruction in the classroom. For teachers and organizations, Standards-based education is a substantial change and requires significant effort. TeacherEase supports this process by providing world-class tools that make Standards-based practices easier. TeacherEase also helps implement Standards-based learning and differentiated instruction in the classroom by providing world class tools that make practices easier. Finally, this program supports traditional and Standards-based grading, helps teachers save time, communicate with parents, and improve student performance.

Educational Services is requesting approval to renew the TeacherEase Program for our two Middle Schools for the 2024-25 school year.

Cost implications include access for teachers and administrators as indicated below:

<i>School</i>	<i>Teachers</i>	<i>Administrators</i>	<i>Total Cost</i>
San Ysidro Middle	35	4	\$4,780.64
Vista Del Mar Middle	22	6	\$3,765.48
<i>Total</i>			\$8,546.12

RECOMMENDATION:

Approve the purchase agreement with Common Goal System, Inc. for the TeacherEase Program to serve as a parent communication portal for San Ysidro Middle and Vista Del Mar Middle Schools at the total cost of \$8,546.12 from the Supplemental and Concentration Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

Goal 5: Parent Engagement ~ Action 5.4: Improve home-school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events. Including providing access to families with primary language support and modes for access.

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

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

Requisition #

Yes No

Yes No

\$8,546.12

(Amount)

Supplemental and Concentration Fund

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**



COMMON GOAL
SYSTEMS INC

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #4410

In accordance with the Common Goal Systems Terms of Service (version 3/2021), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School	
School Name:	Vista del Mar Middle
District:	San Ysidro School District
Address:	4885 Del Sol Blvd.
City, State, Zip:	San Diego CA 92154
Phone:	619-661-0457

Services				
Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	22	\$145.05	\$3,191.10
2	Admins	6	\$95.73	\$574.38
Total:				\$3,765.48

Period
Start Date: 7/1/2024
End Date: 6/30/2025

Payment Terms
Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the Common Goal Systems Terms of Service (version 3/2021).

Name:
Title:
Email:
Signature:
Date:

Instructions	
1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: PURCHASE AGREEMENT WITH THE COLLEGE BOARD FOR
SPRINGBOARD MATHEMATICS MATERIALS

BACKGROUND INFORMATION:

SpringBoard Mathematics is a core curriculum for all students in grades sixth to twelfth. It is a complete instructional program, aligned to State standards, which gives teachers everything they need to get students ready for college-level work. This program offers engaging activities and lessons, formative and summative assessments, and a wide range of tools and resources that support teachers while giving them the flexibility to teach their way.

The SpringBoard Mathematics Program was adopted and implemented in the 2017-18 school year. The purchase agreement with The College Board needs to be renewed for the school year 2024-25 to provide students the required core instructional materials. This agreement includes SpringBoard Math student books and digital access for all students in grades sixth to eighth.

RECOMMENDATION:

Approve the purchase agreement with The College Board for the SpringBoard Math Program for all students in grades sixth to eighth at the cost of \$17,645.10 from the Lottery fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.22: Continue to focus on instructional design for Math including CCSS based gradual release lessons and small group support/tutoring to ensure access for all students through intervention and scaffolding to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$17,645.10

(Amount)

Lottery Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2024-2025 California Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Provide contact information

School Name	La Mirada Elementary
Contact for Materials	Laura English
Contact Email Address	alma.english@sysdschools.org
Contact Phone	(619)428-4424
IT Contact/Email	todd.lewis@sysdschools.org

Step 2. Provide shipping information & enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location	District's Warehouse	Ship To Contact	Elizabeth Originales
Address 1	4350 Otay Mesa Road	Phone	(619)428-4476 Ext. 3019
City	San Ysidro	Email	elizabeth.originales@sysdschools.org
State	CA	Lift Gate Required?	No
9-Digit Zip	92173	Inside Delivery?	No
		Receiving Hours	7:00 am - 1:00 pm
		Receiving Location	District's Warehouse

Math National Edition	STUDENT DIGITAL ACCESS				PRINT TEACHER EDITIONS			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0380-7	\$16.70	70	\$ 1,169.00	978-1-4573-0155-1	\$91.00	0	\$ -
Course 2 - 2014©	978-1-4573-0381-4	\$16.70	0	\$ -	978-1-4573-0156-8	\$91.00	0	\$ -
Course 3 - 2014©	978-1-4573-0382-1	\$16.70	0	\$ -	978-1-4573-0157-5	\$91.00	0	\$ -
Algebra 1 - 2014©	978-1-4573-0383-8	\$17.70	0	\$ -	978-1-4573-0158-2	\$94.00	0	\$ -
Geometry - 2015©	978-1-4573-0384-5	\$18.20	0	\$ -	978-1-4573-0159-9	\$98.00	0	\$ -
Algebra 2 - 2015©	978-1-4573-0385-2	\$18.20	0	\$ -	978-1-4573-0160-5	\$98.00	0	\$ -
Precalculus - 2015©	978-1-4573-0386-9	\$18.20	0	\$ -	978-1-4573-0161-2	\$98.00	0	\$ -

ELA & ELD California Edition	STUDENT ELA & ELD DIGITAL ACCESS				PRINT ELA TEACHER EDITIONS			
	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	160071431	\$18.00	0	\$ -	978-1-4573-0469-9	\$92.00	0	\$ -
Grade 7 - 2017©	160071432	\$18.00	0	\$ -	978-1-4573-0470-5	\$92.00	0	\$ -
Grade 8 - 2017©	160071433	\$18.00	0	\$ -	978-1-4573-0471-2	\$92.00	0	\$ -
Grade 9 - 2017©	160071434	\$18.70	0	\$ -	978-1-4573-0472-9	\$98.00	0	\$ -
Grade 10 - 2017©	160071435	\$18.70	0	\$ -	978-1-4573-0473-6	\$98.00	0	\$ -
Grade 11 - 2017©	160071436	\$18.70	0	\$ -	978-1-4573-0474-3	\$98.00	0	\$ -
Senior English - 2017©	160071437	\$18.70	0	\$ -	978-1-4573-0475-0	\$98.00	0	\$ -

Math Total	\$1,169.00
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$1,169.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Marilyn Adrianzen	Chief Business Official	X	5/24/2024
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes printed student and teacher editions for English Language Arts (ELA), a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the number of students indicated when ordering for that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, ELA student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing ELA student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection.

College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States. To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

2024-2025 California Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Provide contact information

School Name	Smythe Elementary
Contact for Materials	Rebecca Bravo
Contact Email Address	rebecca.bravo@sysdschools.org
Contact Phone	(619)428-4447
IT Contact/Email	todd.lewis@sysdschools.org

Step 2. Provide shipping information & enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location	District's Warehouse	Ship To Contact	Elizabeth Originales
Address 1	4350 Otay Mesa Road	Phone	(619)428-4476, Ext. 3019
City	San Ysidro	Email	elizabeth.originales@sysdschools.org
State	CA	Lift Gate Required?	No
9-Digit Zip	92173	Inside Delivery?	No
		Receiving Hours	7:00 am - 1:00 pm
		Receiving Location	District's Warehouse

Math National Edition	STUDENT DIGITAL ACCESS				PRINT TEACHER EDITIONS			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0380-7	\$16.70	90	\$ 1,503.00	978-1-4573-0155-1	\$91.00	0	\$ -
Course 2 - 2014©	978-1-4573-0381-4	\$16.70	0	\$ -	978-1-4573-0156-8	\$91.00	0	\$ -
Course 3 - 2014©	978-1-4573-0382-1	\$16.70	0	\$ -	978-1-4573-0157-5	\$91.00	0	\$ -
Algebra 1 - 2014©	978-1-4573-0383-8	\$17.70	0	\$ -	978-1-4573-0158-2	\$94.00	0	\$ -
Geometry - 2015©	978-1-4573-0384-5	\$18.20	0	\$ -	978-1-4573-0159-9	\$98.00	0	\$ -
Algebra 2 - 2015©	978-1-4573-0385-2	\$18.20	0	\$ -	978-1-4573-0160-5	\$98.00	0	\$ -
Precalculus - 2015©	978-1-4573-0386-9	\$18.20	0	\$ -	978-1-4573-0161-2	\$98.00	0	\$ -

ELA & ELD California Edition	STUDENT ELA & ELD DIGITAL ACCESS				PRINT ELA TEACHER EDITIONS			
	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	160071431	\$18.00	0	\$ -	978-1-4573-0469-9	\$92.00	0	\$ -
Grade 7 - 2017©	160071432	\$18.00	0	\$ -	978-1-4573-0470-5	\$92.00	0	\$ -
Grade 8 - 2017©	160071433	\$18.00	0	\$ -	978-1-4573-0471-2	\$92.00	0	\$ -
Grade 9 - 2017©	160071434	\$18.70	0	\$ -	978-1-4573-0472-9	\$98.00	0	\$ -
Grade 10 - 2017©	160071435	\$18.70	0	\$ -	978-1-4573-0473-6	\$98.00	0	\$ -
Grade 11 - 2017©	160071436	\$18.70	0	\$ -	978-1-4573-0474-3	\$98.00	0	\$ -
Senior English - 2017©	160071437	\$18.70	0	\$ -	978-1-4573-0475-0	\$98.00	0	\$ -

Math Total	\$1,503.00
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$1,503.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Marilyn Adrianzen	Chief Business Official	X	5/24/2024
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes printed student and teacher editions for English Language Arts (ELA), a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the number of students indicated when ordering for that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

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Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification.

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Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes printed student and teacher editions for English Language Arts (ELA), a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the number of students indicated when ordering for that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

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Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection.

College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States. To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

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2024-2025 California Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Provide contact information

School Name	Willow Elementary
Contact for Materials	Myrna Cerda
Contact Email Address	myrna.cerda@sysdschools.org
Contact Phone	(619)428-2231
IT Contact/Email	todd.lewis@sysdschools.org

Step 2. Provide shipping information & enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location	District's Warehouse	Ship To Contact	Elizabeth Originales
Address 1	4350 Otay Mesa Road	Phone	(619)428-4476 Ext. 3019
City	San Ysidro	Email	elizabeth.originales@sysdschools.org
State	CA	Lift Gate Required?	No
9-Digit Zip	92173	Inside Delivery?	No
		Receiving Hours	7:00 am - 1:00 pm
		Receiving Location	District's Warehouse

Math National Edition	STUDENT DIGITAL ACCESS				PRINT TEACHER EDITIONS			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0380-7	\$16.70	130	\$ 2,171.00	978-1-4573-0155-1	\$91.00	0	\$ -
Course 2 - 2014©	978-1-4573-0381-4	\$16.70	0	\$ -	978-1-4573-0156-8	\$91.00	0	\$ -
Course 3 - 2014©	978-1-4573-0382-1	\$16.70	0	\$ -	978-1-4573-0157-5	\$91.00	0	\$ -
Algebra 1 - 2014©	978-1-4573-0383-8	\$17.70	0	\$ -	978-1-4573-0158-2	\$94.00	0	\$ -
Geometry - 2015©	978-1-4573-0384-5	\$18.20	0	\$ -	978-1-4573-0159-9	\$98.00	0	\$ -
Algebra 2 - 2015©	978-1-4573-0385-2	\$18.20	0	\$ -	978-1-4573-0160-5	\$98.00	0	\$ -
Precalculus - 2015©	978-1-4573-0386-9	\$18.20	0	\$ -	978-1-4573-0161-2	\$98.00	0	\$ -

ELA & ELD California Edition	STUDENT ELA & ELD DIGITAL ACCESS				PRINT ELA TEACHER EDITIONS			
	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	160071431	\$18.00	0	\$ -	978-1-4573-0469-9	\$92.00	0	\$ -
Grade 7 - 2017©	160071432	\$18.00	0	\$ -	978-1-4573-0470-5	\$92.00	0	\$ -
Grade 8 - 2017©	160071433	\$18.00	0	\$ -	978-1-4573-0471-2	\$92.00	0	\$ -
Grade 9 - 2017©	160071434	\$18.70	0	\$ -	978-1-4573-0472-9	\$98.00	0	\$ -
Grade 10 - 2017©	160071435	\$18.70	0	\$ -	978-1-4573-0473-6	\$98.00	0	\$ -
Grade 11 - 2017©	160071436	\$18.70	0	\$ -	978-1-4573-0474-3	\$98.00	0	\$ -
Senior English - 2017©	160071437	\$18.70	0	\$ -	978-1-4573-0475-0	\$98.00	0	\$ -

Math Total	\$2,171.00
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$2,171.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Marilyn Adrianzen	Chief Business Official	X	5/24/2024
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions

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Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection.

College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States. To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

2024-2025 California Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Provide contact information

School Name	San Ysidro Middle School
Contact for Materials	Mairen Ruiz
Contact Email Address	mairen.ruiz@sysdschools.org
Contact Phone	(619)428-5551
IT Contact/Email	todd.lewis@sysdschools.org

Step 2. Provide shipping information & enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location	District's Warehouse	Ship To Contact	Elizabeth Originales
Address 1	4350 Otay Mesa Road	Phone	(619)428-4476 Ext. 3019
City	San Ysidro	Email	elizabeth.originales@sysdschools.org
State	CA	Lift Gate Required?	No
9-Digit Zip	92173	Inside Delivery?	No
		Receiving Hours	7:00 am - 1:00 pm
		Receiving Location	District's Warehouse

Math National Edition	STUDENT DIGITAL ACCESS				PRINT TEACHER EDITIONS			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0380-7	\$16.70	0	\$ -	978-1-4573-0155-1	\$91.00	0	\$ -
Course 2 - 2014©	978-1-4573-0381-4	\$16.70	48	\$ 801.60	978-1-4573-0156-8	\$91.00	0	\$ -
Course 3 - 2014©	978-1-4573-0382-1	\$16.70	100	\$ 1,670.00	978-1-4573-0157-5	\$91.00	0	\$ -
Algebra 1 - 2014©	978-1-4573-0383-8	\$17.70	20	\$ 354.00	978-1-4573-0158-2	\$94.00	0	\$ -
Geometry - 2015©	978-1-4573-0384-5	\$18.20	0	\$ -	978-1-4573-0159-9	\$98.00	0	\$ -
Algebra 2 - 2015©	978-1-4573-0385-2	\$18.20	0	\$ -	978-1-4573-0160-5	\$98.00	0	\$ -
Precalculus - 2015©	978-1-4573-0386-9	\$18.20	0	\$ -	978-1-4573-0161-2	\$98.00	0	\$ -

ELA & ELD California Edition	STUDENT ELA & ELD DIGITAL ACCESS				PRINT ELA TEACHER EDITIONS			
	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	160071431	\$18.00	0	\$ -	978-1-4573-0469-9	\$92.00	0	\$ -
Grade 7 - 2017©	160071432	\$18.00	0	\$ -	978-1-4573-0470-5	\$92.00	0	\$ -
Grade 8 - 2017©	160071433	\$18.00	0	\$ -	978-1-4573-0471-2	\$92.00	0	\$ -
Grade 9 - 2017©	160071434	\$18.70	0	\$ -	978-1-4573-0472-9	\$98.00	0	\$ -
Grade 10 - 2017©	160071435	\$18.70	0	\$ -	978-1-4573-0473-6	\$98.00	0	\$ -
Grade 11 - 2017©	160071436	\$18.70	0	\$ -	978-1-4573-0474-3	\$98.00	0	\$ -
Senior English - 2017©	160071437	\$18.70	0	\$ -	978-1-4573-0475-0	\$98.00	0	\$ -

Math Total	\$2,825.60
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$2,825.60

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Marilyn Adrianzen	Chief Business Official		5/24/2024
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes printed student and teacher editions for English Language Arts (ELA), a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the number of students indicated when ordering for that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, ELA student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing ELA student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

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Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

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SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Provide contact information

School Name	Vista Del Mar Middle
Contact for Materials	Irene Herrera-Cevallos
Contact Email Address	irene.herrera-cevallos@sysdschools.org
Contact Phone	(619)661-6753
IT Contact/Email	todd.lewis@sysdschools.org

Step 2. Provide shipping information & enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location	District's Warehouse	Ship To Contact	Elizabeth Originales
Address 1	4350 Otay Mesa Road	Phone	(619)428-4476 Ext. 3019
City	San Ysidro	Email	elizabeth.originales@sysdschools.org
State	CA	Lift Gate Required?	No
9-Digit Zip	2173	Inside Delivery?	No
		Receiving Hours	7:00 am - 1:00 pm
		Receiving Location	District's Warehouse

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Course 2 - 2014©	978-1-4573-0381-4	\$16.70	100	\$ 1,670.00	978-1-4573-0156-8	\$91.00	0	\$ -
Course 3 - 2014©	978-1-4573-0382-1	\$16.70	180	\$ 3,006.00	978-1-4573-0157-5	\$91.00	0	\$ -
Algebra 1 - 2014©	978-1-4573-0383-8	\$17.70	40	\$ 708.00	978-1-4573-0158-2	\$94.00	0	\$ -
Geometry - 2015©	978-1-4573-0384-5	\$18.20	0	\$ -	978-1-4573-0159-9	\$98.00	0	\$ -
Algebra 2 - 2015©	978-1-4573-0385-2	\$18.20	0	\$ -	978-1-4573-0160-5	\$98.00	0	\$ -
Precalculus - 2015©	978-1-4573-0386-9	\$18.20	0	\$ -	978-1-4573-0161-2	\$98.00	0	\$ -

ELA & ELD California Edition	STUDENT ELA & ELD DIGITAL ACCESS				PRINT ELA TEACHER EDITIONS			
	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	160071431	\$18.00	0	\$ -	978-1-4573-0469-9	\$92.00	0	\$ -
Grade 7 - 2017©	160071432	\$18.00	0	\$ -	978-1-4573-0470-5	\$92.00	0	\$ -
Grade 8 - 2017©	160071433	\$18.00	0	\$ -	978-1-4573-0471-2	\$92.00	0	\$ -
Grade 9 - 2017©	160071434	\$18.70	0	\$ -	978-1-4573-0472-9	\$98.00	0	\$ -
Grade 10 - 2017©	160071435	\$18.70	0	\$ -	978-1-4573-0473-6	\$98.00	0	\$ -
Grade 11 - 2017©	160071436	\$18.70	0	\$ -	978-1-4573-0474-3	\$98.00	0	\$ -
Senior English - 2017©	160071437	\$18.70	0	\$ -	978-1-4573-0475-0	\$98.00	0	\$ -

Math Total	\$8,390.00
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$8,390.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Marilyn Adrianzen	Chief Business Official	<u>X</u>	5/24/2024
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes printed student and teacher editions for English Language Arts (ELA), a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the number of students indicated when ordering for that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, ELA student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing ELA student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection.

College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States. To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: LICENSE AGREEMENT WITH EXPLORELEARNING, LLC

BACKGROUND INFORMATION:

ExploreLearning was founded in 1999 by educators looking for new ways to inspire students and help them succeed. They make innovative Math and Science online solutions that are fun to use and really work, like Gizmos, Reflex and Science4US.

Gizmos are online simulations that excite curiosity and invite interaction. ExploreLearning has over four hundred Gizmos in its library covering topics and concepts in science for grades 3-12. Gizmos help students dig deeper into subjects and really understand challenging concepts with virtual labs.

The Educational Services Department is requesting approval to renew this license agreement for the school year 2024-25 as recommended by our middle school Science teachers.

RECOMMENDATION:

Approve the renewal of the license agreement with ExploreLearning, LLC for the Gizmos online Science program for our middle schools at the total cost of \$5,603.40 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Yes No

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

Yes No

Requisition #

\$5,603.40

(Amount)

Supplemental & Concentration Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



ExploreLearning Gizmos
For: San Ysidro School District
Presented to: Luis Ramos, Curriculum Specialist
By: Courtney Taffe
Proposal Expires on: June 1, 2024

Table with 5 columns: Quantity, Unit, Product, Months, Total. Row 1: 1,132 Student School Gizmos Science Department License 12 \$5,603.40. Row 2: 1 Session Included onsite training (up to 6 hours per day) for up to 25 participants. 12 \$0.00

Total: \$5,603.40

Table with 3 columns: Multi-year Discounts, Savings of. Row 1: 3 YEARS \$15,129.18 \$1,681.02. Row 2: 2 YEARS \$10,646.46 \$560.34

This proposal presented on May 2, 2024, is made on behalf of ExploreLearning, LLC (FEIN 38-3942548).

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Acceptance

All ExploreLearning subscriptions and/or services are offered subject to ExploreLearning's standard license and terms of use and privacy policy (the "License Terms"), available on the product log in pages as supplemented by the terms of the applicable proposal - and ExploreLearning's K-12 processing (https://web.explorelearning.com/k12processing/). By placing an order, customer confirms its acceptance of the License Terms, as well as the fees in the proposal, which together with the awarded proposal and/or any other associated agreement entered into by ExploreLearning and customer regarding the subscriptions, products and services, constitute the entire agreement between customer and ExploreLearning regarding such subscriptions, products, and services (the "Agreement") and provides its authorization to ExploreLearning's K-12 processing as described. Customer and ExploreLearning agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and ExploreLearning relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern.

Next Steps

PLEASE NOTE THE QUOTE NUMBER (#Q-317943) MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

- Email to: sales@explorelearning.com, please CC courtney.taffe@explorelearning.com to streamline processing
Fax to: 434-220-1484
Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902

You may also contact Courtney Taffe at 866-882-4141, ext. 302 or courtney.taffe@explorelearning.com for more information on any aspect of this proposal (#Q-317943).



To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

CONTACT

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: Luis Ramos

Title: Director of Educational Services

Email: luis.ramos@sysdschools.org

Phone: (619)428-4476, Ext. 3071

WORKSHOP DETAILS

Provide us some details for your workshop(s):

of Teachers: 10

of Teachers who are new to the product: 0

of Teachers who are experienced with the product: 10

TECHNOLOGY

Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

Additional Notes

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Vista Del Mar Middle School Informational
Irene Herrera-Cevallos, Principal Action

AGENDA ITEM: EDUCATIONAL FIELD TRIP TO THE LINDA VISTA INNOVATION CENTER

BACKGROUND INFORMATION:

Students from Vista Del Mar Middle were invited to participate in the Super Smash Bros Tournament, this is a crossover platform fighting game series published by Nintendo. The tournament is organized by the SDCOE Esports Coaches Network, will take place at the Linda Vista Innovation Center and it is scheduled for Saturday, May 11, 2024.

The Principal at Vista Del Mar Middle School is requesting approval for four eighth students to participate in the Super Smash Bros Tournament. Participating students will be transported to this event by their parents.

RECOMMENDATION:

Approve/Ratify the educational field trip to the Linda Vista Innovation Center for students from Vista Del Mar that will be participating in the Super Smash Bros Tournament on May 11, 2024, at no cost to the school.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Climate, Action 3.8

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM: Educational Services,
Russell Little, Assistant Superintendent Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the May 16, 2024, Board meeting:

- 21st Annual Classroom of the Future Innovation in Education Awards Ceremony
- 2024 Benchmark Education Consortium
- Breaking the Stigma: Black Youth’s Mental Health & Our Schools
- Credentials Academy Teaching Tuesdays
- Dual Language Institute for Administrators
- Learning and Innovation Summit
- National Student Safety & Security Conference and Workshop
- Solution Focused Counseling in School Training
- We Shine
- Webinar Series: Embracing Diversity and Dimensions of Identity: A Focus on Students with Extensive Support Needs
- WestEd Summer 2024 Leadership Workshop: LCAP Implementation
- World Languages and Global Competence Day

Cost implications might include registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

RECOMMENDATION:

Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Actions: 1.15, 1.16 and 1.25 ~ Goal 2: English Language and Academic Language Development – Action: 2.4 ~ Goal 4: Social Emotional Well-being and Mental Health – Action 4.7

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

APPROXIMATE COST

\$7,730.00

(Amount)

General & Title I PD funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – May 23, 2024

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Gina Potter, Russell Little, Luis Ramos, Efrain Burciaga, Cristina Inzunza, Liana Davis, Juanita Nunez, Leticia Lemos, Thelma Sotelo, Veronica Hernandez, Allison Reik, Rudy Constantino, Melissa Hasemyer, Janell Wright, Vanessa Murphy, Elva De Baca, Socorro Santos, Diego Pena	21 st Annual Classroom of the Future Innovation in Education Awards Ceremony	San Diego	May 16, 2024	\$440.00 (10 complimentary tickets from the Classroom of the Future Foundation)	General Fund
Adriana Aguilar, Carolina Hernandez, Cynthia Mosqueda	2024 Benchmark Education Consortium	San Diego	June 27 & 28, 2024	\$2,300.00 (Teacher compensation)	Title I PD Fund
Maria Fortuna	Breaking the Stigma: Black Youth’s Mental Health & Our Schools	Online	April 23, 2024	\$0	N/A
Manuel Bojorquez, Alexis Dircio, Yadira P. Diaz	Credentials Academy – Teaching Tuesdays	Online	May 7, 14, 21 & 28, 2024	\$0	N/A
Maria Rodriguez, Erika Meza, Laura English, Rebecca Bravo, Efrain Burciaga, Mayra Cerda, Mairen Ruiz, Irene Herrera- Cevallos	Dual Language Institute for Administrators	Online	May 15 & 29, 2024	\$0	N/A

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Cynthia Mosqueda, Liana Davis, Sylvia Mayer, Cintia Nunez, Melissa Hasemyer	Learning and Innovation Summit	San Diego	August 24, 2024	\$2,500.00 (Registration fee + teacher compensation)	Title I PD Fund
Jose Iniguez	National Student Safety & Security Conference and Workshop	San Diego	May 8-10, 2024	\$990.00	General Fund
Karina Victorino, Maria Fortuna	Solution Focused Counseling in School Training	San Diego	May 22 & 29, 2024 April 24 & May 1, 2024	\$0	N/A
Edith Arciga, Anais Beas	We Shine	San Diego	April 26, 2024	\$0	N/A
Josefina Villegas	Webinar Series: Embracing Diversity and Dimensions of Identity: A Focus on Students with Extensive Support Needs	Online	May 13, 2024 May 29, 2024 June 10, 2024	\$0	N/A
Russell Little, Luis Ramos, Maria Rodriguez	WestEd Summer 2024 Leadership Workshop: LCAP Implementation	Online	July 17 & 18, 2024	\$1,500.00	Title I PD Fund
Luis Ramos, Sandra Guzman, Cynthia Mosqueda	World Languages and Global Competence Day	SDCOE	May 24, 2024	\$0	N/A

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

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

Informational
 Action

AGENDA ITEM: Comprehensive School Safety Plan

BACKGROUND INFORMATION:

California *Education Code (EC)* Section 32281(a) and Board Policy 0450 requires each of our schools (that include grades K-12) to develop and maintain a Comprehensive School Safety Plan (CSSP) to prepare for emergencies and create a safe, secure learning environment. In addition, the law requires that each school update and adopt its CSSP by March 1 annually. The Child Development Center (CDC) also developed and approved a CSSP. The District is responsible for the overall development and approval of the CSSPs. Each site approved the attached CSSPs following the appropriate procedures by March 1, 2024.

Comprehensive School Safety Plans (CSSP)-Under Separate Cover

RECOMMENDATION:

Approve the Comprehensive School Safety Plans for all schools for the 2023-24 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: School Culture and Student Engagement- Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free.

Action 3.4: Review and revise safety plans for district and site needs, as well as to remain compliant. with state and county regulations.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-23 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Business

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #10 (April 1, 2024 through April 30, 2024): ▪ General Fund: 0000011302-0000011320, 0000011325-0000011328, 0000011331-0000011352, 0000011354-0000011361, 0000011363-0000011376, 0000011379-0000011428, 0000011430-0000011449, 0000011452-0000011460 ▪ Child Development Fund: 0000011321-0000011323, 0000011353, 0000011429, 0000011450-00000451 ▪ Child Nutrition Fund – 0000011362, 0000011377-0000011378 ▪ Building Measure T Fund: 0000011329-0000011330 ▪ Building Measure U Fund: 0000011329.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District from April 1, 2024 through April 30, 2024. This includes all agreements and those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$649,034.34
(Amount)

As listed above
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PURCHASE ORDER REPORT (04/01/24 - 04/30/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/1/2024	0000011302	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	407.93
4/1/2024	0000011303	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	387.00
4/1/2024	0000011304	004748	THE MARKERBOARD PEOPLE	INSTRUCITONAL MATERIALS	0100	0000000	4300001	020	1,131.38
4/1/2024	0000011305	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	965.36
4/1/2024	0000011306	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	175.49
4/2/2024	0000011307	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300000	050	190.08
4/2/2024	0000011308	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	6,002.51
4/2/2024	0000011309	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	2,801.48
4/3/2024	0000011310	001012	CDW GOVERNMENT LLC	CONTRACTED SERVICES	0100	3010000	5800006	061	35,090.00
4/3/2024	0000011311	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	63.94
4/3/2024	0000011312	0000000827	C&C GLASS	MAINTENANCE SUPPLIES	0100	8150000	5600005	070	1,560.00
4/3/2024	0000011313	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4127000	4300001	061	1,676.29
4/4/2024	0000011314	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	172.31
4/4/2024	0000011315	004185	B&H PHOTO,VIDEO	TECHNOLGY SUPPLIES	0100	0000000	4300002	067	135.10
4/5/2024	0000011316	0000001090	PACIFIC MANUFACTURING INCORPORATED	CONOTRACTED SERVICES	0100	8150000	5600005	068	1,228.35
4/8/2024	0000011317	0000001096	SUNBELT STAFFING	PROFESSIONAL SERVICES	0100	6500000	5800010	054	51,000.00
4/9/2024	0000011318	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	024	892.17
4/9/2024	0000011319	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	154.99
4/9/2024	0000011320	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	062	432.54
4/9/2024	0000011325	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	3,224.06
4/9/2024	0000011326	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500100	4300001	054	413.23
4/10/2024	0000011327	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	8,725.00
4/10/2024	0000011328	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	016	1,565.50
4/10/2024	0000011331	002990	ULINE	MAINTENANCE MATERIALS	0100	8150000	4300007	070	1,025.09
4/10/2024	0000011332	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6546000	4300001	054	211.69
4/10/2024	0000011333	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	534.93
4/11/2024	0000011334	001161	HOME DEPOT	MAINTENANCE EQUIPMENT	0100	8150000	4400000	070	3,875.12
4/11/2024	0000011335	004678	AMAZON CAPITAL SERVICES	DUES & MEMBERSHIPS	0100	0000000	5300000	071	139.00
4/11/2024	0000011336	0000001089	MODULARHOSE.COM	INSTRUCTIONAL MATERIALS	0100	5640000	4300001	054	193.33
4/11/2024	0000011337	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	112.84
4/11/2024	0000011338	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	247.96
4/11/2024	0000011339	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	217.19
4/11/2024	0000011340	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0490000	4300001	054	3,015.92
4/11/2024	0000011341	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	107.70

PURCHASE ORDER REPORT (04/01/24 - 04/30/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/11/2024	0000011342	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	2600000	4300001	061	520.46
4/11/2024	0000011343	004556	DASH MEDICAL GLOVE INC.	MEDICAL SUPPLIES	0100	5640000	4300010	054	2,288.39
4/11/2024	0000011344	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	111.40
4/11/2024	0000011345	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	425.96
4/11/2024	0000011346	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6546000	4300001	054	130.59
4/11/2024	0000011347	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6546000	4300001	054	319.51
4/12/2024	0000011348	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	0100	0000000	4300000	050	499.96
4/12/2024	0000011349	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300000	050	276.89
4/12/2024	0000011350	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	94.80
4/15/2024	0000011351	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300050	073	40.57
4/15/2024	0000011351	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	479.49
4/15/2024	0000011352	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	1,252.10
4/15/2024	0000011354	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6546000	4300001	054	239.91
4/15/2024	0000011355	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	477.54
4/15/2024	0000011356	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	1,658.63
4/15/2024	0000011357	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	947.75
4/16/2024	0000011358	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	6500000	4300011	054	98.11
4/16/2024	0000011359	0000001100	COLLABORATIVE OT SOLUTIONS	CONTRACTED SERVICES	0100	6500000	5800010	054	2,080.00
4/17/2024	0000011360	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	290.00
4/17/2024	0000011361	0000001091	BUREAUCOM LLC	RESITRATION FEES	0100	0000000	5200003	050	1,730.00
4/17/2024	0000011363	0000000644	TRANSFINDER CORPORATION	SOFTWARE	0100	0982000	5800006	074	7,400.00
4/17/2024	0000011364	0000000698	WESTED	REGISTRATION FEES	0100	3010003	5200003	061	2,000.00
4/18/2024	0000011365	004678	AMAZON CAPITAL SERVICES	AWARDS AND INCENTIVES	0100	0000000	4300000	012	713.31
4/18/2024	0000011366	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	4300001	020	1,723.57
4/18/2024	0000011367	0000000685	DALE SCOTT & COMPANY, INC.	PROFESSIONAL SERVICES	0100	0000000	5800000	071	40,800.00
4/18/2024	0000011368	0000001098	AMN ALLIED SERVICES LLC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	120,000.00
4/18/2024	0000011369	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	32.52
4/18/2024	0000011370	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0300300	4300001	054	117.40
4/19/2024	0000011371	0000001076	SOLUTIONZ, INC	OFFICE MATERIALS	0100	0000000	4300001	016	982.08
4/19/2024	0000011372	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500100	4300001	054	844.01
4/19/2024	0000011373	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	217.75
4/19/2024	0000011374	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	758.56
4/19/2024	0000011375	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY MATERIALS	0100	3010000	4300001	022	573.93
4/19/2024	0000011376	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6546000	4300001	054	43.06

PURCHASE ORDER REPORT (04/01/24 - 04/30/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/19/2024	0000011379	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	3,425.07
4/22/2024	0000011380	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000000	4300000	050	1,515.80
4/22/2024	0000011380	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	5640000	4300000	054	3,981.39
4/22/2024	0000011381	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY MATERIALS	0100	3010000	4300000	024	1,881.00
4/22/2024	0000011382	002730	ACP DIRECT	TECHNOLOGY MATERIALS	0100	3010000	4300001	018	1,373.56
4/22/2024	0000011383	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	389.77
4/22/2024	0000011384	002711	ROCHESTER 100 INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	1,093.66
4/22/2024	0000011385	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	829.08
4/22/2024	0000011386	0000001099	SO-CAL RATTLESNAKE REMOVAL	CONTRACTED SERVICES	0100	8150000	5500007	068	3,450.00
4/22/2024	0000011387	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300001	054	183.86
4/22/2024	0000011388	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	12,295.73
4/22/2024	0000011389	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300001	054	187.39
4/22/2024	0000011390	0000000495	CROWN AWARDS	AWARDS AND INCENTIVES	0100	3010000	4300001	024	597.77
4/22/2024	0000011391	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300001	054	199.16
4/22/2024	0000011392	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	2,901.00
4/22/2024	0000011393	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	5800002	063	2,568.22
4/22/2024	0000011394	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300001	016	534.36
4/22/2024	0000011395	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300001	016	216.62
4/22/2024	0000011396	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300001	054	545.80
4/22/2024	0000011397	004601	SIR SPEEDY PRINTING 02890	INSTRUCTIONAL MATERIALS	0100	0000000	4300011	064	96.98
4/22/2024	0000011398	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0300020	4300000	020	161.60
4/23/2024	0000011399	001755	WILLIAM V. MAC GILL & CO.	MEDICAL MATERIALS	0100	0000000	4300001	024	763.95
4/23/2024	0000011400	0000000905	BLUUM USA, INC.	TECHNOLOGY EQUIPMENT	0100	0000000	4300001	022	4,997.60
4/23/2024	0000011401	0000000779	TRAFERA, LLC	TECHNOLOGY EQUIPMENT	0100	7510000	4300000	067	75,885.50
4/23/2024	0000011402	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010101	4300001	061	761.38
4/23/2024	0000011403	001238	GOPHER SPORT	INSTRUCTIONAL MATERIALS	0100	9010101	4300001	061	3,770.82
4/23/2024	0000011404	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	020	79.17
4/23/2024	0000011405	0000000698	WESTED	CONTRACTED SERVICES	0100	0000000	5800010	050	1,626.40
4/23/2024	0000011406	0000000223	NINYO & MOORE	CONTRACTED SERVICES	0100	8150000	5600005	070	8,200.00
4/23/2024	0000011407	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300000	024	1,674.86
4/23/2024	0000011408	002847	ROAD ONE TOWING	CONTRACTED SERVICES	0100	8150000	5600005	070	225.00
4/23/2024	0000011409	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	022	2,773.27
4/23/2024	0000011410	004645	IMAGE ONE CORPORATION	OFFICE MATERIALS	0100	0000000	5800006	067	1,044.58
4/23/2024	0000011411	0000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL MATERIALS	0100	4203000	4100000	014	15,463.52

PURCHASE ORDER REPORT (04/01/24 - 04/30/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/24/2024	0000011412	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	193.73
4/24/2024	0000011413	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	2,149.08
4/24/2024	0000011414	0000000194	BEE BEST BEE REMOVAL, INC	CONTRACTED SERVICES	0100	8150000	5600005	068	1,000.00
4/24/2024	0000011415	000987	C&M MOTORS	MAINTENANCE SUPPLIES	0100	0982000	4300060	074	92.58
4/24/2024	0000011416	004678	AMAZON CAPITAL SERVICES	MAINTENANCE MATERIALS	0100	0982000	4300060	074	50.54
4/24/2024	0000011416	004678	AMAZON CAPITAL SERVICES	MAINTENANCE MATERIALS	0100	8150000	4300014	068	288.09
4/24/2024	0000011417	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	5,651.42
4/24/2024	0000011418	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	2,241.20
4/24/2024	0000011419	0000000779	TRAFERA, LLC	INSTRUCTIONAL MATERIALS	0100	4203000	4300001	014	9,118.96
4/24/2024	0000011420	0000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	7,452.62
4/24/2024	0000011421	0000000789	JACK'S KEY SHOP	CONTRACTED SERVICES	0100	8150000	5600005	070	3,500.00
4/24/2024	0000011422	004265	CENGAGE LEARNING	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	1,232.07
4/25/2024	0000011423	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	061	1,005.31
4/25/2024	0000011424	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	617.12
4/25/2024	0000011425	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	474.06
4/26/2024	0000011426	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	193.94
4/26/2024	0000011427	004918	BrainPOP LLC	CONTRACTED SERVICES	0100	3010000	5800006	016	8,802.00
4/26/2024	0000011428	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	163.74
4/26/2024	0000011430	0000000772	ACADEMIC SUPPLIER	OFFICE EQUIPMENT	0100	8150000	4300011	070	544.30
4/26/2024	0000011431	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300001	054	240.38
4/26/2024	0000011432	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	0100	0300300	4300001	054	409.35
4/26/2024	0000011433	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	6500200	4300001	054	7.52
4/26/2024	0000011434	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	5,186.89
4/26/2024	0000011435	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0300300	4300001	054	522.92
4/26/2024	0000011436	002711	ROCHESTER 100 INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	1,653.98
4/26/2024	0000011437	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300001	054	412.32
4/26/2024	0000011438	0000000905	BLUUM USA, INC.	INSTRUCTIONAL MATERIALS	0100	4203000	4400000	014	5,602.96
4/26/2024	0000011439	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300001	054	534.62
4/26/2024	0000011440	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	305.01
4/28/2024	0000011441	000535	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	545.93
4/28/2024	0000011442	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	024	3,204.99
4/28/2024	0000011443	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300000	024	4,048.61
4/28/2024	0000011444	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	024	4,202.09
4/28/2024	0000011445	0000000772	ACADEMIC SUPPLIER	OFFICE EQUIPMENT	0100	0490000	4400000	054	544.30

PURCHASE ORDER REPORT (04/01/24 - 04/30/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/28/2024	0000011446	002711	ROCHESTER 100 INC.	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	1,562.38
4/28/2024	0000011447	001295	THE LIBRARY STORE, INC.	LIBRARY SUPPLIES	0100	0000000	4300000	025	273.13
4/28/2024	0000011448	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	545.09
4/29/2024	0000011449	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	0100	0000000	4300011	064	100.00
4/29/2024	0000011452	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	11,992.10
4/29/2024	0000011452	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	6,405.60
4/29/2024	0000011453	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	012	40.78
4/29/2024	0000011454	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	012	2,087.33
4/30/2024	0000011455	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300000	012	221.75
4/30/2024	0000011455	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	012	268.72
4/30/2024	0000011456	002187	APPLE INC	INSTRUCTION EQUIPMENT	0100	3010000	4400000	024	1,945.35
4/30/2024	0000011457	0000000932	GIGAKOM	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	646.93
4/30/2024	0000011458	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	97.94
4/30/2024	0000011459	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300015	012	300.00
4/30/2024	0000011460	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	1,712.96
Total for 0100									574,330.29
4/9/2024	0000011321	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300020	076	1,172.61
4/9/2024	0000011322	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	1200	5210000	4300001	076	968.66
4/9/2024	0000011323	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	5210000	4300001	076	1,599.35
4/15/2024	0000011353	002771	SMART & FINAL	REFRESHMENTS	1200	0300120	4300015	076	75.10
4/26/2024	0000011429	000136	WAXIE SANITARY SUPPLY	CUSTODIAL EQUIPMENT	1200	6105000	4400000	076	5,786.76
4/29/2024	0000011450	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	6105000	4300001	076	606.71
4/29/2024	0000011451	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1200	6105000	4300001	076	51.20
Total for 1200									10,260.39
4/17/2024	0000011362	0000001102	HALLOCK DERICKSON DAVIS	CAFETERIA FOODS	1300	5310000	4700001	085	5,537.00
4/19/2024	0000011377	001079	PENSKE TRUCK LEASING	CONTRACTED SERVICES	1300	5310000	5600000	085	806.66
4/19/2024	0000011378	0000001101	TAMALES ANCIRA	CAFETERIA FOOD	1300	5310000	4700001	085	20,000.00
Total for 1300									26,343.66

PURCHASE ORDER REPORT (04/01/24 - 04/30/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/10/2024	0000011329	0000000908	SAN DIEGO COUNTY TAXPAYERS ASSOCIATION	CONTRACTED SERVICES	2133	9010300	5800010	300	13,750.00
4/10/2024	0000011330	0000000335	QUALITY CONTROL CONSULTANTS, INC.	CONTRACTED SERVICES	2133	9010309	6200090	399	10,600.00
								Total for 2133	24,350.00
4/10/2024	0000011329	0000000908	SAN DIEGO COUNTY TAXPAYERS ASSOCIATION	CONTRACTED SERVICES	2139	9010200	5800010	300	13,750.00
								Total for 2139	13,750.00
								Grand Total	649,034.34

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** May 23, 2024

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

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at the San Diego County Office of Education and then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of April 1, 2024 through April 30, 2024 with checks #14-136255 through #14-144552 for a total expenditure of \$2,055,100.06 from the following sources:

- General Fund - \$1,182,219.36
- Child Development Fund- \$7,145.86
- Child Nutrition Fund -\$134,445.17
- Building Fund Prop -\$729,195.67
- Capital Facilities Fund- \$2,094.00

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District from April 1, 2024 through April 30, 2024. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal New Amendment Ratify Other

Financial Implications? Are funds for this item available in the 2023-2024 Budget? Requisition #

Yes No Yes No

(Amount) (Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report
April 4/1/2024-4/30/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14136255	GLORIA MENA	4/8/2024	17.98	0100	REIMBURSEMENT
14136256	CRISTINA D'OLEIRE	4/8/2024	28.09	0100	MILEAGE
14136257	DENISE VILLEZCAS	4/8/2024	40.00	0100	REIMBURSEMENT
14136258	OSCAR MADERA	4/8/2024	40.00	0100	REIMBURSEMENT
14136259	MARIANNA ROCHIN	4/8/2024	103.98	0100	REIMBURSEMENT
14136260	MAIREN RUIZ	4/8/2024	155.48	0100	REIMBURSEMENT
14136261	MARIELA FONSECA	4/8/2024	252.71	0100	REIMBURSEMENT
14136262	ERIKA ALEMAN	4/8/2024	276.71	0100	REIMBURSEMENT
14136263	KARLA TAPIA	4/8/2024	275.72	0100	REIMBURSEMENT
14136264	ANETT ARELLANO	4/8/2024	122.40	0100	REIMBURSEMENT
14136265	KARLA RODRIGUEZ	4/8/2024	314.25	0100	REIMBURSEMENT
14136266	MARIA C.RODRIGUEZ	4/8/2024	38.59	0100	REIMBURSEMENT
14136267	NIRVANA BUSTOS	4/8/2024	68.60	0100	MILEAGE
14137483	SUNBELT RENTALS, INC.	4/11/2024	1137.14	0100	LEASE EQUIPMENT
14137485	PURCHASE POWER	4/11/2024	3094.69	0100	CONTRACTED SERVICES
14137489	T-MOBILE	4/11/2024	3151.24	0100	CONTRACTED SERVICES
14137490	PACIFIC PURE WATER SYSTEMS LLC	4/11/2024	193.95	0100	CONTRACTED SERVICES
14137491	MICHAEL FERGUSON	4/11/2024	8640.00	0100	PROFESSIONAL SERVICES
14137492	CANON FINANCIAL SERVICES, INC	4/11/2024	20775.27	0100	LEASE AGREEMENT
14137493	CANON FINANCIAL SERVICES, INC	4/11/2024	356.65	0100	LEASE AGREEMENT
14137494	LUMOS LEARNING	4/11/2024	4242.12	0100	INSTRUCTIONAL MATERIALS
14137495	SUNBELT STAFFING	4/11/2024	11040.00	0100	PROFESSIONAL SERVICES
14137499	REPUBLIC SERVICES	4/11/2024	33445.67	0100	UTILITIES
14137501	NAPA AUTO PARTS	4/11/2024	24.29	0100	MECHANIC SUPPLIES
14137502	VALLEY INDUSTRIAL SPECIALTIES	4/11/2024	1519.46	0100	MAINTENANCE SUPPLIES
14137506	AMAZON CAPITAL SERVICES	4/11/2024	3858.04	0100	OFFICE SUPPLIES
14137507	XEROX CORPORATION	4/11/2024	6287.04	0100	CONTRACTED SERVICES
14137508	STOTZ EQUIPMENT	4/11/2024	357.19	0100	GROUPS SUPPLIES
14139040	ATLAS ENVIRONMENTAL SEVICES, INC.	4/15/2024	15260.00	0100	CONTRACTED SERVICES
14139041	EVERYDAY SPEECH LLC	4/15/2024	399.99	0100	INSTRUCTIONAL MATERIALS
14139042	THE STEPPING STONE GROUP	4/15/2024	19673.78	0100	PROFESSIONAL SERVICES
14139043	SOLIANT HEALTH LLC	4/15/2024	8220.00	0100	PROFESSIONAL SERVICES

Expenditure Report
April 4/1/2024-4/30/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14139044	MUSIC THERAPY CENTER OF CALIFOR	4/15/2024	1120.00	0100	PROFESSIONAL SERVICES
14139045	CLUB XCITE	4/15/2024	1090.00	0100	PROFESSIONAL SERVICES
14139046	JOSE PENA	4/15/2024	476.92	0100	PAYROLL ADJUSTMENT
14139047	PROCARE THERAPY	4/15/2024	39391.35	0100	PROFESSIONAL SERVICES
14139048	CYNTHIA M FRAZEE	4/15/2024	1200.00	0100	PROFESSIONAL SERVICES
14139049	LAKESHORE	4/15/2024	10910.21	0100	INSTRUCTIONAL MATERIALS
14139050	SWEETWATER UNION HIGH	4/15/2024	3150.00	0100	CONTRACTED SERVICES
14139051	HOME DEPOT	4/15/2024	3841.31	0100	MAINTENANCE SUPPLIES
14140297	ORODATA RECORDS MANAGEMENT, IN	4/18/2024	348.01	0100	CONTRACTED SERVICES
14140298	VECTOR USA	4/18/2024	8097.23	0100	PROFESSIONAL SERVICES
14140299	BMR HEALTH SERVICES, INC	4/18/2024	42240.00	0100	PROFESSIONAL SERVICES
14140301	ADRIANA GARCIA	4/18/2024	146.56	0100	REIMBURSEMENT
14140302	WINET PATRICK GAYER CREIGHTON	4/18/2024	583.25	0100	LEGAL SERVICES
14140303	DANNIS WOLIVER KELLEY	4/18/2024	14416.00	0100	LEGAL FEES
14140304	HORIZON DISTRIBUTORS	4/18/2024	15426.57	0100	GROUPS EQUIPMENT
14140305	WALSH & ASSOCIATES, APC	4/18/2024	2994.98	0100	LEGAL SERVICES
14140306	THE ED LADDER	4/18/2024	451.25	0100	CONTRACTED SERVICES
14140309	THE SPEECH PATHOLOGY GROUP, INC	4/18/2024	29649.60	0100	PROFESSIONAL SERVICES
14140311	ENABLING DEVICES	4/18/2024	707.80	0100	INSTRUCTIONAL MATERIALS
14140314	CLEAN CARE SERVICES, LLC	4/18/2024	17870.00	0100	PROFESSIONAL SERVICES
14140315	OPTUM FINANCIAL, INC	4/18/2024	579.70	0100	PROFESSIONAL SERVICES
14140316	EHM ARCHITECTURE, INC.	4/18/2024	1302.50	0100	CONTRACTED SERVICES
14140318	BENITA SANCHEZ	4/18/2024	215.29	0100	REIMBURSEMENT
14140319	CITY TREASURER	4/18/2024	9391.80	0100	UTILITIES
14140320	PARADIGM HEALTHCARE SERVICES	4/18/2024	2695.97	0100	PROFESSIONAL SERVICES
14140321	GRAINGER	4/18/2024	1080.31	0100	MAINTENANCE SUPPLIES
14140323	SOUTH BAY FENCE, INC.	4/18/2024	845.09	0100	MAINTENANCE SUPPLIES
14140324	SAFeway INC. -VONS DIVISION	4/18/2024	301.09	0100	REFRESHMENTS
14140325	CALIFORNIA DEPT. OF JUSTICE	4/18/2024	294.00	0100	CONTRACTED SERVICES
14140326	EWING IRRIGATION	4/18/2024	1026.36	0100	GROUND SUPPLIES
14140327	ATKINSON, ANDELSON, LOYA, RUUD	4/18/2024	5907.22	0100	LEGAL FEES
14140328	SAN DIEGO COUNTY SUPERINDENT	4/18/2024	1500.00	0100	REGISTRATION FEES

Expenditure Report
April 4/1/2024-4/30/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14140329	A-Z BUS SALES, INC.	4/18/2024	151.73	0100	MECHANICAL SUPPLIES
14140330	PRO ED	4/18/2024	300.26	0100	INSTRUCTIONAL MATERIALS
14140331	YMCA OF SAN DIEGO COUNTY	4/18/2024	247833.29	0100	PROFESSIONAL SERVICES
14140332	WESTAIR GASES & EQUIPMENT INC	4/18/2024	291.85	0100	MAINTENANCE SUPPLIES
14140333	AT&T	4/18/2024	7809.17	0100	UTILITIES
14140334	SOUTHWEST SCHOOL & OFFICE	4/18/2024	5477.40	0100	INSTRUCTIONAL MATERIALS
14140340	AMAZON CAPITAL SERVICES	4/18/2024	8250.46	0100	INSTRUCTIONAL MATERIALS
14140341	SPARKLETTES	4/18/2024	455.71	0100	CONTRACTED SERVICES
14141688	DALE SCOTT & COMPANY, INC.	4/22/2024	40800.00	0100	PROFESSIONAL SERVICES
14141689	CORWIN	4/22/2024	282.16	0100	INSTRUCTIONAL MATERIALS
14141692	SIGNA DIGITAL SOLUTIONS, INC	4/22/2024	8392.88	0100	CONTRACTED SERVICES
14142979	ELMY FLORES	4/25/2024	38.86	0100	MILEAGE
14142980	IRENE HERRERA-CEVALLOS	4/25/2024	231.24	0100	REIMBURSEMENT
14142981	MAXIM HEALTHCARE SERVICES INC	4/25/2024	78753.04	0100	PROFESSIONAL SERVICES
14142982	PABLO J. SAINZ	4/25/2024	105.19	0100	MILEAGE
14142983	AARDVARK ANT & PEST CONTROL INC.	4/25/2024	2217.00	0100	CONTRACTED SERVICES
14142984	MARIANNA ROCHIN	4/25/2024	26.80	0100	MILEAGE
14142986	GREGORY SHERMAN	4/25/2024	550.26	0100	REIMBURSEMENT
14142987	AMN ALLIED SERVICES LLC	4/25/2024	75845.20	0100	PROFESSIONAL SERVICES
14142988	REFRIGERATION SUPPLIES	4/25/2024	86.71	0100	MAINTENANCE SUPPLY
14142990	WESTAIR GASES & EQUIPMENT INC	4/25/2024	175.96	0100	MAINTENANCE SUPPLIES
14142991	B&H PHOTO,VIDEO	4/25/2024	135.10	0100	TECHNOLGY SUPPLIES
14142992	MONTGOMERY HARDWARE CO.	4/25/2024	844.29	0100	MAINTENANCE SUPPLIES
14142993	THE BATTERY PLACE	4/25/2024	146.81	0100	MECHANIC SUPPLIES
14142994	AMAZON CAPITAL SERVICES	4/25/2024	13492.88	0100	INSTRUCTIONAL MATERIALS
14144504	P.I.P.S.	4/29/2024	73540.42	0100	PROFESSIONAL SERVICES
14144505	MARTA RODRIGUEZ DE TORRES	4/29/2024	60.39	0100	MILEAGE
14144506	CSM CONSULTING INC.	4/29/2024	1500.00	0100	CONTRACTED SERVICES
14144507	BEE BEST BEE REMOVAL, INC	4/29/2024	699.00	0100	CONTRACTED SERVICES
14144508	MARK KIRCHER	4/29/2024	50.45	0100	MILEAGE
14144509	OSCAR MADERA	4/29/2024	220.34	0100	REIMBURSEMENT
14144510	DANNIS WOLIVER KELLEY	4/29/2024	21578.00	0100	LEGAL FEES

Expenditure Report
April 4/1/2024-4/30/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14144511	HORIZON DISTRIBUTORS	4/29/2024	292.29	0100	GROUPS SUPPLIES
14144512	CAPITOL ADVISORS GROUP, LLC	4/29/2024	4000.00	0100	PROFESSIONAL SERVICES
14144514	ALLIANCE FOR AFRICAN ASSISTANCE	4/29/2024	405.00	0100	PROFESSIONAL SERVICES
14144515	WEX BANK	4/29/2024	4604.85	0100	CONTRACTED SERVICES
14144516	JOHNSON CONTROLS	4/29/2024	5651.42	0100	CONTRACTED SERVICES
14144517	CAL PACIFIC TRUCK CENTER ,LLC	4/29/2024	13310.70	0100	CONTRACTED SERVICES
14144518	SUN DIEGO CHARTER	4/29/2024	1800.00	0100	CONTRACTED SERVICES
14144519	KYO AUTISM THERAPY, LLC	4/29/2024	6609.47	0100	PROFESSIONAL SERVICES
14144520	CRISTINA INZUNZA	4/29/2024	44.19	0100	REIMBURSEMENT
14144521	CANON FINANCIAL SERVICES, INC	4/29/2024	7028.29	0100	LEASE AGREEMENT
14144522	TIER ONE MECHANICAL, INC	4/29/2024	2950.00	0100	CONTRACTED SERVICES
14144524	MAIREN RUIZ	4/29/2024	20.00	0100	REIMBURSEMENT
14144525	SOLUTIONZ, INC	4/29/2024	982.08	0100	OFFICE MATERIALS
14144526	BUREAU COM LLC	4/29/2024	1730.00	0100	RESITRATION FEES
14144527	SO-CAL RATTLESNAKE REMOVAL	4/29/2024	1950.00	0100	CONTRACTED SERVICES
14144528	MATHEW BANDY	4/29/2024	182.50	0100	REIMBURSEMENT
14144529	SAN DIEGO GAS & ELECTRIC	4/29/2024	86578.46	0100	UTILITIES
14144530	SAM & ROSE STEIN EDUCATION	4/29/2024	15788.68	0100	PROFESSIONAL SERVICES
14144531	PARADIGM HEALTHCARE SERVICES	4/29/2024	500.00	0100	PROFESSIONAL SERVICES
14144532	STANDARD ELECTRONICS	4/29/2024	290.00	0100	CONTRACTED SERVICES
14144533	SAFEWAY INC. -VONS DIVISION	4/29/2024	63.01	0100	INSTRUCTIONAL MATERIALS
14144534	OFFICE DEPOT	4/29/2024	5228.95	0100	INSTRUCTIONAL SUPPLIES
14144535	CAROLINA HERNANDEZ	4/29/2024	50.52	0100	MILEAGE
14144536	GOPHER SPORT	4/29/2024	639.93	0100	INSTRUCTIONAL MATERIALS
14144537	WILLIAM V. MAC GILL & CO.	4/29/2024	101.26	0100	MEDICAL SUPPLIES
14144538	RCP BLOCK & BRICK	4/29/2024	547.30	0100	GROUPS SUPPLIES
14144539	SMART & FINAL	4/29/2024	357.19	0100	REFRESHMENTS
14144540	AT&T	4/29/2024	7734.01	0100	UTILITIES
14144541	FEDEX	4/29/2024	70.54	0100	CONTRACTED SERVICES
14144542	WALMART	4/29/2024	1758.90	0100	INSTRUCTIONAL MATERIALS
14144543	ZENAIDA R. ROSARIO	4/29/2024	205.24	0100	REIMBURSEMENT
14144544	SAN YSIDRO SCHOOL DISTRICT	4/29/2024	5000.00	0100	TRUST ACCOUNT

Expenditure Report
April 4/1/2024-4/30/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14144545	TEAMTALK NETWORK	4/29/2024	437.58	0100	CONTRACTED SERVICES
14144546	ANYTIME SIGN SOLUTION, INC	4/29/2024	2159.20	0100	CONTRACTED SERVICES
14144547	PRO POWER	4/29/2024	532.80	0100	MAINTENANCE SUPPLIES
14144549	AMAZON CAPITAL SERVICES	4/29/2024	132.98	0100	OFFICE SUPPLIES
14144550	CALIFORNIA FINANCIAL SERVICES	4/29/2024	10000.00	0100	PROFESSIONAL SERVICES
14144551	FLYERS ENERGY	4/29/2024	3017.77	0100	DIESEL
14144552	SOUTH BAY COMMUNITY SERVICES	4/29/2024	36460.00	0100	PROFESSIONAL SERVICES
Total Fund 01			\$ 1,182,219.36		
14140322	MIRACLE RECREATION EQUIPMENT	4/18/2024	568.28	1200	PLAYGROUND SUPPLIES
14140340	AMAZON CAPITAL SERVICES	4/18/2024	187.25	1200	OFFICE SUPPLIES
14141690	EMILY N STEWART CONSULTING	4/22/2024	6300.00	1200	PROFESSIONAL SERVICES
14144523	CLARITZA LIMON	4/29/2024	36.45	1200	MILEAGE
14144548	SIR SPEEDY PRINTING 02890	4/29/2024	53.88	1200	OFFICE SUPPLIES
Total Fund 12			\$ 7,145.86		
14137484	GOLD STAR FOODS	4/11/2024	74301.05	1300	CAFETERIA FOOD
14137486	PANERA BREAD COMPANY	4/11/2024	1634.62	1300	REFRESHMENTS
14137487	INDUSTRIAL ELECTRIC	4/11/2024	2189.08	1300	CONTRACTED SERVICES
14137488	SYSCO SAN DIEGO INC.	4/11/2024	9649.81	1300	CAFETERIA FOODS
14137496	HOLLANDIA DAIRY INC.	4/11/2024	21053.05	1300	CAFETERIA FOODS
14137497	SAFEWAY INC. -VONS DIVISION	4/11/2024	101.24	1300	REFRESHMENTS
14137498	P&R PAPER SUPPLY COMPANY, INC.	4/11/2024	5393.64	1300	CAFETERIA PAPER GOODS
14137500	LLOYD PEST CONTROL CO.	4/11/2024	273.00	1300	CONTRACTED SERVICES
14137503	CALIFORNIA DEPARTMENT OF	4/11/2024	273.00	1300	CONTRACTED SERVICES
14137504	ACE COOLERS INC	4/11/2024	932.67	1300	CONTRACTED SERVICES
14137505	AMERICAN PRODUCE DISTRIBUTORS	4/11/2024	5913.85	1300	CAFETERIA FOODS
14140307	JOHNSON CONTROLS	4/18/2024	2729.50	1300	CONTRACTED SERVICES
14142985	LUNCHASSIST, INC.	4/25/2024	2770.00	1300	PROFESSIONAL SERVICES
14142989	PENSKE TRUCK LEASING	4/25/2024	806.66	1300	CONTRACTED SERVICES
14144513	HEARTLAND SCHOOL SOLUTIONS	4/29/2024	6424.00	1300	CONTRACTED SERVICES
Total Fund 13			\$ 134,445.17		
14140300	COLBI TECHNOLOGIES, INC	4/18/2024	26913.75	2133	CONTRACTED SERVICES
14140308	TOM SILVA CONSULTING	4/18/2024	4016.25	2133	PROFESSIONAL SERVICES

Expenditure Report
April 4/1/2024-4/30/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14140310	DIEGO COUNTY TAXPAYERS ASSOCIAT	4/18/2024	13750.00	2133	CONTRACTED SERVICES
14140312	PBK ARCHITECTS INC	4/18/2024	400.00	2133	CONTRACTED SERVICES
14140313	DAVY ARCHITECTURE INC	4/18/2024	11000.00	2133	CONTRACTED SERVICES
14140317	SCHOOL FACILITY CONSULTANTS	4/18/2024	11895.00	2133	PROFESSIONAL SERVICES
14141691	DE LA FUENTE CONSTRUCTION, INC.	4/22/2024	661220.67	2133	CONTRACTED SERVICES
Total Fund 21			\$ 729,195.67		
14144510	DANNIS WOLIVER KELLEY	4/29/2024	2094.00	0100	LEGAL SERVICES
Total Fund 25			\$ 2,094.00		
Grand total			\$ 2,055,100.06		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

BACKGROUND INFORMATION:

Pursuant to Education Code Section 17604 and No. 23/24-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2023-24 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various district departments submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:

Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

See attached
(Amount)

Various Funding Sources
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION

May 23, 2024

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	American Institutes for Research	For the implementation of the TeacherRead-MaestrosLeer Program. (2024-25)	N/A	N/A	Little
2	Ausin Texas Learning Group (ATX)	To provide certified and licensed healthcare personnel for special education. (2023-24)	\$20,000.00	Special Education	Little/Madera
3	Advanced Via Individual Determination (AVID) Center	AVID Program for Vista Del Mar and San Ysidro Middle Schools. (2024-25)	\$12,896.00	Supplemental & Concentration	Little
4	Collaborative OT Solutions	To provide an independent occupational therapy assessment for a student with special needs. (2023-24)	\$2,080.00	Special Education	Little/Madera
5	Kona Ice E Chula Vista	To provide catering services for school-related events on an "as needed" basis. (May 2024-25)	TBD	Donations or ASB Accounts	Adrianzen
6	Marin County Office of Education	Amendment No. 1 - Data Research Learning Network (DRLN) (2023-24)	N/A	N/A	Little
7	Ninyo & Moore	Amendment No. 3 - additional services to include an onsite DSA inspector for the HVAC Replacement Project at Sunset School.	Revised maximum \$8,198.00	2021 COPs Refinancing	Iniguez
8	Rancho Coastal Speech Therapy	To provide independent Speech & Language Pathology (SLP) Assessments for a student with special needs. (2023-24)	\$2,550.00	Special Education	Little/Madera
9	So-Cal Rattlesnake Removal	To provide initial rattlesnake safety inspections at all school sites. (2024-25)	\$3,450.00	General Fund	Iniguez/Bojorquez
10	So-Cal Rattlesnake Removal	To provide 9 months of rattlesnake safety inspections and removal of snakes found at the District Office, SYMS, VDM and OVH. (2024-25)	\$15,750.00	General Fund	Iniguez
11	Wilkinson Hadley King & Co., LLP	Letter of Engagement to provide auditing services for FY 2023-24.	\$22,500.00	General Fund	Adrianzen

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN
INSTITUTES FOR RESEARCH (AIR)

BACKGROUND INFORMATION:

The purpose of this Memorandum of Understanding (MOU) is to outline a mutually agreed-upon research project (study) between our District and the American Institutes for Research (AIR), a not-for-profit research organization that conducts behavioral and social science research and delivers technical assistance to solve some of the most urgent challenges in the U.S. and around the world.

The study’s primary goal is to evaluate the effectiveness of TeacherRead–MaestrosLeer (TRML), a shared book reading program for early learning teachers of Spanish-English dual language learners (DLLs). The goal of the study is to examine if children aged 4-5 in classrooms of teachers who participate in the program make greater gains in language and literacy skills in English and Spanish compared to children in classrooms of teachers who do not participate.

Educational Services is requesting the approval of this MOU for the implementation of the TRML program at schools that serve students in the appropriate age range (Preschool and Transitional Kindergarten). As part of the TRML program, teachers will receive professional development and a \$300.00 incentive and families that agree for their child to participate will also receive a \$35.00 gift certificate for their participation.

RECOMMENDATION:

Approve the Memorandum of Understanding with the American Institutes for Research (AIR) for the implementation of the TeacherRead-MaestrosLeer Program during the 2024-25 school year at no cost to the district.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

Action 1.15: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF UNDERSTANDING
Between
THE AMERICAN INSTITUTES FOR RESEARCH (AIR)
AND
San Ysidro School District

Purpose

The purpose of this Memorandum of Understanding (MOU) is to outline a mutually agreed-upon research project between your district/school (the “District” or “School”) and the American Institutes for Research (AIR), a not-for-profit research organization. This Agreement provides an overview of the study, the study’s intervention and the timeline, and the roles and responsibilities for your district/school and for the AIR Study Team.

Please review the contents of this Agreement and complete and sign the last page to indicate your agreement to participate. Return the signed Agreement to Alejandra Martin at amartin@air.org and Lisa White at lwhite@air.org.

Study Overview

The study’s primary goal is to evaluate the effectiveness of TeacherRead–MaestrosLeer (TRML), a shared book reading program for early learning teachers of Spanish-English dual language learners (DLLs). The goal of the study is to examine if children in classrooms of teachers who participate in the program make greater gains in language and literacy skills in English and Spanish compared to children in classrooms of teachers who do not participate.

AIR is partnering with the University of Notre Dame, Fresno County Office of Education, and Orange County Department of Education to complete the study. Drs. Johannes Bos and Lauren Artzi are Co-Principal Investigators (Co-PIs) at AIR, joined by Dr. Jill Pentimonti as Co-PI at the University of Notre Dame. The project is funded by the U.S. Department of Education’s Institute of Education Sciences.

Background on the TRML Program

TeacherRead–MaestrosLeer is a shared book reading program that is designed to complement existing book reading practices in early childhood programs, with an additional focus on supporting DLLs. As part of the TRML program, teachers receive professional development that will help them build capacity in implementing specific, evidence-based instructional supports to use with DLLs during shared book reading. They will also learn about ways to promote home connections with parents of DLLs around early reading.

TRML is based off of the original TeacherRead program, which supports the development of early reading skills (i.e., print knowledge, phonological awareness, and oral language) for young children. To help early learning teachers more intentionally support DLLs, the developers of TeacherRead modified the program to include evidence-based practices for supporting DLLs’ language and literacy development. TRML, in turn, includes specific evidence-based practices for DLLs that can be incorporated into book reading practices, such as the use of Spanish-English bridging strategies, use of books in the home language, enhanced vocabulary instruction, and nonlinguistic supports such as gestures, images, and act outs. Prior studies have shown effects of these DLL-specific instructional strategies on the language and learning outcomes of young DLLs in early childhood settings.

Study Design

The study is a randomized controlled trial, meaning that some classrooms in the study will be assigned to receive TRML and some will serve as comparison classrooms. Selection of classrooms for each group will be conducted through a computerized lottery program, similar to the flip of a coin. Study activities for each of the groups are described below.

- Intervention Group.* Classrooms assigned to receive TRML intervention will receive the materials and training in the 2024-25 school year. TRML teachers will attend online, asynchronous PD sessions that will introduce the language and literacy targets and provide instructional strategies for teachers to implement during book reading lessons. Teachers will also receive instruction materials (e.g., books, vocab cards, etc.) and daily lesson guides to support their use of the TRML strategies. Teachers will implement the TRML activities in their classrooms during their typically scheduled book reading sessions across the 2024-25 school year and fill out a brief online daily instruction log. No “typical” instruction or services will be withheld from students. Teachers will be asked to video record three shared book reading sessions with their students and will receive individualized coaching and feedback on their use of the TRML strategies from the research team throughout the course of the project. TRML provides training, coaching, and materials at no charge.
- Control Group.* Classrooms assigned to the comparison, “business as usual” group will receive online professional development on general book reading practices and continue with their typical book reading practices. No “typical” instruction or services will be withheld from students. Teachers in the comparison group will be asked to video record and upload three shared book reading sessions with their students over the course of the school year. Teachers in the comparison group will receive the TRML materials at the end of the school year.

The following data will be collected by the AIR Study Team as part of the project:

Table 1:

Assessment/Data	When	Description
<i>Teacher/Classroom information</i>	Once in Fall 2024	Teachers will provide their demographic information and the demographic information of the classroom in a short survey.
<i>Videotaped recordings of book reading sessions</i>	Three times during the 2024-25 school year	Teachers will video record and videotape and share three self-recorded book reading sessions from their classrooms (~10-15 minutes) with AIR via a secure online portal.
<i>Child assessment data</i>	Once in Fall 2024; Once in Spring 2025	The Study Team will collect child assessment data from children who have permission to participate in the study. Assessments will include a brief language/literacy screener (10-15 min.) for all classroom children with consent, as well as more in-depth follow-up assessments on language/literacy skills in English and Spanish for qualifying children at two timepoints (approximately 30 minutes for each session; up to 2 sessions per timepoint). Teachers/schools will work with the teachers/program directors to schedule data collection visits.

<i>Family Survey data</i>	Once in Spring 2025	The Study Team will collect a brief (~10 min.) survey from parents/families of participating children, that will include questions about their home language environment and interactions with children.
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Confidentiality and Data Security

All data collected as part of this study will be treated as sensitive and confidential. Personal identifiers will be removed from computer and printed forms and maintained as a separate master list in a separate and secured storage file that has restricted, password-protected access for study research staff. Because this is a federally supported project, de-identified data may be shared with the research community in a public file format. However, no individual names will be included in any public data file.

Incentives

TRML materials and professional development are provided free of charge, and teachers will receive incentive payments of \$300/each as a token of appreciation for their time related to the study’s activities. Families who agree for their child to participate will also receive a \$35 gift certificate for their participation.

Roles and Responsibilities

The **roles and responsibilities of the District** (if applicable) are:

1. Assist (to the extent possible) the Study Team with the recruitment of schools, teachers, and students and provide relevant information about the project. Identify a staff person to serve as a primary contact person to work with the study’s primary contact for the purposes of obtaining school, classroom, teacher, and child information.
2. Communicate with principals and teachers about the study and/or provide contact information for principals and teachers (depending on district preferences).
3. Communicate with the Study Team to coordinate activities and address questions or concerns.

The **roles and responsibilities of the School** are:

1. Support teacher and student participation in the study.
 - a. Provide information from the Study Team to teachers.
 - b. Provide space for child data collection and arrange scheduling with the study team.
 - c. Provide teachers with release/planning time to participate in brief online professional development sessions.
 - d. Help distribute consent forms to teachers and parents.
2. Communicate with the Study Team to coordinate activities and address questions or concerns.

The **roles and responsibilities of the Teacher** are:

1. Commit to participating in professional development and implementation:
 - a. Participate in 2-5 brief (5-15 min.) online professional development sessions during the 2024-25 school year.
 - b. Conduct daily shared book reading in classroom (TRML group implements TRML strategies during this time; control group continues book reading as usual).
 - c. Complete daily instructional logs on book reading sessions (TRML group only).
2. Collaborate with the Study Team on student recruitment and data collection:

- a. Distribute and collect child/family recruitment materials (e.g. study information, consent forms) to families of students.
- b. Share child enrollment information with study team.
- c. Videotape three book reading sessions and upload videos to a secure website.
- d. Work with research team to schedule child assessment data collection visits.

The **roles and responsibilities of the Study Team** are:

1. Obtain necessary approvals from study review boards (federal, district, and organizational Institutional Review Boards) and comply with research protocols. Maintain the confidentiality of all data.
2. Provide access to and pay costs for TRML materials, PD, and feedback. This includes books in English and Spanish, lesson guides, vocabulary cards, etc.
3. Coordinate with schools to minimize disruption of training, coaching, and data collection activities.
4. Provide stipends to teachers for participation in study activities. The Study Team will provide stipends (\$300/each) to all teachers participating in the study.
5. Communicate about and organize data collection for the study involving administrative records transmitted from the district, thus minimizing the data collection burden on schools.
6. Provide all materials for implementation to the schools.

Timeline

The following timeline provides a general sense of the study timing.

Activity	Spring 2024	Summer 2024	Fall 2024	Spring 2025
Study team recruits school districts and schools/teachers	X	X		
Teachers complete classroom information forms			X	
Study team (with help from teachers) recruit families/children to the study			X	
Study team conducts first round of child data collection			X	
Teachers participate in online professional development activities			X	X
Teachers implement shared book reading in classroom			X	X
Teachers complete a brief online daily instructional log (TRML group only)			X	X
Teachers videotape and upload three book reading sessions			X	X
Teachers send home books/family materials to support bookreading (TRML group only)			X	X
Study team conducts second round of child data collection				X
Study team collects family/parent survey				X

Contact for Questions

Please contact members of the Study Team with questions:

- Johannes Bos, Ph.D., American Institutes for Research: jos@air.org
- Lauren Artzi, Ph.D., American Institutes for Research: lartzi@air.org
- Jill Pentimonti, Ph.D., University of Notre Dame: jpentim@nd.edu

The District/School designates the staff person listed below to serve as the initial TRML contact person for study.

Name:	Maria Rodriguez	Position/Title:	Coordinator of Federal & State Programs and Language Acquisition
Email:	Maria.rodriquez@sysdschools.org	Phone:	(619)428-4476 Ext. 3070

Commitment

The District/School confirms that it has read this Agreement detailing the project and agrees to the roles, responsibilities, and conditions of participation. The District/School acknowledges the following:

- The District/School has communicated with its elementary school sites and teachers about this project (if applicable).
- The school(s) are aware of the TRML project and study and agree to participate as described in this Agreement.

Signatures

Marilyn Adrianzen, Chief Business Official

District/School Representative Signature	Printed Name	Title	Date
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Johannes Bos Senior Vice President

AIR Principal Investigator Signature	Printed Name	Title	Date
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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH AUSIN TEXAS LEARNING GROUP

BACKGROUND INFORMATION:

Ausin Texan Learning Group will be providing certified staff and licensed health care personnel to provide services, to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

Cost Implications: SLP: \$90-\$120 per hour
School Psychologists: \$90-\$130 per hour
Special Education Teachers: \$85 - \$105 per hour
RBT: \$60 - \$70 per hour
BCBA: \$80 - \$105 per hour

RECOMMENDATION:

Approve/Ratify the agreement with Austin Texas Learning Group for the 2023-2024 school year to provide certified and licensed staff in an estimated amount of \$20,000.00 from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Action # 1.18: Continue to provide site and/or district-based academic intervention programs to serve the district unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment to accelerate learning and increase engagement for all students including unduplicated students.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

ESTIMATED

\$20,000.00

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15 day of April, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Ausin Texas Learning Group Llc, Inc.
Company/Consultant

(512) 593-5222
Telephone Number

10821 Red Run Blvd #407, Owings Mills, MD 21117
Address

www.atxlearning.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: April 15, 2024 To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____ Not applicable

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 (“ARRA”) and the Health Information Technology and Economic Clinical Health Act of 2009 (“HITECH”).

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil’s records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District’s Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil’s records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator’s products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District’s choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant’s obligation to defend, indemnify, and/or hold harmless arises out of Consultant’s performance as a **“design professional”** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant’s indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant,

and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Ausin Texas Learning Group Llc, Inc.
Name:	Syed Khalil
Title:	President
Address:	10821 Red Run Blvd #407
City/State/Zip Code:	Owings Mills, MD 21117
Telephone:	(512) 593-5222
Email:	info@atxlearning.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

DISTRICT

Ausin Texas Learning Group Llc, Inc.
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Syed Khalil, President
Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Board Approved:

Revised 08-01-2020

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

_____ (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____ (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Ausin Texas Learning Group Llc, Inc.

Name/title of authorized representative (Print) Syed Khalil, President

Signature _____ Date _____

EXHIBIT A

SCOPE OF WORK

Rate List (2023-24)

These are all inclusive rates. We always prefer to work with schools to offer them cost effective solutions. School does NOT pay an additional cent for state and federal taxes, social security, worker compensation, mileage and travel time etc. Any additional expense is pre-approved by school authorities in writing. **ATX Learning offers tailor-made, flexible solution. Call us for details.**

Services	Hourly rate
1. Speech Language Pathologist	\$90-\$120 per hour
2. School Psychologists	\$90-\$130 per hour
3. Special Education Teachers	\$85-\$105 per hour
4. OT/PT	\$80-\$95 per hour
5. General Ed. Teacher (STEM)	\$60-\$75 per hour
6. Social Workers	\$70-\$90 per hour
7. School Nurse	\$85-\$105 per hour
8. Paraprofessional	\$40-\$50 per hour
9. RBT/ ABA	\$60-\$70 per hour
10. BCBA	\$80-\$105 per hour

EXHIBIT – A
Assignment Confirmation

Personnel Name:	Nizza Perez
Services:	Special Education Teacher
Hourly Rate for Services:	\$85 per hour
Overtime/Holiday Rate:	\$127.5 per hour (\$Rate x 1.5)
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for transportation between school sites.
Contract Term:	School Year 2023-2024
Assignment Start Date:	April 17 2024
Assignment End Date:	June 30 2024
Number of Days:	50 Approx
Guaranteed Hours:	35-40 hours/Week
Cancellation Notice:	20 days

***All the overtime/holiday hours worked shall be paid at \$ time and one half (1.5).**

District Business Services Contact:	Marilyn Adrianzen, CBO
District Sp Ed Contact:	Eugenia M Teodoro, Special Ed Techician

Billing Information

Billing Address:	Email please
Billing Telephone Number:	(619) 428-4476 x3005
Billing Contact Info:	Blanca Vega
Billing Email Address:	blanca.vega@sysdschools.org

Timesheet Approving Authority

Name:	Eugenia M Teodoro
Title:	Special Ed Technician
E-mail Address:	eugenia.teodoro@sysdschools.org
Phone Number:	(619) 428-4476 ext. 3089



Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and Client agree to comply with each of the following factors as is necessary to maintain independent-consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	For performing the services, the Client shall furnish the description and specifications of the services and prescribe the instructions, to the Consultant’s Personnel on the first day of the Job or from time to time, if required.
TRAINING/SUPERVISION	Consultant’s Personnel shall be under the supervision of the Client and the client shall provide the necessary training for the adequate performance of the services.
WORK NOT ESSENTIAL TO CLIENT	The Client’s success or continuation does not depend on the services of the Consultant.
JOB LOCATION	Client shall provide the location of the school/institute/facility where the services are required to be performed.
TOOLS & EQUIPMENT	Client shall provide the necessary tools and equipment, within the premises of the job location, to the consultant’s personnel for performing the services. Consultant or their personnel are not allowed to use their own tools and equipment.
SERVICES AVAILABLE TO PUBLIC	The Consultant’s services are available to the general public after school hours.
PROGRESS REPORTS	The Consultant will be required to make a progress report.

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Client’s and Consultant’s signatures below signify both an understanding and acceptance of the contract provisions.

CLIENT AUTHORIZED REPRESENTATIVE:

CONSULTANT:

Signature: _____
Marilyn Adrianzen, CBO

Signature: Syed Khalil

Date Signed: 04-18-24

Date Signed: 04-15-2024

Branch / Dept.: San Ysidro School District

Title: President

Address: 4350 Otay Mesa Road

Company Mailing Address:

San Ysidro, CA 92173

10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone / Fax: (619) 428-4476

Phone: 800-846-5120 x 103, Fax: (512) 212-1338

E-Mail Address: marilyn.adrianzen@sysdschools.org

E-Mail Address: info@atxlearning.com

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER

BACKGROUND INFORMATION:

The San Ysidro School District is renewing its agreement with the Advancement Via Individual Determination (AVID) Program. AVID is a college readiness program focusing on time management, academic preparation, and college/career awareness. In the past, the AVID program has been received very positively by teachers/coordinators, administrators, and counseling staff. AVID is an effective component of the San Ysidro School District’s commitment to The Compact for Success.

The AVID Program is offered to San Ysidro and Vista Del Mar Middle School students. The District Director, site administrators, and site AVID coordinators will continue to collaborate to maintain this program at both middle schools.

The products and services included in this agreement for our two middle schools are:

- AVID Membership Fees Secondary
- AVID Ignite
- AVID EXCEL Benefit Package

RECOMMENDATION:

Approve the agreement with the Advancement Via Individual Determination (AVID) Center for Vista Del Mar and San Ysidro Middle Schools during the 2024-25 school year, with a total cost of \$12,896.00 to be paid from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.6: Continue to provide a rigorous course of study to prepare students for high school. Middle schools will provide programs such as college readiness and STEM. In addition, middle schools will offer electives such as AVID, Computer Science (PLTW), Spanish, VAPA, and Gifted and Talented Education (GATE). Elementary schools will also offer the GATE and PLTW programs. These programs promote equal access for all students, including unduplicated students and students with disabilities.

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Yes No

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

Yes No

Requisition #

\$12,896.00

(Amount)

Supplemental & Concentration Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-88754
 Client: San Ysidro School District
 Address: 4350 Otay Mesa Rd
 San Ysidro, CA 92173

AVID Center Representative: Wendy Joyce
 Phone: (858) 380-4742
 Email: wjoyce@avid.org

Effective Date: July 01, 2024

Expiration Date: June 30, 2025

San Ysidro Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$4,499.00
1	AVID Ignite	\$925.00	\$75.00	\$850.00
1	AVID EXCEL Benefit Package	\$1,099.00	\$0.00	\$1,099.00
San Ysidro Middle School SUBTOTAL:				\$6,448.00

Vista Del Mar Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$4,499.00
1	AVID Ignite	\$925.00	\$75.00	\$850.00
1	AVID EXCEL Benefit Package	\$1,099.00	\$0.00	\$1,099.00
Vista Del Mar Middle School SUBTOTAL:				\$6,448.00

TOTAL:	\$12,896.00
<i>plus all applicable taxes</i>	

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

San Ysidro School District

Sign: _____
Print
Name: _____

Sign: _____
Print
Name: Marilyn Adrianzen

Title: _____

Title: Chief Business Official

Date: _____

Date: _____

Email: contracts@avid.org

Email: marilyn.adrianzen@sysdschools.org

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Board approved: 05-23-24

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH COLLABORATIVE OT SOLUTIONS

BACKGROUND INFORMATION:

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

Collaborative OT Solutions, an independent agency, was selected by the parents to perform an independent Occupation Therapy (OT) evaluation for their child with special needs.

Cost Implications: \$2,080.00

RECOMMENDATION:

Approve/Ratify the agreement with Collaborative OT Solutions to provide an independent occupational therapy assessment for a student with special needs at a cost of \$2,080.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$2,080.00
(Amount)

Special Education Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT

By and Between

Collaborative Occupational Therapy Solutions, Inc., dba Collaborative OT Solutions (CONSULTANT)
and
San Ysidro School DISTRICT (DISTRICT)

1. Purpose:

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as “an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question.”

CONSULTANT is an independent agency, who has been selected by the parents of a student to provide consultation service and comprehensive Occupational Therapy IEE evaluation.

2. Scope of Services:

CONSULTANT shall perform the services as described in Exhibit A and incorporated herein by this reference. CONSULTANT represents that CONSULTANT is a professional and is experienced in performing the work and services contemplated herein and in light of such status and experience, CONSULTANT represents that it shall in accordance with the laws set forth by the California Board of Occupational Therapy.

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

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

3. Term:

The Term of this Agreement is from September 1, 2023 to June 30, 2024 or up to the completion of services whichever happens first.

4. Compensation:

DISTRICT shall pay CONSULTANT for the specified services as reflected on EXHIBIT A during this contract term. The DISTRICT is not responsible for any other expenses.

CONSULTANT shall submit to DISTRICT itemized invoices which indicate work completed. DISTRICT shall review each invoice to determine that the work performed is in compliance with the provisions of this Agreement. DISTRICT shall pay CONSULTANT within 30 days and in accordance with this Agreement. Please note: Payments cannot be made in advance of services.

4. Indemnification and Hold Harmless:

Each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorneys fees) that such Party may suffer, sustain or become subject to as a result any misrepresentation or breach, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Agreement during Agreement term.

5. Insurance

CONSULTANT shall maintain, at own expense and is responsible for paying any deductibles for any of the following: Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Sexual Abuse and Molestation Coverage: \$25,000 per occurrence; and Automobile Liability: Personal transportation vehicles that are driven onto and parked on school property shall maintain California State minimum requirements for private passenger vehicles of at least \$15,000 injury/death to one person/\$30,000 injury/death to more than one person and \$5,000 property damage. Workers' Compensation as required by law. If CONSULTANT is the sole proprietor, a declaration from the CONSULTANT stating they are in compliance with California requirements shall be provided to the DISTRICT.

Verification of Coverage

CONSULTANT shall furnish the DISTRICT with original certificates or copies of the applicable policy language effecting coverage required by this clause. All certificates are to be received and approved by the DISTRICT. Failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all insurance policies required by these specifications at any time.

5. Termination:

Either party may terminate this contract upon 30 days advance written notice. Such termination shall specify the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately performed as of to date of the notice of termination and Consultant shall be entitled to no further compensation.

6. Other:

CONSULTANT is an independent contractor and will pay all applicable state, local, and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

The laws of the State of California shall govern this Agreement. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

Collaborative Occupational Therapy Solutions, Inc., dba Collaborative OT Solutions

Signature: _____ Date: _____

Address: _____

Telephone: _____ E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

Marilyn Adrianzen, Chief Business Official
4350 Otoy Mesa Road, San Ysidro, CA 92173
(619) 428-4476

Board approved/ratified: _____

EXHIBIT A SCOPE OF WORK

Consultation & IEE Services

Consultation services and comprehensive Occupational Therapy IEE evaluations include:

- Standardized and/or non-standardized testing
- Direct and/or Indirect Assessment/Clinical Observations
- Interviews (in-person/phone/video)
- Record and Review
- Class Observation (on-campus or virtual/video) Scoring of assessment date and Final Reports with Recommendations
- Goal Preparation as appropriate, IEP Input/Preparation as appropriate, and Related OT Recommendations as appropriate
- Participation in IEP via in-person/phone/video up to a total of one (1) hour
- Consultation with any member of IEP team and/or District Representative(s) via in-person/phone/video/electronic communication up to a total of 30 minutes.

Travel time and travel-related costs that may be incurred in providing consultation services and/or completing IEE evaluations/providing services noted above will be negotiated on a case-by-case basis.

FEES: This Agreement not to exceed amount is \$2,080.00.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH KONA ICE E CHULA VISTA

BACKGROUND INFORMATION:

During the school year, the District would like to recognize staff and students for their accomplishments. On occasions a celebration event includes food catering services. The District would like to have a list of authorized food vendors for such events. Services being provided are on an “as needed” basis and optional.

Term: May 24, 2024 to June 30, 2025

RECOMMENDATION:

Approve the agreement with Kona Ice E Chula Vista to provide catering services for school-related events on an “as needed” basis. Cost implications will be paid from school donations or ASB accounts.

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

TBD
(Amount)

ASB or Various Donations Accounts
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SERVICE AGREEMENT

This agreement is made and entered into this 24th day of May, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Kona Ice E Chula Vista
Company/Service Provider

1-530-949-7161
Telephone Number

3626 Pocahontas Ct., San Diego, CA
Address

Website

hereinafter referred to as "Service Provider."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: May 24, 2024 on an "as needed" basis To: June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Service Provider for the specified services as reflected on **EXHIBIT A** during this contract term.

2.2 PAYMENTS

Service Provider shall submit to District an itemized invoice which indicates work completed by Service Provider. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Service Provider within 30-days of receipt of an acceptable invoice from Service Provider.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Service Provider, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Service Provider that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Service Provider hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Service Provider anticipates and that Service Provider shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF SERVICE PROVIDER

4.1 ORGANIZATION

Service Provider shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Service Provider agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, Service Providers and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Service Provider shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Service Provider represents and maintains that it is skilled in the professional calling necessary to perform the Services. Service Provider warrants that all of Service Provider's employees and subService Providers shall have sufficient skill and experience to perform the Services assigned to them. Service Provider further represents that it, its employees and subService Providers have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Service Provider's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Service Provider's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Service Provider and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT SERVICE PROVIDER & ADDITIONAL PERSONNEL

Service Provider is retained as an independent contractor and is not an agent or employee of the District. No employee or agent of Service Provider shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and

amendments from District as herein provided. Service Provider shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in ATTACHMENT NO. 2 to this agreement. Service Provider shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Service Provider shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Service Provider shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Service Provider shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Service Provider shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Service Provider has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** (If applicable) Insurance appropriate to the Service Provider’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives**

5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____

6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Service Provider's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Service Providers or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

If the Service Provider maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Service Provider.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Service Provider's/SubService Provider's/Subcontractors' insurance. **If Blanket Endorsement, it must include policy number and insured's name.**

Primary Coverage

For any claims related to this contract, the **Service Provider's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Service Provider/SubService Provider/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the District by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Service Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Service Provider must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Service Provider/SubService Provider/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Service Provider may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Service Provider, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Service Provider of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Service Provider shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Service Provider shall be entitled to no further compensation. Service Provider may not terminate this Agreement except for cause.

(2) Service Provider's Termination for Cause. This Agreement may be terminated by the Service Provider upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Service Provider shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Service Provider shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Service Provider to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Service Provider in connection with the performance of Services under this Agreement. Service Provider shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY (If applicable)

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Service Provider pursuant to this Agreement, shall be the sole property of the District, except that Service Provider shall have the right to retain copies of all such documents and data for its records. District shall

not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement.

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Service Provider/Service Provider from LEA/District continue to be the property of and under the control of the District. The Service Provider will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Service Provider will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Service Provider to ensure compliance with FERPA.
- Service Provider shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Service Provider shall provide adequate staff and resources to facilitate all Service Provider activity. Should Service Provider fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Service Provider for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Service Provider shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to

any acts, errors or omissions, or willful misconduct of Service Provider, its officials, officers, employees, subcontractors, Service Providers or agents in connection with the performance of the Service Provider's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Service Provider, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Service Provider of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Service Provider agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Service Provider shall not be permitted to have any contact with District pupils until such time as Service Provider has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete ATTACHMENT NO. 1 - School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for **Tuberculosis (TB) Clearances** to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Service Provider and/or its employees will have limited contact with District pupils or if Service Provider and/or its employees will be supervised at all times by District staff.

If food service is included in this Agreement, a copy of the County of San Diego, Food Handlers Permit shall be provided.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

SERVICE PROVIDER:	KONA ICE E. CHULA VISTA	
Name:	Katelyn Pearson	
Title:	Partner	
Address:	3626 Pocahontas Ct.	
City/State/Zip Code:	San Diego, CA 92117	
Telephone:	(530) 949-7161	
Email:	kpearson@kona-ice.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Patricia Caro
Title:	Chief Business Official	Executive Secretary – Business
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	Marilyn.adrianzen@sysdschools.org	Patricia.caro@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Service Provider as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

SERVICE PROVIDER

DISTRICT

KONA ICE E CHULA VISTA

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Board Approved:

Revised 02-24-23

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Service Provider's employees and/or SubService Providers/Subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Service Provider shall require their employees, including the employees of any sub-Service Provider and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Service Provider shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Service Provider certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Service Provider shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Service Provider's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Service Provider from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Service Provider's individuals/employees and/or SubService Providers/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Service Provider's employees/individuals and/or SubService Providers/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Service Provider's and SubService Provider's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

EXHIBIT A

These services are optional and at Principal's and District's discretion for school-related events for staff and/or students. This is to authorize the Service Provider **KONA ICE E CHULA VISTA** to conduct business on District facilities. Any order forms from Service Provider require School Principal and District's authorized representative (CBO) signatures.

- Service Provider will provide a current County of San Diego Health Department Food Handlers Permit before providing services.
- Service Provider's employees' must wear protective masks and gloves during the event.
- **If the event includes students/children, a Certificated staff member and/or a parent/guardian must accompany student(s) at all times.**

Service Provider will provide catering ONSITE service. Cooking onsite is authorized in a safe outdoor area.

Service Provider is to provide a detailed order form that includes the service and price. If moving forward with an order, Service Provider will provide an invoice that indicates the total cost so that payment can be processed.

- **No reservation payment or deposit will be required to reserve the order.**
- **No Travel fee will apply.**

VENDOR INFORMATION AND PRICES –

Shaved Ice
Sizes and Prices from \$5.00 to \$8.00

(See attached)

KONA ICE

IS COMING!

XXXXXXXXXXXX

XXXXXXXXXXXX

AFTER SCHOOL



KLASSIC
\$5.00



KING
\$6.00



COLOR CHANGING
\$7.00
\$4 refills



KOLLECTABLE
\$8.00
\$4 refills

Don't forget to bring your refillable cups! A portion of sales goes to your school!

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Russell Little, Assistant Superintendent Informational
Educational Lead & Pupil Services Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT WITH
MARIN COUNTY OFFICE OF EDUCATION

BACKGROUND INFORMATION:

This agreement is between Marin County Office of Education acting on behalf of the California Collaborative for Educational Excellence (“CCEE”) and the San Ysidro School District to provide advice and assistance to school districts, county offices of education, and charters schools in achieving their Local Control and Accounting Plan (LCAP) goals.

CCEE’s Data Research Learning Network (“DRLN”) is an initiative developed by the CCEE to support local educational agencies, projects and programs.

Amendment No. 1

Modify Paragraph 1: Activities

Spread and scale work from LEA implementation phases as directed by CCEE.

Modify Paragraph 3: Payment

CCEE/Administrative Agent shall assist LEA by providing funding support for Activities for the term of the agreement, not to exceed \$57,000.00.

Term: October 1, 2023, through June 30, 2024.

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the agreement with the Marin County Office of Education for the 2023-2024 school year at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 1: **Student Achievement**

1.4 Data reflection sessions provide teachers and administrators the opportunity to analyze student assessment data on LEA common assessments and to monitor the academic achievement of all students including unduplicated students and students with disabilities in order to plan for differentiated instruction in support of all students.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-20224 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



MARIN COUNTY

OFFICE OF EDUCATION

1111 Las Gallinas Avenue
 P.O. Box 4925
 San Rafael, CA 94913-4925

JOHN A. CARROLL
MARIN COUNTY
 SUPERINTENDENT OF SCHOOLS

Phone (415) 472-4110
 Fax (415) 491-6625
marincoe@marinschools.org

FIRST MODIFICATION TO MOU AGREEMENT

Pursuant to Paragraph #15 (Entire Agreement/Amendment) of the attached MOU Agreement between **San Ysidro Unified School District** (“Contractor”) and Marin County Superintendent of Schools and the Marin County Office of Education (together hereinafter referred to as “Administrative Agent”), on behalf of the California Collaborative for Educational Excellence (“CCEE”), and signed by Ilishwara Ryaru on October 23, 2023, for Administrative Agent, by Matthew Navo and Sujie Shin on October 23, 2023, for CCEE, and by Gina A. Potter on October 19, 2023, for LEA, **all Parties agree to modify the Agreement, as delineated below:**

- » Modify Paragraph 1: Activities, as follows:
 - At the request of the CCEE, LEA activities expand to include the following:

ACTIVITIES/DELIVERABLES (EXPANDED)	NOT TO EXCEED
Fixed-price Deliverables	
Spread and scale work from LEA implementation phase as directed by CCEE: <ul style="list-style-type: none"> • Share emerging best practices and impact of LEA’s journey in DRLN • Support communications and outreach activities for CCEE initiatives 	\$5,000 Not to Exceed Amount Upon Successful Completion of Activities as Determined by CCEE Exec Director or Designee
Total Not to Exceed Amount for First Modification:	\$5,000
Total Not to Exceed Amount for FY 2023-24 (MOU and Modification):	\$57,000

- » Modify Paragraph 3: Payment, as follows:
 - “CCEE/Administrative Agent shall assist LEA by providing funding support for Activities for the Term of the Agreement, not to exceed ~~\$52,000~~ **\$57,000.**”
 - Invoicing and Payment Schedule
 “Total payments to LEA under this Agreement shall not exceed ~~\$52,000~~ **\$57,000.**”

Counterparts and Electronic Signatures

This Agreement modification may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all Parties had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

In WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Ishwara Ryaru, Assistant Superintendent – CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Matthew Navo, Executive Director

Signature: _____ Date: _____

Printed Name and Title: Sujie Shin, Deputy Executive Director

Address: 1029 J Street, Suite 450

City: Sacramento State: CA Zip Code: 95814

LEA

Signature: _____ Date: _____

Printed Name and Title: Marilyn Adrianzen, Chief Business Official

Address: 4350 Otay Mesa Road

City: San Ysidro State: CA Zip Code: 92173

Board approved/ratified: 05-23-24

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** May 23, 2024
VIA: Gina A. Potter, Ed.D. **FROM:** Informational
 Superintendent Dr. Jose Iniguez, Assistant Superintendent of Action
 Admin. Leadership, School Support & Safety

AGENDA ITEM: AMENDMENT NO. 3 TO THE NINYO & MOORE AGREEMENT FOR THE
 HVAC REPLACEMENT PROJECT (DSA INSPECTOR)

BACKGROUND INFORMATION:

The HVAC/Bard units located at Sunset School needed to be replaced due to end of life and potential occupational safety concern if not addressed.

The Governing Board approved an agreement with Jackson & Blanc for an HVAC Project at Sunset School. Four HVAC units have been installed and do not require DSA inspection services. The largest HVAC unit that is located above the multipurpose room requires DSA inspection and certified welding inspection.

Ninyo & Moore’s agreement was approved to provide field welding special inspection services during installation of the fourth replacement HVAC unit. Amendment No. 1 was to include additional services to the Ninyo & Moore agreement for an onsite DSA inspector and increase the compensation by \$2,700.00 for a revised maximum amount of \$4,838.00. All other terms and conditions will remain unchanged.

Amendment No. 3 is for last minute project inspector services associated with the fire alarm connections for the HVAC Project at Sunset School that included site visits and personnel time. The fees for these services are \$540.00 for a revised maximum amount of \$8,198.00. The project is now complete and all services have been fulfilled.

RECOMMENDATION:

Approve/Ratify Amendment No. 3 to the Ninyo & Moore Geotechnical & Environmental Sciences Consultants Agreement to include an onsite DSA inspector for the HVAC Replacement Project at Sunset Elementary School. The revised maximum contract fee is \$8,198.00 from the 2021 COPs Refinancing Funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Renewal New Amendment Ratify Other

Financial Implications? Are funds for this item available in the 2023-2024 Budget? Requisition #

Yes No Yes No

New Contract Amount \$8,198.00 (Amount)	2021 COPS Refinancing Funds (Name of funding source and/or location)
--	--

Recommended for: Approval Denial Certification Requested Yes No



May 9, 2024
 Project No. 109687001

Dr. Jose Iniguez
 San Ysidro Unified School District
 155 Flanders Road
 Westborough, MA 01581

Subject: Budget Amendment Request No. 3
 Project Inspector and Special Inspection Services
 Sunset Elementary School HVAC Replacement
 3825 Sunset Lane, San Ysidro, California
 DSA Application No. 04-120809

Dear Dr. Iniguez:

We have continued to provide Project Inspector (PI) and special inspection services for the Heating, Ventilation, and Air Conditioning (HVAC) Replacement project in accordance with the project documents. Based on our review of our billings and additional services to date, the fees associated with our PI and special inspection services have exceeded the existing budget amount presented in the Second Amendment to Agreement dated September 1, 2023. In preparation of this budget amendment request, we have reviewed our services provided to date, our accounting records, and the contractor's progress.

The fees associated with our services have been increased due to the performance of additional work for PI services associated with the fire alarm connections for the HVAC.

Based on the services we have provided to date, the fees associated with our services have exceeded the existing contract amount by approximately \$540 (Five Hundred Forty Dollars). A breakdown of the additional fees for this budget amendment request is presented in the table below.

Personnel	Hours	Rate	Total
Project Inspector	4	\$135.00	\$540.00
Total			\$540.00

For convenience, the following summarizes our current contract amount and this revised budget amendment request:

Existing Contract/Amended Agreement Amount	\$ 7,658.00
Revised Budget Amendment Request Amount	\$ 540.00
Total Amended Budget	\$ 8,198.00

If you are in agreement with this revised budget amendment request, please forward us the updated contract documents for the project. We appreciate this opportunity to be of service and our continued working relationship with the San Ysidro School District.

Respectfully submitted,
NINYO & MOORE



Paul P. Beryl
Project Manager



Jeffrey T. Kent, PE, GE
Principal Engineer

PPB/JTK/mp

San Ysidro School District
Board approved: 05-23-24

Marilyn Adrianzen, CBO

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH RANCHO COASTAL SPEECH THERAPY, INC.

BACKGROUND INFORMATION:

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

Rancho Coastal Speech Therapy, Inc., an independent agency, has been selected by the parents to perform independent speech-language pathology (SLP) assessments for their child with special needs.

Cost implications: \$2,550.00, including IEP attendance for the presentation of the report.

RECOMMENDATION:

Approve/Ratify the agreement with Rancho Coastal Speech Therapy, Inc. for the 2023-2024 school year to provide independent Speech-Language Pathology (SLP) assessment for a student with special needs at a cost of \$2,550.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$2,550.00
(Amount)

Special Education Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of November, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Rancho Coastal Speech Therapy, Inc.
Company/Consultant

(619) 987-3841
Telephone Number

PO Box 319 Solana Beach, CA 92075
Address

www.rcspeech.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: November 1, 2023 To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 (“ARRA”) and the Health Information Technology and Economic Clinical Health Act of 2009 (“HITECH”).

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil’s records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District’s Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil’s records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator’s products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District’s choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant’s obligation to defend, indemnify, and/or hold harmless arises out of Consultant’s performance as a **“design professional”** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

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by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Rancho Coastal Speech Therapy, Inc
Name:	Christine E. Himstreet
Title:	President/SLP
Address:	PO Box 319
City/State/Zip Code:	Solana Beach, CA 92075
Telephone:	(619) 987-3841
Email:	christyhimstreet@rcspeech.com

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@syzdschools.org	Oscar.madera@syzdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Rancho Coastal Speech Therapy, Inc.

Firm Name



Signature of Authorized Agent

Christine E. Himstreet, President/SLP

Print Name, Title

4/18/2024

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

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ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

CH (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

CH (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

CH (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

CH (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

CH (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

CH (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Rancho Coastal Speech Therapy, Inc.

Name/title of authorized representative (Print) Christine E. Himstreet, President/SLP

Signature  Date 4/18/2024

REVISED 09-13-18

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ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

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EXHIBIT A

SCOPE OF WORK



RANCHO COASTAL
speech therapy

Christine E. Himstreet, M.S. CCC-SLP
PO Box 319 Solana Beach, CA 92075
(619) 987-3841

Rate Sheet for Speech and Language Independent Educational Evaluations (IEEs) School Year 2023-2024

The current rate for speech and language educational evaluation is \$150 per hour. Most evaluations take an average of 15-17 hours to complete for a total of \$2250-\$2550. Individual estimates are made per student's needs.

Listed below are the items required to complete a typical speech and language educational evaluation.

1. Intake
2. Review of Records
3. Parent and Teacher Interviews
4. Classroom Observation at School of Attendance (virtual if needed)
5. Rating Scale Distribution and Collection: Parents, Teachers, Additional Providers
6. Direct Testing, typical 2, 2-hour sessions (based on publishers' time parameters)
7. Transcription/Review of Language Samples
8. Scoring of Tests
9. Data Analysis
10. Report Writing
11. IEP Meeting Attendance

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SO-CAL RATTLESNAKE REMOVAL

BACKGROUND INFORMATION:

The District has been experiencing rattlesnake activity at some school sites and campuses. The District contracted with So-Cal Rattlesnake Removal to keep its students and staff safe. They were able to schedule safety inspections at all of our schools immediately.

The safety inspections included a thorough inspection of each campus and snakes that were found were safely removed from the premises. Prevention and maintenance recommendations will be provided for the District's consideration.

The safety of students and staff is our number one priority.

RECOMMENDATION:

Approve/Ratify the agreement with So-Cal Rattlesnake Removal to provide Initial Safety Inspections for \$3,450.00 from the General Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

0000010650

\$3,450.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day April, 2024, by and between the San Ysidro School of District, hereinafter called the "District", and

So-Cal Rattlesnake Removal
Company/Consultant

619-259-7121
Telephone Number

4630 73rd st La Mesa Ca 91942
Address

www.so-calrattlesnakeremoval.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: April 12, 2024 To June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

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2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** **\$1,000,000** per occurrence with an aggregate of not less than **\$2,000,000** for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of **\$2,000,000** per occurrence with an aggregate limit of not less than **\$5,000,000** and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

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If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

SAN YSIDRO SCHOOL DISTRICT

4350 Olay Mesa Road, San Ysidro, CA 92173

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____.**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	So-Cal Rattlesnake Removal	
Name:	Alex Trejo	
Title:	CEO	
Address:	4630 73rd st	
City/State/Zip Code:	La Mesa CA 91942	
Telephone:	619-259-7121	
Email:	Socalrattlesnakeremoval@outlook.com	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Jose Iniguez
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	Marilyn.adrianzen@sysdschools.org	Jose.iniguez@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

So-Cal Rattlesnake Removal

Firm Name



Signature of Authorized Agent

Alex Trejo

Print Name, Title

4/11/24

Date:

DISTRICT

San Ysidro School District

Firm Name



Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

04-12-24

Date

Board Approved: Ratified 05-23-24

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements**

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

At (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

At (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

At (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

At (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

At (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

At (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

At (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: So-Cal Rattlesnake Removal

Name/title of authorized representative (Print) Alex Trejo

Signature  Date 4/11/24

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

Objective 1) - Safety inspection.

SCOPE OF WORK AND FEES

We will survey each campus and track down snakes living in the area or passing through. Each campus will be thoroughly checked before moving onto the next.

Objective 2) - Snake removal

All snakes found will be safely removed from the premises.

Objective 3)- Analysis

Each property will be given a specific analysis. We will create a log of problem areas and provide solutions to help keep the area safe in the future.

Maintenance proposals will be given at the end of the job .

Objective 4) - Safety

The safety of the kids is our number one priority. We will do everything in our power to ensure the campuses are safe.

Cost - Sites 1 - 4 below

Each campus will cost a flat rate of 650\$

We're gifting San Ysidro school district one free campus safety inspection.

Total cost = 1,950.00\$

INITIAL SAFETY INSPECTIONS

LOCATIONS / SITES:

1. San Ysidro School District 4350 Otay Mesa Road, San Ysidro, CA 92173
2. San Ysidro Middle School 4345 Otay Mesa Road, San Ysidro, CA 92173
3. Ocean View Hills School 4919 Del Sol Blvd, San Diego, CA 92154
4. Vista Del Mar Middle School 4885 Del Sol Blvd., San Diego, CA 92154

Additional locations:

5. La Mirada Elementary School 222 Avenida De La Madrid, San Ysidro, CA 92173
6. Smythe Elementary School 1880 Smythe Avenue, San Ysidro, CA 92173 (Includes Preschool site next to it.)
7. Sunset Elementary School 3825 Sunset Lane, San Ysidro, CA 92173 (Includes Preschool site next to it.)
8. Willow Elementary School 226 Willow Road, San Ysidro, CA 92173

FEES

Initial inspection (Sites 1-4 above) \$1,950 discounted rate (Total cost)

Initial inspection (Sites 5-8 above) \$1,500 discounted rate (Total cost)

Vendor Approved: _____ Date: _____

SYSD Approved: _____ Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

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

AGENDA ITEM: AGREEMENT WITH SO-CAL RATTLESNAKE REMOVAL – MONTHLY SERVICES

BACKGROUND INFORMATION:

The District has been experiencing rattlesnake activity at some school sites and campuses. The District contracted with So-Cal Rattlesnake Removal to keep its students and staff safe. They were able to schedule safety inspections at all of our schools immediately.

The safety inspections included a thorough inspection of each campus and snakes that were found were safely removed from the premises. Prevention and maintenance recommendations will be provided for the District’s consideration.

After the initial safety inspections it was determined that monthly safety inspections and removal services were needed for the safety of students and staff. Four district locations were determined to have snake activity due to the hillsides surrounding these facilities (District Office, San Ysidro Middle School, Vista Del Mar Middle School and Ocean View Hills School). No snake activity was found at the other district schools.

Term: May 24, 2024 to June 30, 2025.

RECOMMENDATION:

Approve/Ratify the agreement with So-Cal Rattlesnake Removal to provide monthly safety inspections and removal services at a monthly fee of \$1,750.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

MONTHLY FEE \$1,750.00 (Amount)
--

General Fund (Name of funding source and/or location)
--

Recommended for: Approval Denial Certification Requested Yes No

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 24TH day of MAY, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

So-Cal Rattlesnake Removal
Company/Consultant

619-259-7121
Telephone Number

4630 73rd Street, La Mesa, CA 91942
Address

www.so-calrattlesnakeremoval.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: May 24, 2024 To June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 (“ARRA”) and the Health Information Technology and Economic Clinical Health Act of 2009 (“HITECH”).

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____.**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	So-Cal Rattlesnake Removal	
Name:	Alex Trejo	
Title:	CEO	
Address:	4630 73 RD Street	
City/State/Zip Code:	La Mesa, CA 91942	
Telephone:	619-259-7121	
Email:	Socalrattlesnakeremoval@outlook.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Dr. Jose Iniguez
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otoy Mesa Road	4350 Otoy Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	Marilyn.adrianzen@sysdschools.org	Jose.iniguez@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

DISTRICT

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Print Name, Title

Date:

Date

Board Approved:

Revised 08-01-2020

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

_____ (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____ (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____ (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

EXHIBIT B

ON-GOING SERVICES

SCOPE OF WORK AND FEES

LOCATIONS / SITES:

1. San Ysidro School District 4350 Otay Mesa Road, San Ysidro, CA 92173
2. San Ysidro Middle School 4345 Otay Mesa Road, San Ysidro, CA 92173
3. Ocean View Hills School 4919 Del Sol Blvd, San Diego, CA 92154
4. Vista Del Mar Middle School 4885 Del Sol Blvd., San Diego, CA 92154

ONGOING INSPECTIONS (Sites 1-4):

All options listed below will cover Sites 1-4. All options are a flat rate and will cover the safe removal of all venomous snakes found onsite. Discounted rates

- | | | |
|---|--------------|--|
| <input type="checkbox"/> Weekly: | \$950 each | (Estimated total for 62 weeks \$58,900) |
| <input type="checkbox"/> Bimonthly: | \$1,350 each | (Estimated total for 28 payments \$37,800) |
| <input checked="" type="checkbox"/> Once-a-month: | \$1,750 each | (Estimated total for 9 months \$15,750)** |

****Snake season – approx. 9-10 months**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: LETTER OF ENGAGEMENT WITH WILKINSON HADLEY KING & CO. LLP

BACKGROUND INFORMATION:

California Ed Code requires that an annual external audit of financial statements be conducted to ensure proper reporting is followed; in addition, compliance is tested.

Wilkinson Hadley King & Co. LLP will be responsible for the complete audit for the District which includes audit of financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements which collectively comprise the basic financial statements of the district as of and for the year ended June 30, 2024.

RECOMMENDATION:

Approve the letter of engagement with Wilkinson Hadley King & Co. LLP for auditing services for fiscal year 2023-24 at a cost of \$22,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

February 12, 2024

To: Board of Education and Management

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

We are pleased to confirm our understanding of the services we are to provide for San Ysidro School District (the District) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A)
2. Budget Comparison Schedule – General Fund
3. Budget Comparison Schedule – Major Special Revenue Funds
4. Schedule of the District's Proportionate Share of the Net Pension Liability – CalSTRS
5. Schedule of the District's Contributions – CalSTRS
6. Schedule of the District's Proportionate Share of the Net Pension Liability – CalPERS
7. Schedule of the District's Contributions – CalPERS
8. Schedule of the District's Total OPEB Liability and Related Ratios

We have also been engaged to report on the supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements. The following supplementary information is required by the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*:

1. Combining Financial Statements
2. LEA Organization Structure
3. Schedule of Average Daily Attendance (ADA)
4. Schedule of Instructional Time
5. Schedule of Financial Trends & Analysis
6. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
7. Schedule of Charter Schools
8. Schedule of Expenditures of Federal Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement which exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.
- An opinion (or disclaimer of opinion) on compliance with state statutes, regulations, and the terms and conditions of state awards that could have a direct and material effect on each identified program in accordance with the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810*.

Auditor’s Responsibilities for the Audit of the Financial Statements, Single Audit, and State Compliance Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the requirements identified in the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810*, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. AS part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representation from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Improper Revenue Recognition
2. Management Override of Controls

As we continue the audit planning process we may identify additional significant risks. If such risks are identified we will provide an addendum to this engagement letter to communicate these risks. If no additional significant risks are identified, no addendum will be provided.

Audit Procedures – Internal Control

We will obtain an understanding of the school district and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

The *2023-24 Guide for Annual Audits of California Local Education Agencies and State Compliance Reporting* (the Audit Guide) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with state statutes, regulations, and the terms and conditions of state awards identified in the Audit Guide which are applicable to the District based on materiality levels identified in the Audit Guide. For the programs applicable to the District, we will perform the procedures identified in the Audit Guide and report noncompliance in accordance with direction provided in the Audit Guide. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to these programs in our report on state compliance.

Other Services

We will also assist in preparing the financial statements, including assistance with GASB conversion entries, preparing the schedule of expenditures of federal awards, and the related notes of the District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to those previously identified and previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements, Single Audit, and State Compliance Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for:

1. Designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met;
2. Following laws and regulations;
3. Ensuring that there is reasonable assurance that government programs are administered in compliance and with compliance requirements; and,
4. Ensuring that management and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside general and subsidiary ledgers). You are also responsible for providing us with:

1. Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters;
2. Access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and in accordance with the Audit Guide;
3. Additional information that we may request for the purpose of the audit; and
4. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect of the financial statements. Your responsibilities include informing us of your knowledge and of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reporting audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for review upon our scheduled interim field work dates.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that:

1. You are responsible for the presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance;
2. You believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance;
3. The methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and
4. You have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that:

1. You are responsible for the presentation of the supplementary information in accordance with GAAP;
2. You believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP;
3. The methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and
4. You have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the school district, the California State Controller's Office, the California Department of Education, and the County Office of Education; however, management is responsible for the distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wilkinson Hadley King & Co. LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California Board of Accountancy or its designee, the County Office of Education, the California State Controller's Office or its designee, the California Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wilkinson Hadley King & Co. LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained to other, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the California State Controller's Office or the California Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kevin Sproul, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit upon the signing of this engagement letter and will schedule dates for field work accordingly.

Our fee for these services are expected to be \$22,500. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. Upon completion of the audit report and submission to the California State Controller's Office progress billings will be brought to 90% of the contracted amount. The final 10% of the contracted amount will be billed, and is due, upon receipt of the California State Controller's Office certification letter. In accordance with firm policies, work may be suspended if your account becomes 30 days past due and may not be resumed until your account is paid in full. Additionally, an audit report will not be issued for the year ended June 30, 2024 if 100% of prior audit fees have not been paid in full inclusive of the final 10% billed upon receipt of the California State Controller's Office certification letter for the prior period. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended at our standard hourly rates and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. The following are examples of unexpected circumstances that could result in additional fees:

- Significant changes in internal control systems
- Deterioration in the quality of your accounting records during the current year engagement in comparison to the prior year engagement
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Significant delays in responding to our requests for information or supporting documents
- Schedule disruption caused by litigation, financial challenges, lone covenants, etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Lack of availability of your personnel during audit fieldwork

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Wilkinson Hadley King & Co. LLP

Response:

This letter correctly sets forth the understanding of San Ysidro School District.

Management Signature: _____

Title: Chief Business Official

Date: _____

Approved by Governance at a Public Meeting on: 05-23-24

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

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

Informational
 Action

AGENDA ITEM: APPROVAL AND RATIFICATION OF PROFESSIONAL SERVICES WORK
AUTHORIZATION(S) PURSUANT TO EXISTING MASTER
AGREEMENT(S)

BACKGROUND INFORMATION:

Previously, the Board has approved and the District has executed certain “Master Agreements” with professional services providers, including but not limited to architects, engineers, inspectors, and other consultants. These Master Agreements were entered into after appropriate request for qualifications and/or request for proposals (“RFQ/P”) solicitations through which multiple proposals were solicited. Pursuant to the Master Agreements currently in place, the individual professional services providers (collectively “Professionals”) are not assigned any specific scope of work/services and/or entitled to any compensation, unless and until the District approves a written work authorization (“Work Authorization”). Each such Work Authorization sets forth in writing the particular scope of work/services, compensation, deliverables, schedule and any other project specifics applicable to each Professional consistent with the original RFQ/Ps. Accordingly, the purpose of this Agenda Item is to permit the Board to review and consider approval of the following specific Work Authorization(s) with the Professional(s) listed below:

I. Work Authorization(s) for Ratification:

- 1. Work Authorization No. 3 Revision 1 and Revision 2** to the Master Agreement with **Ninyo & Moore** originally executed on or about September 7, 2023. These Work Authorization amendments are in the amounts of \$15,110.00 and \$5,500.00, respectively, for a total of **\$20,610.00** being requested, for **La Mirada and Smythe Elementary Schools Playground project**. Services will be paid from the **Measure T - G.O. Bond funds**. The Work Authorizations were executed by staff pursuant to previously delegated authority.
- 2. Work Authorization No. 2** to the Master Agreement with **School Facility Consultants** originally executed on or about September 7, 2023. This Work Authorization is in the amount of **\$210,000.00**, for **school facility application services**. Services will be paid from the **G.O. Bond funds and Developer Fees**. The Work Authorization was executed by staff on or about April 15, 2024 pursuant to previously delegated authority.
- 3. Work Authorization No. 2** to the Master Agreement with **SWS Engineering** was originally executed on or about September 7, 2023. This Work Authorization amendment is in the amount of **\$7,870.00**, for the **Sunset Elementary School Field project**. Services will be paid from the **Measure T - G.O. Bond funds**. The Work Authorization was executed by staff on or about April 8, 2024 pursuant to previously delegated authority.
- 4. Work Authorization No. 1 Revision 2** to the Master Agreement with **Quality Control Consultants and Inspector** originally executed on or about September 7, 2023. This Work Authorization amendment is in the amount of **\$31,526.00**, for inspection services to finish the **La Mirada and Smythe Elementary Schools Playground project**. Services will be paid from the **Measure T - G.O. Bond funds**. The Work Authorization was executed by staff on or about April 16, 2024 pursuant to previously delegated authority.
- 5. Work Authorization No. 1** to the Master Agreement with **Placeworks** originally executed on or about September 7, 2023. This Work Authorization is in the amount of **\$161,318.00**, for the **Design Build projects(s) at the Beyer Site and San Ysidro Middle School** and will be paid from **G.O. Bond funds**. The Work Authorization was executed by staff on or about April 24, 2024 pursuant to previously delegated authority.

6. Work Authorization No. 4 to the Master Agreement with **Ninyo & Moore** originally executed on or about September 7, 2023. This Work Authorization amendment is in the amount of **\$8,200**, for Ocean View Hills Elementary School Microbial Assessment Services. Services will be paid from the **General Fund: Routine Restricted Maintenance funds**. The Work Authorization was executed by staff on or about April 23, 2024 pursuant to previously delegated authority.

7. Work Authorization No. 3 Revision 2 to the Master Agreement with **Davy Architecture, Inc.** originally executed on or about June 22, 2023. This Work Authorization is in the amount of **\$199,900.00**, for the **Design Build Criteria for the Beyer Community Resource Project** and will be paid from **Measure T - G.O. Bond funds**. The Work Authorization was executed by staff on or about May 9, 2024 pursuant to previously delegated authority.

8. Work Authorization No. 2 Revision 2 to the Master Agreement with **Davy Architecture, Inc.** originally executed on or about June 22, 2023. This Work Authorization is in the amount of **\$277,250.00**, for the **Design Build Criteria for the San Ysidro Middle School Modernization Project** and will be paid from the **Measure U - G.O. Bond funds**. The Work Authorization was executed by staff on or about May 9, 2024 pursuant to previously delegated authority.

RECOMMENDATION:

Approve/Ratify the Work Authorization(s) set forth above for the total amount of \$916,724.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$916,724.00
(Amount)

General Obligation Bonds and/or other funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Work Authorization (WA) Form - Revised

Firm	Ninyo & Moore	WA#	003-R01
Attn:	Jeffrey T. Kent	Contract #	2309-02
Requestor	Dr. Jose Iniguez	Date Requested	April 2, 2024
Due By	April 12, 2024	Deliverables (Y/N)	Y

TASKS/DELIVERABLES	
Tasks Required/Deliverables	Due Dates
<p>Task 1: Provide geotechnical and materials testing services during construction of the playground structure at the La Mirada Elementary School campus in San Ysidro, California.</p> <p>Deliverables: All related geotechnical and materials testing reports in a timely fashion and on an as-needed basis throughout the Project.</p>	<p>Start: 11/10/2023</p> <p>Deliverables Due: 2/16/2024</p>
<p>Task 2: Provide geotechnical and materials testing services during construction of the playground structure at the Smythe Elementary School campus in San Ysidro, California.</p> <p>Deliverables: All related geotechnical and materials testing reports in a timely fashion and on an as-needed basis throughout the Project.</p>	<p>Start: 11/10/2023</p> <p>Deliverables Due: 2/16/2024</p>
Revisions (RO1):	
<p>Task 3: Out of Scope Services: "Standby/Retesting of subgrade preparation activities" – See Page 3 of Proposal for details attached herewith.</p>	<p>Start: 11/10/2023</p> <p>Deliverables Due: 3/29/2024</p>
<p>Task 4: Testing of AC Hardcourt Pavement Surfaces - See Page 3 of Proposal for details attached herewith.</p>	<p>Start: 11/10/2023</p> <p>Deliverables Due: 3/29/2024</p>

Cost/Payment Schedule	
Task	Authorized Cost
Task 1: La Mirada Elementary School Playground Replacement	\$13,520
Task 2: Smythe Elementary School Playground Replacement	\$13,520
<i>SUB-TOTAL (previous "Maximum Authorized Cost")</i>	\$27,040
Task 3: Out of Scope Services	\$9,180
Task 4: Testing of AC Hardcourt Pavement Surfaces	\$5,930
TOTAL MAXIMUM AUTHORIZED COST	<u>\$42,150</u>

February 28, 2024
Project No. 109751003/004

Mr. Tom Silva
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Budget Amendment Request for Geotechnical and Materials Testing Services
Playground Structures at La Mirada and Smythe Elementary Schools
San Ysidro, California
DSA Application No.'s 04-122110 and 04-122111

Dear Mr. Silva:

We have continued to provide geotechnical and materials testing services for the Playground Structures project at the La Mirada and Smythe Elementary Schools in accordance with the project documents and the requests of the project inspector (PI). Based on our review of our billings to date, the performance of additional services, and our estimate of the remaining work, we anticipate that the fees associated with our geotechnical and materials testing services will exceed the existing budget amount presented in Work Authorization #003. In preparation of this budget amendment request, we have reviewed our services provided to date, our accounting records, and the contractor's progress.

ADDITIONAL SERVICES

During the progress of the project, we have been requested to perform additional services that were beyond our original scope of work. These additional services are outlined below.

Out-of-Scope Services

The out-of-scope geotechnical and materials testing services we were requested to perform included sampling and testing for an Americans with Disabilities (ADA) ramp that was not included in the original project documents, inspection of the structural concrete batching operations, and standby/retesting of subgrade preparation activities by the earthwork subcontractor. These out-of-scope items increased the amount of hours performed by our field technicians, our American Concrete Institute (ACI) technicians, and project manager as well as increased the amount of concrete samples we performed laboratory testing on. A breakdown of the additional hours and tests, along with their associated fees, is presented in the attached Table 1.

5710 Ruffin Road | San Diego, California 92123 | p. 858.576.1000 | www.ninyoandmoore.com

Testing of AC Hardcourt Pavement Surfaces

Although not specified or required within the project documents, based on our discussions with the PI, we understand our services may be requested for the reconstruction of the asphalt concrete (AC) hardcourt pavement surfaces at the playground structures. These services are anticipated to include field density testing of the subgrade, aggregate base, and AC materials placed for the pavements along with laboratory testing to evaluate the Proctor density and Hveem unit weight of the aggregate base and AC materials, respectively.

CONTRACT SUMMARY

Based on the services we have provided to date and our estimate of the remaining services, we anticipate that the fees associated with our geotechnical and materials testing services we will exceed the existing contract amount by approximately \$15,110 (Fifteen Thousand One Hundred Ten Dollars). A breakdown of the additional fees for this budget amendment request is presented in the attached Table 1.

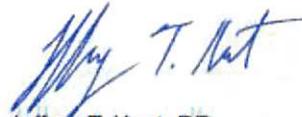
Original Budget Amount (Work Order 003)	\$ 27,040.00
Amount of this Budget Amendment Request	\$ 15,110.00
Total Amended Budget	\$ 42,150.00

If you are in agreement with this budget amendment request, please forward us the updated work authorization for the project. We appreciate this opportunity to be of service and our continued working relationship on this project.

Respectfully submitted,
NINYO & MOORE



Christopher T. Frank
Senior Staff Engineer



Jeffrey T. Kent, PE
Principal Engineer

CTF/JTK/mp

Attachment: Table 1 – Breakdown of Estimated Fee for Additional Services

Table 1 - Breakdown of Estimated Fee for Additional Services

Out-of-Scope Services

Field Technician - ADA Ramp	4 hours @ \$ 185.00 /hour	\$ 740.00
ACI Concrete Technician - ADA Ramp	4 hours @ \$ 185.00 /hour	\$ 740.00
Concrete Compression - ADA Ramp	4 tests @ \$ 35.00 /test	\$ 140.00
Concrete/Asphalt Batch Plant Inspector	16 hours @ \$ 185.00 /hour	\$ 2,960.00
Field Technician - Standby/Retest	20 hours @ \$ 185.00 /hour	\$ 3,700.00
Senior Staff Engineer/Geologist	6 hours @ \$ 150.00 /hour	\$ 900.00
	Subtotal	\$ 9,180.00

Testing of AC Hardcourt Pavement Surfaces

Senior Staff Engineer/Geologist	4 hours @ \$ 150.00 /hour	\$ 600.00
Field Technician	24 hours @ \$ 185.00 /hour	\$ 4,440.00
Proctor Density	2 tests @ \$ 220.00 /test	\$ 440.00
Hveem Stability and Unit Weight	2 tests @ \$ 225.00 /test	\$ 450.00
	Subtotal	\$ 5,930.00

TOTAL ESTIMATED FEE FOR ADDITIONAL SERVICES \$ 15,110.00

October 9, 2023
Proposal No. 109751000

Mr. Tom Silva
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Proposal for Geotechnical and Materials Testing Services
Playground Structures at La Mirada and Smythe Elementary Schools
San Ysidro, California
DSA Application No.'s 04-122110 and 04-122111

Dear Mr. Silva:

In response to your request, we are pleased to submit this proposal to provide geotechnical and materials testing services during construction of the playground structures at the La Mirada and Smythe Elementary School campuses in San Ysidro, California. Based on our review of the project plans dated August 14, 2023, we understand that three new playground structures are to be constructed at each school campus. The new playground structures will be supported on cast-in-place concrete footings with a synthetic play surface over compacted subgrade soils and aggregate base materials.

SCOPE OF SERVICES

Based upon our review of the documents provided, we anticipate our geotechnical and materials testing services to include the following:

- Attending preconstruction and site meetings, as requested.
- Providing field observation and in-place density testing during the earthwork operations that include subgrade preparation and site work grading.
- Performing laboratory testing of materials used during earthwork operations. The tests to be performed are anticipated to include an evaluation of the Proctor density and optimum moisture content determination. Tests in addition to these may be performed if requested.
- Reviewing structural concrete mix design submittals.
- Sampling of structural concrete placed at the site. Our American Concrete Institute (ACI) technician will sample the fresh material and measure its temperature, and slump, as well as cast on set of four concrete cylinders for every 50 cubic yards of structural concrete placed, or fraction thereof, during a day's placement.

- Laboratory conformance testing at our in-house laboratory of structural concrete cylinders.
- Engineering consultation and project management, including distribution of test reports and Final Verified Reports.
- Reviewing for and preparing the Laboratory Verified (DSA 291) Report for submittal to DSA and the project team.

ASSUMPTIONS

Our fee estimates are based upon the following assumptions:

- Ninyo & Moore's testing and inspection services will not be subject to a Project Labor Agreement (PLA) or union wages.
- This project is subject to San Diego's Prevailing Wages under Determination Year SD-23-63-3-2023-1D in accordance with our current on-call contract with the San Dieguito Union High School District.
- Work will be performed during normal business days (Monday through Friday) and during normal business hours.
- Since a DSA 103 form was not generated for this project, conformance testing of reinforcing steel is not required for this project.
- Since a DSA 103 form was not generated for this project, special inspection of the concrete batching operations is not required for this project.

FEES

The geotechnical and materials testing services described herein will be provided on a time-and-materials basis accrued in accordance with our current on-call contract rates with the District for non-PLA projects. Below are the estimated fees for the geotechnical and materials testing services for each site. Breakdowns of the estimated fees are presented on Tables 1 and 2.

Estimated Fees for Construction Services	
La Mirada Elementary School Playground Structure Project (04-122110)	\$13,520
Smythe Elementary School Playground Structure Project (04-122110)	\$13,520

Estimated costs are based on our assumptions of the anticipated services and will depend on the construction schedule and the contractor's operations. It should be noted that the performance of the subcontractors can substantially affect the duration of our services. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services will be provided on a time-and-materials basis. Our fees do not include time to review drawings, preparation of

construction specifications, and other activities requested that are not presented in our scope of services.

If this proposal meets with your approval, please send us your contract documents authorizing us to proceed. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE



Jeffrey T. Kent, PE, GE
Principal Engineer



Ronald S. Halbert, PE
Principal Engineer

JTK/RSH/mp

Attachments: Table 1 – Breakdown of Estimated Fee (La Mirada Elementary School)
Table 2 – Breakdown of Estimated Fee (Smythe Elementary School)

Table 1 - Breakdown of Estimated Fee (La Mirada Elementary School)			
Field Services			
Field Technician	20 hours @	\$ 195.00 /hour	\$ 3,900.00
ACI Concrete Technician	32 hours @	\$ 190.00 /hour	\$ 6,080.00
		Subtotal	\$ 9,980.00
Laboratory Analyses			
Proctor Density	3 tests @	\$ 220.00 /test	\$ 660.00
Concrete Compression	30 tests @	\$ 35.00 /test	\$ 1,050.00
		Subtotal	\$ 1,710.00
Project Coordination, Management, and Report Preparation			
Principal Engineer/Geologist/Environmental Scientist	4 hours @	\$ 195.00 /hour	\$ 780.00
Project Engineer/Geologist/Environmental Scientist	6 hours @	\$ 175.00 /hour	\$ 1,050.00
		Subtotal	\$ 1,830.00
TOTAL ESTIMATED FEE			\$ 13,520.00

Table 2 - Breakdown of Estimated Fee (Smythe Elementary School)			
Field Services			
Field Technician	20 hours @	\$ 195.00 /hour	\$ 3,900.00
ACI Concrete Technician	32 hours @	\$ 190.00 /hour	\$ 6,080.00
		Subtotal	\$ 9,980.00
Laboratory Analyses			
Proctor Density	3 tests @	\$ 220.00 /test	\$ 660.00
Concrete Compression	30 tests @	\$ 35.00 /test	\$ 1,050.00
		Subtotal	\$ 1,710.00
Project Coordination, Management, and Report Preparation			
Principal Engineer/Geologist/Environmental Scientist	4 hours @	\$ 195.00 /hour	\$ 780.00
Project Engineer/Geologist/Environmental Scientist	6 hours @	\$ 175.00 /hour	\$ 1,050.00
		Subtotal	\$ 1,830.00
TOTAL ESTIMATED FEE			\$ 13,520.00

Work Authorization (WA) Form - Revised

Firm	Ninyo & Moore	WA#	003-R02
Attn:	Jeffrey T. Kent	Contract #	2309-02
Requestor	Dr. Jose Iniguez via Khary Knowles	Date Requested	May 9, 2024
Due By	May 24, 2024	Deliverables (Y/N)	Y

TASKS/DELIVERABLES	
Tasks Required/Deliverables – Historical Information	Due Dates
<p>Task 1: Provide geotechnical and materials testing services during construction of the playground structure at the La Mirada Elementary School campus in San Ysidro, California.</p> <p>Deliverables: All related geotechnical and materials testing reports in a timely fashion and on an as-needed basis throughout the Project.</p>	<p>Start: 11/10/2023</p> <p>Deliverables Due: 2/16/2024</p>
<p>Task 2: Provide geotechnical and materials testing services during construction of the playground structure at the Smythe Elementary School campus in San Ysidro, California.</p> <p>Deliverables: All related geotechnical and materials testing reports in a timely fashion and on an as-needed basis throughout the Project.</p>	<p>Start: 11/10/2023</p> <p>Deliverables Due: 2/16/2024</p>
Revisions (R01):	
<p>Task 3: Out of Scope Services: “Standby/Retesting of subgrade preparation activities” – See Page 3 of Proposal for details attached herewith.</p>	<p>Start: 11/10/2023</p> <p>Deliverables Due: 3/29/2024</p>
<p>Task 4: Testing of AC Hardcourt Pavement Surfaces - See Page 3 of Proposal for details attached herewith.</p>	<p>Start: 11/10/2023</p> <p>Deliverables Due: 3/29/2024</p>
Tasks Required/Deliverables – New Information	Due Dates
Revisions (R02):	
Task 1-4: Additional Services: Extended Hours of work outside the original scope of work	

Cost/Payment Schedule	
Task	Authorized Cost
Tasks 1-4: (See Above)	\$42,150.00
Additional Services for Tasks 1-4	\$5,550.00
Total for WA #03-R2:	\$5,550.00

TOTAL MAXIMUM AUTHORIZED COST for WA #3; WA #03-01; WA #03-R2: \$47,700.00

Request Details
 As per proposal dated *February 28, 2024* attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-02 for Testing Lab and Geotechnical Engineering and Hazardous Material consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:
 Agreement to Perform by: Jeffrey T. Kent (signature)
 Date: May 10, 2024
 Print Name: Jeffrey T. Kent, PE, GE /Title: Principal Engineer

District:
 Authorized to Proceed by: _____ (signature)
 Date: _____
 Print Name: Marilyn Adrianzen /Title: Chief Business Official

Board approved/ratified: 05-23-24

May 3, 2024
Project No. 109751003/004

Mr. Khary Knowles
San Ysidro School District
c/o Colbi Technologies
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Proposal for Additional Geotechnical and Materials Testing Services
Playground Structures at La Mirada and Smythe Elementary Schools
San Ysidro, California
DSA Application No.'s 04-122110 and 04-122111

Dear Mr. Knowles:

We have continued to provide geotechnical and materials testing services for the Playground Structures project at the La Mirada and Smythe Elementary Schools in accordance with the project documents and the requests of the project inspector (PI). Based on our review of our billings to date, due to the requested performance of additional services, the fees associated with our geotechnical and materials testing services have exceeded the updated budget amount presented in Work Authorization (WA) WA#003-R01. In preparation of this proposal request, we have reviewed our services provided to date, along with our accounting records and field reports.

ADDITIONAL SERVICES

During the remainder of the project, we had been requested by the onsite personnel and Project Inspector to perform additional services that were beyond our anticipated scope for the remaining work at the sites. These additional services included extended durations of hours onsite by our field technicians as requested during the subgrade preparation and reconstruction of the asphalt concrete (AC) hardcourt pavement surfaces at the playground structures. These extended durations included overtime hours, double time hours, and additional standby/retesting of subgrade preparation activities by the earthwork subcontractor. Our services included field density testing of the subgrade, aggregate base materials, and AC materials placed for the pavements along with laboratory testing to evaluate the Proctor density of the aggregate base materials. A breakdown of the additional hours, along with the associated additional fees, is presented in the attached Table 1.

CONTRACT SUMMARY

Based on the services we have provided to date and our estimate of the remaining services, we anticipate that the fees associated with our geotechnical and materials testing services we will exceed the existing contract amount by approximately \$5,550.00 (Five Thousand Five Hundred Fifty Dollars). A breakdown of the additional fees for this budget amendment request is presented in the attached Table 1.

Original Budget Amount (WA #003)	\$ 27,040.00
Amount of Previous Budget Amendment Request (WA# 003-R01)	\$ 15,110.00
Amount of this Proposal for Additional Services Request	\$ 5,550.00
Total Amended Budget	\$ 47,700.00

If you are in agreement with this proposal request, please forward us the updated work authorization for the project. We appreciate this opportunity to be of service and our continued working relationship on this project.

Respectfully submitted,
NINYO & MOORE



Christopher T. Frank
Senior Staff Engineer



Jeffrey T. Kent, PE, GE
Principal Engineer

CTF/JTK/mp

Attachment: Table 1 – Breakdown of Fees for Additional Services

Table 1 - Breakdown of Fees for Additional Services

Field Services for Additional Work Performed

Field Technician	16 hours @ \$ 185.00 /hour	\$ 2,960.00
Field Technician - OT	8 hours @ \$ 277.50 /hour	\$ 2,220.00
Field Technician - DT	1 hour @ \$ 370.00 /hour	\$ 370.00
	Subtotal	\$ 5,550.00
TOTAL FEE FOR ADDITIONAL SERVICES		\$ 5,550.00

**San Ysidro School District
Work Authorization (WA) Form**

Firm	NINYO & MOORE	WA#	04
Attn:	Stephen Waide	Contract #	2309-02
Requestor	Jose Iniguez	Date Requested	4/8/2024
Due By	4/12/2024	Deliverables (Y/N)	Y

TASKS/DELIVERABLES	
Tasks Required/Deliverables	Due Dates
<p>Assessment, remediation and confirmation sampling services at Ocean View Hills School as follows:</p> <ol style="list-style-type: none"> 1. Initial evaluation of both areas of concern and initial recommendations for remediation. 2. Re-evaluation of both areas of concern after initial carpet cleaning and drying. 3. Ambient air sampling for mold spore concentrations both indoors and outside to evaluate the completeness of remediation and to help ensure that no remaining hazard exists for anyone who might be sensitive to molds or who is immune-compromised. Bioaerosols will be assessed in accordance with established protocol for airborne mold sampling. It is estimated that approximately five (5) total particulate samples will be collected and analyzed. 4. Produce a brief report with sampling data, conclusions and recommendations once all remedial activities have been completed. <p>(Oceanview Hills Elementary School - 4919 Del Sol Blvd., San Diego, CA 92154)</p>	<p>Reports due 14 workdays from final signature hereto.</p>

Cost/Payment Schedule	
Task	Authorized Cost
Time and materials not-to-exceed	\$8,200

TOTAL MAXIMUM AUTHORIZED COST \$8,200

Request Details

As per proposal dated April 5, 2024, No. 109751005 attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement for consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:

Agreement to Perform by: Stephen Waide (signature)

Date: 4/17/24

Print Name: Stephen Waide /Title: Principal Industrial Hygienist

District:

Authorized to Proceed by: Marilyn Adrianzen (signature)

Date: 4/23/24

Print Name: Marilyn Adrianzen /Title: Chief Business Official

Board approved/ratified: MAY 23 2024

April 5, 2024
Proposal No. 109751005

San Ysidro School District
c/o Jose F. Iniguez
Assistant Superintendent of Admin. Leadership, School Support & Safety
4350 Otay Mesa Blvd.
San Ysidro, California 92154

Subject: Proposal for Microbial Assessment Services
Oceanview Hills Elementary School
San Ysidro School District
4919 Del Sol Boulevard
San Diego, California

Dear Mr. Iniguez:

Ninyo & Moore has prepared this proposal to perform Microbial Assessment Services at the Oceanview Hills Elementary School, located at 4919 Del Sol Boulevard in San Diego, California (subject site) in the San Ysidro School District (SYSD). Our remediation oversight/sampling and assessment will help to return the Multi-Purpose Room and Classroom 53 to their pre-moisture intrusion condition and confirm that the indoor air quality of each area is representative of a *normal indoor fungal ecology*. A description of our scope of services for the project is presented below.

Our Certified Industrial Hygienist (CIH) visited the site yesterday (April 3, 2024) and met with site maintenance personnel to evaluate both areas of concern. After an initial evaluation of conditions, the following immediate recommendations were offered:

- Restrict access to the Multi-Purpose Room until remediation of this area has been completed. Access to Classroom 53 does not need to be restricted at this time.
- Have school maintenance personnel perform a very thorough carpet steam-cleaning of the limited area of staining in the Multi-Purpose Room and then thoroughly dry the area with blowers/dehumidifiers.
- Perform the same cleaning and drying operations on the stain in Classroom 53
- Professionally evaluate the middle ceiling vent directly above the staining in the Multi-Purpose Room and remediate the problem with water intrusion.

SCOPE OF SERVICES

Assessment, remediation and confirmation sampling services are recommended as follows:

1. Initial evaluation of both areas of concern and initial recommendations for remediation (already performed on April 3, 2024).
2. Re-evaluation of both areas of concern after initial carpet cleaning and drying.
3. Ambient air sampling for mold spore concentrations both indoors and outside to evaluate the completeness of remediation and to help ensure that no remaining hazard exists for anyone who might be sensitive to molds or who is immune-compromised. Bioaerosols will be assessed in accordance with established protocol for airborne mold sampling. It is estimated that approximately five (5) total particulate samples will be collected and analyzed.
4. Produce a brief report with sampling data, conclusions and recommendations once all remedial activities have been completed.

Should our final confirmation air sampling indicate anything other than a *normal indoor fungal ecology* further professional cleaning including air scrubbing within both areas of concern may be warranted. This contingency is covered in our quote below however does not include further professional remediation by a water-restoration contractor.

Our sampling services will include the evaluation described above and a report of findings, which will summarize the results of the evaluation and will include recommendations for control strategies designed to help rectify identified problem(s), or recommendations for further actions. The report will be reviewed, signed, and stamped by our CIH.

ASSUMPTIONS

The following assumptions have been made in the preparation of our scope of services:

- At present, professional remediation by a water-restoration contractor is not anticipated. Unless confirmation air sampling or further visual inspection indicate the need for further cleaning activities, field work will be accomplished in two site visits (one of these already completed). Ninyo & Moore will coordinate with SYSD when a final evaluation can be performed.
- Laboratory analysis will be performed with a normal, 48-hour turnaround time for the spore-trap samples.

COMPENSATION

Our proposed lump sum fee for the services described herein is \$6,850 (Six Thousand Eight Hundred Fifty Dollars) if the project can be completed as expected, or \$8,200 (Eight Thousand Two Hundred Dollars) if further remediation and a third trip is required. The two options are described below.

Scope	Fee
2 Site visits, Clearance sampling passes	\$6,850
1 Additional site visit with additional sampling	\$1,350
TOTAL NOT TO EXCEED	\$8,200

Services beyond those described herein will be billed in accordance with our existing contract rates. To authorize our services, please forward appropriate contract documentation.

SCHEDULE

Following receipt of your written authorization to proceed, Ninyo & Moore will work with SYSD to complete the scope of services described herein and already initiated. The report will be prepared within one week following completion of field activities. Verbal results can be provided upon receipt of the laboratory data (if requested).

We trust that this proposal satisfies your current requirements and assure you that Ninyo & Moore will be responsive to your needs. If you have additional questions or comments, please contact the undersigned at (858) 576-1000.

Sincerely,
NINYO & MOORE



Nicholas Marinello
Project Environmental Scientist



Stephen Waide CIH, CSP, CIEC, CMC
Principal Industrial Hygienist

NSM/SJW/mp

Work Authorization (WA) Form
(Application Services for School Facility Program)

Firm	School Facility Consultants	WA#	2
Attn:	Lorna J. Harris	Contract #	2309-06
Requestor	Dr. Jose Iniguez	Date Requested	March 10, 2024
Due By	TBD	Deliverables (Y/N)	Y

TASKS/DELIVERABLES	
Tasks Required/Deliverables	Due Dates
<p>Assist with the preparation and submittal of California Department of Education (CDE) plan approval requests.</p> <ul style="list-style-type: none"> • Prepare, submit, and monitor State Allocation Board applications for projects as New Construction applications determined by the funding opportunities identified: <ul style="list-style-type: none"> ○ SAB 50-04, <i>Application for Funding</i> and justification documents. ○ Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance. ○ SAB 50-05 <i>Fund Release Authorization</i>. • Prepare, submit, and monitor State Allocation Board applications for projects as Modernization applications determined by the funding opportunities identified: <ul style="list-style-type: none"> ○ SAB 50-04, <i>Application for Funding</i> and justification documents. ○ Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance. ○ SAB 50-05 <i>Fund Release Authorization</i>. • Prepare, submit and monitor State Allocation Board applications for Seismic/Facility Hardship applications determined by the funding opportunities identified: <ul style="list-style-type: none"> ○ Facility Hardship Request. ○ SAB 50-04, <i>Application for Funding</i> and justification documents ○ Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance. ○ Provide Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance. ○ Prepare SAB 50-05, <i>Fund Release Authorization</i> and justification documents. <p>Other Services</p> <ul style="list-style-type: none"> • Assist the Client with planning services, as requested by the Client, and as accepted by the Contractor. 	<p>Start: March 10, 2024</p> <p>Deliverables Due: TBD</p>

Cost/Payment Schedule	
Task	Authorized Cost
See "Tasks Required/Deliverables" above.	NTE \$210,000 on a time-and-materials basis.

TOTAL MAXIMUM AUTHORIZED COST

NTE \$210,000

Request Details
As per proposal dated March 5, 2024 attached and incorporated herewith in Exhibit A

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-06 for Capital Facility and State Funding Consulting Services.

The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:

Agreement to Perform by:

 Digitally signed by Matthew Pettler
 D 31120 24 . 0 3 0745 6028' 00' (signature)

Date: 3/7/2024

Print Name: Matthew Pettler /Title: Vice President

District:

Authorized to Proceed by:

 (signature)

Date: 4/16/24

Print Name: Marilyn Adrianzen /Title: Chief Business Official

Board approved/ratified: 05-23-24

Exhibit A - Proposal

**San Ysidro School District
Contract#2309-06 SYSD
Work Order B – Detailed Scope Attachment
March 5, 2024**

School Facility Program Application Services

- Assist with the preparation and submittal of California Department of Education (CDE) plan approval requests.
- Prepare, submit, and monitor State Allocation Board applications for projects as New Construction applications determined by the funding opportunities identified:
 - SAB 50-04, *Application for Funding* and justification documents
 - Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance
 - SAB 50-05 *Fund Release Authorization*
- Prepare, submit, and monitor State Allocation Board applications for projects as Modernization applications determined by the funding opportunities identified:
 - SAB 50-04, *Application for Funding* and justification documents
 - Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance
 - SAB 50-05 *Fund Release Authorization*
- Prepare, submit and monitor State Allocation Board applications for Seismic/Facility Hardship applications determined by the funding opportunities identified:
 - Facility Hardship Request
 - SAB 50-04, *Application for Funding* and justification documents
 - Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance
 - Provide Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance
 - Prepare SAB 50-05, *Fund Release Authorization* and justification documents

Other Services

- Assist the Client with planning services, as requested by the Client, and as accepted by the Contractor.

SFC proposes to provide School Facility Program Eligibility services on a time and materials basis according to the hourly rate schedule identified in the Master Agreement not to exceed \$210,000. The fees shall cover all expenses incurred in Sacramento by SFC on behalf of the District. If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

The District shall be responsible for reviewing and verifying all data included in documents, forms and reports prepared by the Contractor on behalf of the District. The District shall be responsible for meeting any certification requirements and shall be

March 7, 2024

responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports.

It is understood that the Contractor shall function as an independent contractor without authority to obligate the District for any indebtedness or other commitments. The Contractor will accurately and fairly represent the Client's position.

Lorna J. Harris | School Facility Consultants
1303 J Street, Suite 500 | Sacramento | CA 95814
916.936.0021 ph | 916.441.5063 office | lorna@s-f-c.org

Exhibit B – Hourly Rate Schedule

Hourly Rate Schedule:

<u>Personnel</u>	<u>2023/24</u>	<u>2025</u>	<u>2026</u>
Principal	\$270	\$280	\$290
Director	\$235	\$245	\$255
Senior Consultant	\$230	\$240	\$250
Consultant	\$205	\$215	\$225
Research Analyst	\$170	\$180	\$185
Administrative Support	\$105	\$110	\$115

From Master Agreement dated October 16, 2023

Work Authorization (WA) Form

Firm	SWS Engineering, Inc.	WA#	02
Attn:	Michael Schweitzer	Contract #	2309-11
Requestor	Jose Iniguez via Khary Knowles	Date Requested	April 4, 2024
Due By	April 12, 2024	Deliverables (Y/N)	Y

TASKS/DELIVERABLES	
Tasks Required/Deliverables	Due Dates
Task 1: Provide Topographical Survey for Sunset Elementary School Artificial Turf Field and Playground Equipment areas (approximately 60,000 SF).	Start: April 12, 2024 Deliverables Due: April 30, 2024

Cost/Payment Schedule	
Task	Authorized Cost
Task 1: TOPO SURVEY	\$7,870.00

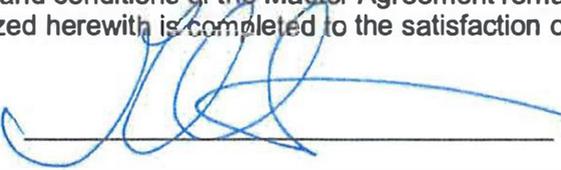
TOTAL MAXIMUM AUTHORIZED COST **\$7,870.00**

Request Details
Topographical survey needed for proper placement of replacement artificial field turf at Sunset Elementary School.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement # 2309-11 for Civil Engineer consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:

Agreement to Perform by:  (signature)

Date: 4/5/24

Print Name: MICHAEL D. SCHWEITZER /Title: CEO

District:

Authorized to Proceed by:  (signature)

Date: 4/8/24

Print Name: Marilyn Adrianzen /Title: Chief Business Official

Board approved/ratified: 05-23-24

Work Authorization (WA) Form - Revised

Firm	Quality Control Consultants, Inc.	WA#	01-R2
Attn:	David Archinal	Contract #	2309-10
Requestor	Dr. Jose Iniguez	Date Requested	April 1, 2024
Due By	April 12, 2024	Deliverables (Y/N)	Y

TASKS/DELIVERABLES	
Tasks Required/Deliverables	Due Dates
<p>Task 1: Provide services described in the attached proposal including all DSA inspection and administration of project and DSA documents from Project commencement through final DSA Project Certification at two (2) school site locations.</p> <p>Location(s):</p> <ol style="list-style-type: none"> La Mirada Elementary School, 222 Avenida De La Madrid San Ysidro, CA 92173 Smythe Elementary School, 1880 Smythe Avenue, San Ysidro, CA 92173 <p>Proposal is based upon 4 hours per day total (2 hours per location) 5 days per week for a 5-month duration.</p>	<p>Start: November 1, 2023</p> <p>Deliverables Due: February 15, 2023</p>
<p>Task 2: To perform Safety Audits and Impact Testing at seven (7) new Playground areas and provide subsequent report(s)/certificate(s):</p> <ul style="list-style-type: none"> La Mirada Elementary School is estimated to take 84 hours Smythe Elementary School is estimated to take 83 hours. 	<p>Start: March 25, 2024</p> <p>Deliverables Due: April 1, 2024</p>
<p>Task 3: To provide additional inspection services from March to project closeout</p> <ul style="list-style-type: none"> La Mirada Elementary School is estimated to take 66 hours Smythe Elementary School is estimated to take 66 hours. 	

Cost/Payment Schedule	
Task	Authorized Cost
Task 1: 100 Hours at Class I Inspector Rate of \$106/hour	\$10,600
Task 2: 167 Hours at Class I Inspector Rate of \$106/hour	\$17,702
Task 3: 132 Hours at Class I/III Inspector Rat of \$106/hour	\$13,824

TOTAL MAXIMUM AUTHORIZED COST **\$42,126**

Request Details
 Reference attached proposals RCO#1 for La Mirada ES and RCO#1 for Smythe ES dated December 14, 2023 attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-10 for DSA Inspector consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:

Agreement to Perform by: David H. Archinal (signature)

Date: 4/2/2024

Print Name: David H Archinal /Title: President

District:

Authorized to Proceed by: Marilyn Adrianzen (signature)

Date: 4/16/24

Print Name: Marilyn Adrianzen /Title: Chief Business Official

Board approved/ratified: 05-23-24



Quality Control Consultants, Inc.
REQUEST FOR CHANGE ORDER

Project Name	<u>La Mirada ES Playground</u>	RCO#	<u>2</u>
Client	<u>San Ysidro USD</u>	QCC Project #	<u>16-00274T</u>
Client Contract #	<u>WA #1</u>	Date	<u>March 27, 2024</u>
Attn	<u>Khary Knowles</u>		

Due to inclement weather delays that resulted in an extended project schedule, QCCI requests additions to contract, per the below table. By approval signature hereon below, the client shall incorporate this revision as an addendum to the original contract. Change Orders will be invoiced at the billing rates in effect on the date of Request for Change Order approval.

CHANGE ORDER DESCRIPTION

The amount listed below should zero out all current ageing invoices plus closeout services.

Role	Qty		Rate/Unit	Unit	Total
La Mirada ES					
November Inspections (Invoice 11245)					
Class I Inspector	38	hours @	\$106	Per Hour	\$4,028
Class III Inspector	4	hours @	\$100	Per Hour	\$400
Subtotal					\$4,428
March Inspections (Not yet Invoiced)					
Class I Inspector	14	hours @	\$106	Per Hour	\$1,484
Class III Inspector	5	hours @	\$100	Per Hour	\$500
Subtotal					\$1,984
Future Inspections for Project Closeout (Not yet Completed)					
Class III Inspector	5	hours @	\$100	Per Hour	\$500
Subtotal					\$500
Total Change Order #2					\$6,912



Quality Control Consultants, Inc.
REQUEST FOR CHANGE ORDER

Project Name	<u>Smythe ES Playground</u>	RCO#	<u>2</u>
Client	<u>San Ysidro USD</u>	QCC Project #	<u>16-00275T</u>
Client Contract #	<u>WA #1</u>	Date	<u>March 22, 2024</u>
Attn	<u>Khary Knowles</u>		

Due to inclement weather delays that resulted in an extended project schedule, QCCI requests additions to contract, per the below table. By approval signature hereon below, the client shall incorporate this revision as an addendum to the original contract. Change Orders will be invoiced at the billing rates in effect on the date of Request for Change Order approval.

CHANGE ORDER DESCRIPTION

The amount listed below should zero out all current ageing invoices plus closeout services.

Role	Qty		Rate/Unit	Unit	Total
Smythe ES					
November Inspections (Invoice 11246)					
Class I Inspector	30	hours @	\$106	Per Hour	\$3,180
Class III Inspector	4	hours @	\$100	Per Hour	\$400
Subtotal					\$3,580
March Inspections (Not yet Invoiced)					
Class I Inspector	22	hours @	\$106	Per Hour	\$2,332
Class III Inspector	5	hours @	\$100	Per Hour	\$500
Subtotal					\$2,832
Future Inspections for Project Closeout (Not yet Completed)					
Class III Inspector	5	hours @	\$100	Per Hour	\$500
Subtotal					\$500
Total Change Order #2					\$6,912



Quality Control Consultants, Inc.
REQUEST FOR CHANGE ORDER

Project Name La Mirada ES Playground **RCO#** 1
Client San Ysidro USD **QCC Project #** 16-00274T
Client Contract # _____ **Date** December 14, 2023
Attn Tom Silva

With this Request for Change Order, Quality Control Consultants, Inc. requests authorization to proceed with additional services for the subject project. By approval signature hereon below, the client shall incorporate this revision as an addendum to the original contract. Change Orders will be invoiced at the billing rates in effect on the date of Request for Change Order approval.

CHANGE ORDER DESCRIPTION

To perform Safety Audits and Impact Testing at 3 areas:

Role	Qty		Rate/Unit	Unit	Total
Safety Audit - Class I Inspector Rate	36	hours @	\$106	Per Hour	\$3,816
Impact Testing - Class I Inspector Rate	48	hours @	\$106	Per Hour	\$5,088
Total:					\$8,904

Revisions represent a
 Change in previous instructions Change in scope of work Other

Estimated Fee (if applicable)
 Hourly \$ _____ Estimate \$8,904

Revision will be invoiced as
 An increase to existing contract. A new contract item (RAR)

Request for CO prepared by: Quality Control Consultants, Inc.
 Consultant:

CO approved by:
 Client:

Sign: *Dave Archinal*
 Name: Dave Archinal
 Title: President
 Date: December 14, 2023

Signed: _____
 Name: _____
 Title: _____
 Date: _____

P.O. Box 462250 • Escondido, CA 92046 • 760 840 7806



Quality Control Consultants, Inc.
REQUEST FOR CHANGE ORDER

Project Name Smythe ES Playground **RCO#** 1
Client San Ysidro USD **QCC Project #** 16-00275T
Client Contract # _____ **Date** December 14, 2023
Attn Tom Silva

With this Request for Change Order, Quality Control Consultants, Inc. requests authorization to proceed with additional services for the subject project. By approval signature hereon below, the client shall incorporate this revision as an addendum to the original contract. Change Orders will be invoiced at the billing rates in effect on the date of Request for Change Order approval.

CHANGE ORDER DESCRIPTION

To perform Safety Audits and Impact Testing at 4 areas:

Role	Qty		Rate/Unit	Unit	Total
Safety Audit - Class I Inspector Rate	44	hours @	\$106	Per Hour	\$4,664
Impact Testing - Class I Inspector Rate	39	hours @	\$106	Per Hour	\$4,134
Total:					\$8,798

Revisions represent a
 Change in previous instructions Change in scope of work Other

Estimated Fee (if applicable)
 Hourly \$ _____ Estimate \$8,798

Revision will be invoiced as
 An increase to existing contract. A new contract item (RAR)

Request for CO prepared by: Quality Control Consultants, Inc.
 Consultant: _____

CO approved by: _____
 Client: _____

Sign: *Dave Archinal*
 Name Dave Archinal
 Title President
 Date December 14, 2023

Signed _____
 Name _____
 Title _____
 Date _____

P.O. Box 462250 • Escondido, CA 92046 • 760 840 7806



Quality Control Consultants, Inc.

P.O. Box 462250
Escondido, CA 92046
760 840 7806

October 16, 2023

PR QCCI 22033

San Ysidro School District
Mr. Tom Silva
4350 Otay Mesa Road
San Ysidro, California 92173
P: 619-261-8233 / E: thomasjerome.ts@gmail.com

SUBJECT: Proposal to Provide DSA Project Inspector Services

PROJECT: Playground Structures at La Mirada (04-122111) and Smythe Elementary Schools (04-122110)

LOCATION: 222 Avenida De La Madrid, San Ysidro, California
1880 Smythe Avenue, San Ysidro, California

Mr. Silva:

Attached below please find our proposal to provide DSA Inspection Services for the project listed above.

Our methodology in estimating the cost to perform the requested DSA inspection services for the single site is based on the following:

- Historical data for previous and similar projects around the county. We would be pleased to share this historical information with you at your request.
- Services provided include meeting all DSA inspection requirements set forth by the project documents and the supervising DSA District Structural Engineer assigned to the projects. Our services will also manage all scheduling of geotechnical representatives, materials testing and special inspection services by the laboratory of record including the tracking and archive of related documents.
- Personnel anticipated are David Archinal, Class I Principal Inspector and Cody Steward, Assistant Project Inspector. Resume is available to the District upon request.
- Our proposal is based upon 4 hrs per day total (2 hrs per location) 5 days per week for a 5 month duration.

Scope of Services:

The scope of this proposal includes all DSA inspection and administration of project and DSA documents from commencement through DSA final project certification.

Estimate of Services:

DSA Inspection Services
100 hours @ Class I Rate \$106
\$10,600

P.O. Box 462250 • Escondido, CA 92046 • 760.840.7806 • www.qualconcon.com • qccinc@sbcglobal.net

WA#01-R2 - Playground Struct. LME and SMY
SYSD - QCCI

If you have any questions regarding this proposal, please contact me at 760-840-7806.

Respectfully,

Quality Control Consultants, Inc.



David Archinal
President
qccinc@sbcglobal.net

GENERAL CONDITIONS

This will be a T&M based contract.

Same day or show up time cancellations will be subject to the two-hour minimum charge.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule.

This quote is valid for at least 90 days from date on letter.

Authorization Signature

Printed Name

Title

Date

P.O. Box 462250 • Escondido, CA 92046 • 760.840.7806 • www.qualconcon.com • qccinc@sbcglobal.net



Quality Control Consultants, Inc.
 2023 - 2024 Rates

Rates below are to furnish all labor, equipment, tools, transportation, and services and to discharge all duties and obligations necessary and required to perform and complete projects as needed.

Services Description	Rate
Class I DSA Certified Inspector	\$106/hour
Class II DSA Certified Inspector	\$102/hour
Class III DSA Certified Inspector	\$100/hour
DSA Approved Assistant Inspector	\$100/hour
Non-DSA Certified Inspector	\$100/hour
Project Administrative Assistant	\$65/hour
Project Manager	\$106/hour
Construction Manager	\$100/hour
Senior Project Manager / Construction Manager Administrator	\$141/hour
Quality Control Manager	\$97/hour
Safety Manager	\$97/hour
In-Plant Inspection (Non DSA Certified) Local / Out of Area	\$100/hour / Travel Costs + 10%
Playground Attenuation & Compliance	\$102/hour
HVAC & Building Systems Commissioning	\$100/hour
Aerial Photography	\$102/hour
Blue Beam Type Digital Documentation	\$100/hour
Video Documentation of In-Service Training for Building Systems and Components	\$102/hour
Mileage reimbursement for travel among multiple project sites for assigned projects*	\$.56/mile

*Travel time shall not be charged, only mileage reimbursement, if allowed.

Rates Effective July 1, 2023 – June 30, 2024

P.O. Box 462250 • Escondido, CA 92046 • 760.840.7806 • www.qualconcon.com • qccinc@sbcglobal.net

QUALITY CONTROL CONSULTANTS, INC.
STANDARD TERMS & CONDITIONS

1. **SCOPE OF AGREEMENT:** QCCI's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between QCCI and its client ("Client") relating to the project and the services provided by QCCI for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with QCCI prior to signing the Agreement. By signing the Agreement and/or agreeing to receive QCCI's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. QCCI requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both QCCI and Client. QCCI's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or QCCI's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall remain valid and binding on all parties.
2. **PAYMENT TERMS:** QCCI shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay QCCI invoices, QCCI may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies QCCI in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its inspection services specified by this agreement, QCCI shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.
3. **CHANGES IN SCOPE OF WORK:** Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay QCCI for such services based upon QCCI's customary hourly or unit price rates for said inspection. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, QCCI shall be entitled to additional compensation to the extent that the change increases QCCI's inspection services, or the duration of QCCI's performance.
4. **TIME:** Client agrees that time is of the essence in connection with QCCI's services, and that an extension or delay to QCCI's performance duration shall result in increased costs to QCCI. Client further agrees that any QCCI extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to QCCI. Said additional compensation shall be based upon QCCI's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.
5. **PROJECT DELAY:** QCCI is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond QCCI's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of QCCI's work. QCCI shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. QCCI shall only act as an advisor to its Client on any governmental relations or approvals.
6. **OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by QCCI ("QCCI Work Product"), and copies thereof, shall remain the property of QCCI and may not be used by or relied upon by other third parties without QCCI's express written consent. Provided that Client pays for all services rendered in full, Client may rely upon the QCCI Work Product for its intended purpose. In the event that Client fails to pay QCCI for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by QCCI and not to use, lend, or otherwise authorize the use of said documents without QCCI's written consent.
7. **MUTUAL COOPERATION:** QCCI and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to QCCI all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
8. **TERMINATION:** QCCI and Client each have the right to terminate, with or without cause, the Agreement upon ten (10) days written notice to the other party. If Client terminates the Agreement, QCCI shall cease performance of all nonscheduled services. Notwithstanding the foregoing, QCCI shall have no obligation to perform any services within five (5) days of the noticed termination date of the Agreement. Client shall be responsible for the payment of all services performed prior to the noticed termination date of the Agreement. If QCCI terminates the Agreement, Client assumes all responsibility for substitute performance of all obligations memorialized in the Agreement. Under no circumstance shall QCCI be responsible for consequential damages arising from the termination of the Agreement or any other cause. QCCI and Client agree to a mutual waiver of any consequential damages.
9. **EXCLUSION OF IMPLIED WARRANTIES.** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by QCCI. QCCI expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
10. **USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by QCCI which are not signed by QCCI or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by QCCI, and waives all rights and claims against QCCI for their unauthorized use.
11. **NO FIELD DIRECTION:** Client understands that QCCI's field personnel provide technical assistance to Client at the project site, and that QCCI will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that QCCI is providing technical assistance and is not directing the work.
12. **CONSTRUCTION STAKING:** In the event that any construction staking provided by QCCI is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than QCCI, the cost of re-staking shall be paid for by Client as extra work.
13. **SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold QCCI harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of QCCI.
14. **PROFESSIONAL LIABILITY:** QCCI agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that QCCI performs testing and inspection services upon request by Client, and that unless Client specifically notifies QCCI that particular testing and inspection is required, QCCI assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit QCCI's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, QCCI's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or QCCI's total invoiced and paid fee on the project, whichever is greater.
15. **CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between QCCI and its Client shall be governed by and construed in accordance with the laws of the State of California. QCCI and Client agree that any such action arising out of the services provided by QCCI shall be brought in the Superior Court of the State of California, County of San Diego.

November 2020

Work Authorization (WA) Form - 01

Firm	Place Works	WA#	01
Attn:	Dwayne Mears	Contract #	2309-05
Requestor	Jose Iniguez via Khary Knowles	Date Requested	April 4, 2024,
Due By	April 12, 2024	Deliverables (Y/N)	Y

TASKS/DELIVERABLES

Tasks Required/Deliverables	Due Dates
Task 1: Provide CEQA Services and Documentation for the Beyer Community Resource Center (BCRC) Project including, but not limited to: <ul style="list-style-type: none"> - Screen check Initial Study and Technical Analyses - Public Draft Initial Study and Notices. 	Start: April 12, 2024 Deliverables Due: 4 to 6 Months from start date
Task 2: Provide CEQA Services and Documentation in preparation for the San Ysidro Middle School Modernization Project including, but not limited to: <ul style="list-style-type: none"> - Prepare a Categorical Exemption to support the modernization of the San Ysidro Middle School with the following: <ul style="list-style-type: none"> - Initiation Draft - Administrative Draft Categorical Exemption and Technical Analysis - Final Categorical Exemption - Notice of Exemption - Meetings, and - Project Management. 	Start: April 12, 2024 Deliverables Due: 60 work days from start date

Cost/Payment Schedule

Task	Authorized Cost
Task 1: Beyer Community Resource Center	\$109,313
Task 2: San Ysidro Middle School Modernization	\$52,005

TOTAL MAXIMUM AUTHORIZED COST **\$161,318**

Request Details

As per proposal dated April 4, 2024 attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-05 for Environmental consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

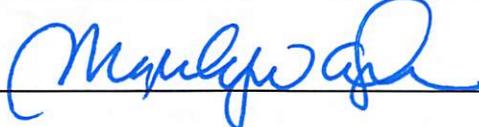
Consultant:

Agreement to Perform by:  (signature)

Date: 4-5-24

Print Name: Dwayne Mears /Title: Principal

District:

Authorized to Proceed by:  (signature)

Date: 4/16/24

Print Name: Marilyn Adrianzen /Title: Chief Business Official

Board approved/ratified: 05-16-24



April 4, 2024

Jose Iniguez
Assistant Superintendent Administrative Leadership, School Support, & Safety
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Subject: Proposal to Provide CEQA Documentation for the Beyer Community Resource Center (BCRC) Project

Transmitted via Email: kknowles@colbitech.com

Dear Mr. Iniguez:

Thank you for the opportunity to submit this proposal for the California Environmental Quality Act (CEQA) review of the proposed Beyer Community Resource Center (BCRC) Project. Our proposal explains our understanding of the project, explains our approach for a CEQA Initial Study/Mitigated Negative Declaration (IS/MND), and presents our cost estimate.

PlaceWorks is well qualified to complete this project, having more than 35 years providing environmental, health, and safety studies for California schools.

Understanding of the Project

The San Ysidro School District (District) plans to construct a new District facility with a community orientation on the former Beyer Elementary School site; the former school has been demolished and the project site is currently vacant and undeveloped. The proposed project is intended to be a first-step in the eventual build-out of the site to accommodate central District services, large outdoor gatherings, and potentially housing. The proposed project would include two primary building components, a Family Resource Center (FRC), and Community Event Center (CEC). The total building area would be 7,360 square feet; the Main Lobby would be approximately 1,085 square feet, the FRC would be approximately 2,650 square feet, the CEC would be approximately 2,665 square feet, and interior circulation and structures would be approximately 960 square feet.

There are two existing curb cuts at the project site that would be reused for vehicular access; the main site entrance/exit would be at the southern curb cut which is located roughly midway along the East Beyer Street frontage.

Proposed uses include:

FRONT ENTRY

- Bench seating with shade
- 30-foot-tall aluminum flagpole

3 Main Street, Suite 1000, San Ysidro, CA 92173 | Tel: 619-441-1111 | www.placeworks.com



MAIN LOBBY

- Provide public restrooms and custodial closet

FAMILY RESOURCE CENTER (FRC)

- Provide a reception space with a waiting area, open office, private offices, conference room, health center, restrooms, donation room, storage room, food pantry, copy area, breakroom, staff restroom

COMMUNITY EVENT CENTER (CEC)

- Provide an assembly room, small kitchen, custodial closet, chair/table storage room, outdoor event space and storage room

Scope of Work

Based on our understanding of the proposed project, we believe the Initial Study and related studies will result in a finding that no significant, unmitigated impacts will occur, and the proposed project can be cleared through a Mitigated Negative Declaration. The following identifies the key issues we believe will be the focus of the CEQA document, and it presents our approach and scope in completing this process. If the studies find that additional work is needed or an environmental impact report (EIR) is required, we will work with the District to develop a revised approach.

TASK 1 – SCREENCHECK INITIAL STUDY AND TECHNICAL ANALYSES

Task 1.1 – Project Initiation

PlaceWorks' principal-in-charge (PIC) and project manager will participate in one project initiation/kick-off meeting with the District to discuss the proposed project. PlaceWorks will then develop a detailed data needs list.

Deliverable(s):

- » Project data needs
- » Kick-off meeting attendance and materials

Task 1.2 – Screencheck Initial Study

PlaceWorks will prepare a screencheck Initial Study. The Initial Study will have a detailed description of the proposed project and environmental setting, environmental checklist, analysis of each environmental topic, and mitigation measures, as appropriate. The Initial Study will address 20 topical areas as well as mandatory findings of significance:

- | | | |
|--------------------------------------|-----------------------------------|---------------------------------|
| • Aesthetics | • Greenhouse Gas Emissions | • Public Services |
| • Agriculture and Forestry Resources | • Hazards and Hazardous Materials | • Recreation |
| • Air Quality | • Hydrology and Water Quality | • Transportation |
| • Biological Resources | • Land Use and Planning | • Tribal Cultural Resources |
| • Cultural Resources | • Mineral Resources | • Utilities and Service Systems |
| | | • Wildfire |



- Energy
- Noise
- Mandatory Findings of Significance
- Geology and Soils
- Population and Housing

Task 1.3 – Air Quality, Energy, and Greenhouse Gas Emissions

PlaceWorks will evaluate potential air quality, greenhouse (GHG) emissions, and energy impacts from construction and operation-related impacts associated with the project. The air quality and GHG emissions analysis will be consistent with the current methodology of the San Diego County Air Pollution Control District. Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the California Emissions Estimator Model (CalEEMod).

Deliverable(s):

- » Air quality, energy, and greenhouse analysis and modeling

Task 1.4 – Biological Resources

Prior to conducting the biological field survey, Blackhawk Environmental biologists and its GIS analysts will conduct a literature review that will include, but not necessarily be limited to a current California Natural Diversity Database and California Native Plant Society search for records of sensitive biological resources in the Project vicinity, the United States Department of Agriculture Web Soil Mapper, National Wetlands Inventory, and previous reports prepared for the project site or nearby project sites, if provided to Blackhawk Environmental. This review will be used to focus field survey efforts in a refined capacity.

Using the literature review results as background data, one biological resources field survey will be conducted to catalog all observed plant and wildlife species, characterize existing conditions and land uses, map vegetation communities, collect representative photographs, and assess the potential for the project site to harbor any threatened, endangered, or otherwise sensitive species. The survey will also assess the site for potentially jurisdictional waters of the United States Army Corps of Engineers, Regional Water Quality Control Board, and/or the California Department of Fish and Wildlife. Survey efforts will be undertaken within the limits of the former school grounds and out to a reasonable buffer, not exceeding 100 feet from the parcel boundary.

Based upon the potential for sensitive biological resources to be present on the project site, a Biological Letter Report is required for this project site. The report shall be prepared in accordance with industry standards and provide an analysis of potential biological resource impacts associated with the project.

The report and figures will be prepared by Mr. Reimers and Blackhawk staff and be up to 60 pages in length, including all text, photographs, maps, figures, species lists and/or attachments. The report will include a discussion of methods included in the survey, results, anticipated project impacts and proposed design features and/or applicable mitigation measures. The report will include photographs in sufficient quantity/quality to accurately depict existing conditions and project-specific mapping of all vegetation communities and biological resources otherwise relevant to the CEQA review of potentially significant project-related impacts, or lack thereof. This task includes two rounds of consensus comments on the draft report(s) for incorporation into the final report.



This task also includes standard e-mail and phone communications and coordination between Blackhawk Environmental and project stakeholder personnel as they pertain to this task only, and one meeting (if needed) or one in-office consultation (if needed). Blackhawk Environmental assumes the following:

- This Scope of Work does not include a formal jurisdictional delineation survey, brush management survey, focused rare plant survey, focused/protocol-level threatened and endangered species surveys, geotechnical surveys, soils analysis, cultural/archeological/ paleontological analyses, or any other survey or reporting beyond this intended baseline plant and wildlife survey and sensitive species analysis.
- Any GIS shape files or CAD files will be made available to Blackhawk Environmental for replication in maps that will be included in the Biological Letter Report.
- This task assumes up to two rounds of consensus comments and revisions prior to submittal of the final Report.
- Unless a template for the Biological Letter Survey Report is provided to the project stakeholders and Blackhawk Environmental by the San Ysidro School District, or its designated representative, Blackhawk Environmental will use its own report template, previously accepted by numerous jurisdictions throughout southern California, to address biological concerns of the proposed project site.
- The project stakeholders will provide any and all maps and documents pertinent to the project site to Blackhawk Environmental for analysis and/or representation in the Biological Letter Report. Additional maps will be included as necessary from freely available high-resolution aerial imagery.

Deliverable(s):

- » Biological Resources Report

Task 1.5 – Noise and Vibration

PlaceWorks will evaluate potential noise and vibration impacts for the construction and operational phases of the proposed project. The impact assessment document will discuss relevant criteria for noise exposure based on applicable federal, state, and local standards and ordinances, including applicable standards from the municipal code and general plan noise element.

The proposed project is a construction development project that will temporarily increase ambient noise levels during construction activities. Noise and vibration impacts will be assessed using industry-standard analysis techniques and using scheduling, equipment mix, hauling, and truck trip information provided by the District. It is assumed that no pile driving is proposed as part of project construction. Vibration impacts will be assessed using criteria included in the Federal Transit Administration guidance document on noise and vibration impact assessment. Maintenance noise and other ongoing noise sources at the site (such as rooftop mechanical equipment) will be addressed as well.

The findings of the technical analyses and impact assessment will be provided in a noise and vibration section of the Initial Study, along with mitigation measures for any potentially significant noise and vibration impacts.

Deliverable(s):

- » Noise analysis and modeling



Task 1.6 – Transportation

An analysis will be conducted to determine the levels of traffic that would be generated by the facility on a typical day of operation and to evaluate the proposed access and circulation components of the site plan. The review will address the safety and operational characteristics of the driveways on East Beyer Boulevard, the parking areas, the roundabout, and the pedestrian circulation patterns at the Center. The analysis will include an evaluation of the access and on-site circulation features for emergency vehicles, maintenance vehicles, and buses. It is not anticipated that a vehicle miles-traveled or off-site traffic impact analysis will be required because the facility would be a local-serving recreational and school-related use. Information will be required from the District regarding the expected attendance and scheduling of activities at the facility so that the site-generated traffic volumes can be calculated. The results of the analysis will be documented in a technical memorandum or in report sections suitable for insertion into an environmental document.

Deliverable(s):

- » Transportation Memorandum

Task 1.7 – AB 52 Consultation

Assembly Bill 52 (AB 52) requires a consultation process with tribes that have previously identified themselves as having resources in the geographic area. If the District previously received such requests, PlaceWorks will prepare letters to these tribes identifying the site location, describing the project, and identifying the District's contact person. If the tribes request consultation, the District must start this consultation within 30 days of receiving the consultation request and conclude the consultation before circulating the Initial Study for public review. PlaceWorks will coordinate this process on the District's behalf.

Deliverable(s):

- » AB 52 template letters

TASK 2 – PUBLIC DRAFT INITIAL STUDY AND NOTICES

Task 2.1 – Public Draft Initial Study and Notice of Intent

Upon District approval of the Initial Study, we will prepare the public draft Initial Study, which is the final copy/version of the document before it goes into reproduction. We will also prepare the accompanying Notice of Intent (NOI) to adopt a Mitigated Negative Declaration (MND). The NOI will provide a summary of the project description and an explanation of the scope of issues in the public draft Initial Study. The NOI will clearly identify the public review period, contact person, and address established for submitting comments on the public draft Initial Study. We will work with District staff to distribute the public draft Initial Study and NOI to the State Clearinghouse, County Clerk, responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed by PlaceWorks and District staff. It is assumed that the District will place notices and documents on its website.

Deliverable(s):

- » Public Draft Initial Study
- » Notice of Intent



Task 2.2 – Response to Comments

Although it is not mandated by CEQA, a standard practice for PlaceWorks and many public agencies is to prepare responses to public comments received on the IS/MND so that the District’s decision makers can adequately consider and address any agency, organization, or community comments and concerns. Following receipt of all comments on the Initial Study, a Response to Comments document will be prepared that will contain copies of all comment letters received plus written responses to all comments. Responses will focus on comments that address the substance and technical adequacy of the Initial Study, and no further response will be provided unless deemed necessary by the District. Responses will be prepared by PlaceWorks with input from the District and design team, as needed.

Deliverable(s):

- » Response to Comments

Task 2.3 – Notice of Determination

PlaceWorks will prepare and file the Notice of Determination for filing with the County Clerk’s office and the State Clearinghouse. It is assumed that the District will provide a check to cover the County and California Department of Fish and Wildlife fees.

Deliverable(s):

- » NOD

Task 2.4 – Mitigation Monitoring and Reporting Plan

PlaceWorks will prepare a Mitigation Monitoring Plan (MMRP) listing adopted mitigation measures, if any, and identify the timing and entities responsible for implementing mitigation measures.

Deliverable(s):

- » MMRP

Task 2.5 – Meetings/Project Management

We assume that project team meetings will be held virtually and in-person attendance at one Board meeting will be required for the approval of the MND. Additional meetings will be billed on a time-and-materials basis.

The project manager will be the primary contact and will be responsible for (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) coordinating and communicating with District staff to ensure that District policies, procedures, and any applicable codes and plans are complied with and, where applicable, are incorporated into the environmental documentation; (3) ensuring that the environmental review process and documentation satisfy the statuses and guidelines of CEQA and the District’s CEQA procedures. Project management would occur throughout the CEQA process, including internal team coordination, and other project administrative needs to ensure high quality and efficient project processing and client reporting.

Deliverable(s):

- » Attendance of meetings (virtual team meetings and one in-person Board meeting)
- » Ongoing project management



Task 2.6 – Board Item and Resolution

In preparation for the Board meeting, PlaceWorks will prepare the Board item description and resolution for the proposed project. For the purposes of this proposal, we incorporated **one round of review** of the Board item and resolution.

Deliverable(s):

- » Board item
- » Resolution

Proposed Schedule

Table 1, *Proposed Schedule*, provides a breakdown of the CEQA schedule, assuming that all project plans and provided technical reports are available when the proposed project is initiated. Note that the timeline does not include the District’s review and revision. The CEQA schedule would begin once PlaceWorks receives the notice to proceed. Generally, preparation of an IS/MND takes approximately four to six months.

Table 1. Proposed Schedule

Task	Date Due ¹
Task 1 – Screencheck Initial Study and Technical Analyses	16 weeks
Task 2 – Public Draft Initial Study and Notices	6 weeks ²

¹ Does not include review time by the District.
² Includes public comment period.

Cost Estimate

The proposed fee assumes the preparation of an IS/MND to support the proposed project. PlaceWorks projects a cost not to exceed \$109,313 for the preparation of the IS/MND (see Table 2, *Cost Estimate*). Costs are billed on a time-and-materials basis using the rates in Table 3, *PlaceWorks 2024 Standard Fee Schedule*.

Table 2. Cost Estimate

Task	Cost
Labor	
Screencheck Initial Study and Technical Analyses	
Project Initiation	\$3,045
Screencheck IS/MND	26,760
AQ/GHG/Energy	8,859
Noise/Vibration	7,242
AB 52 Consultation	1,387



Table 2. Cost Estimate

Task	Cost
Public Draft Initial Study and Notices	
Public Draft Initial Study and Notice of Intent	\$28,106
Response to Comments	6,625
Notice of Determination	711
Mitigation Monitoring Plan	1,570
Meetings/Project Management	9,620
Board Item/Resolution	2,030
Subtotal – Labor	\$95,955
Reimbursable Expenses	
Subconsultant – Garland (Transportation)	\$4,928
Subconsultant – Blackhawk (Biological Resources)	7,530
Travel	300
Misc. Photocopies/Deliveries	600
Subtotal – Reimbursable Expenses	\$13,358
GRAND TOTAL	\$109,313

The budget does not include the California Fish and Wildlife and County Filing Fees (\$2,916.75 + \$50 = \$2,966.75)



Table 3. PlaceWorks 2024 Standard Fee Schedule

PlaceWorks – 2024 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$210–\$295
Associate Principal	\$195–\$275
Senior Associate II	\$170–\$260
Senior Associate I	\$160–\$220
Associate II	\$135–\$190
Associate I	\$125–\$175
Project Planner	\$105–\$165
Planner	\$90–\$145
Graphics Specialist	\$90–\$155
Administrator	\$145–\$235
Clerical/Word Processing/Technical Editor	\$45–\$155
Intern	\$80–\$115

Subconsultants are billed at cost plus 10% Mileage reimbursement is at the standard IRS-approved rate
Possible yearly increase of 5% on bill rates.

2024_StaffFeeSch_01-09-24-SCHOOL

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. As a Principal, I am authorized to bind the team to the contents of this submittal and to negotiate contracts on behalf of PlaceWorks. If you have any questions, please contact me at 714.966.9220 x2316 or dmears@placeworks.com.

We look forward to working with you to bring about the successful completion of this project.

Respectfully submitted,

PLACEWORKS


Dwayne Mears
Principal

April 4, 2024 | Page 9



April 4, 2024

Jose Iniguez
Assistant Superintendent Administrative Leadership, School Support, & Safety
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Subject: Proposal to Provide CEQA Documentation for the San Ysidro Middle School Renovation Project

Transmitted via Email: kknowles@colbitech.com

Dear Mr. Iniguez:

Thank you for the opportunity to submit this proposal for the California Environmental Quality Act (CEQA) review of the proposed San Ysidro Middle School Renovation Project. Our proposal explains our understanding of the project, explains our approach for a CEQA Categorical Exemption, and presents our cost estimate.

PlaceWorks is well qualified to complete this project, having more than 35 years providing environmental, health, and safety studies for California schools.

Understanding of the Project

The San Ysidro School District (District) intends to modernize the 91,992-square-foot San Ysidro Middle School to bring it to current educational standards to better serve the needs of students, teachers, staff, and visitors in the coming years. Since its original construction in 1978, the campus has been expanded and modernized over the years. Proposed improvements to the campus are as follows:

SITE ENTRY, PARKING, DROP-OFF/PICK-UP AREAS

- Visitor entry to be secured
- Provide secondary gateway near the Multi-Cultural Center (MCC)
- Replace existing ornamental metal security fencing with new 8-foot-high ornamental fencing in approximately the same location
- Provide school signage
- Provide seating, shade, and rain protection at drop-off/pick-up area
- Separate staff parking from parent and bus drop-off/pick-up
- Alter under-utilized driveway and parking lot parallel to Otay Mesa Road into a new student drop-off/pick-up lane
- Reconfiguration of other drive areas, as needed

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FRIENDSHIP PLAZA AND OTHER OUTDOOR SPACES

- Repair/paint existing masonry planter walls
- Provide a minimum of 300 linear feet of improved and/or new seat walls and/or fixed benches
- Replace all concrete flatwork with new slip-resistant concrete paving
- Provide shade trees

SPORTS COURTS AND PLAYFIELDS

- Replace the current track with a synthetic track complete with lane markings
- Repair or replace the concrete adjacent to the grass and provide a new outer curb
- Provide an outdoor covered shelter of 2,000 square feet for PE class near the PE building

GENERAL EXTERIOR BUILDING MODERNIZATION

- Replacing signage/postings and painting exterior walls and exposed metals
- All existing buildings, including exterior walkway covers, shall be modernized
- Repair and resurface stucco surfaces

GENERAL INTERIOR MODERNIZATION

- All existing interior rooms and spaces shall be modernized
- Ensure full access compliance in buildings
- Replace flooring and wall base
- Provide integral walk-off carpet mats at entry doors to rooms with carpeting
- Repair and retexture damaged wall surfaces and repaint all exposed gypsum wallboard surfaces
- Replace tile and terrazzo including wainscots with new material
- Repaint all fixed elements, refinish doors, and repair window frames and glazing

ADMINISTRATION (OFFICE) RELOCATION

- Relocate the Office to a position fronting the drop-off/pick-up area in the 700 Building
- Provide ample windows from the Office to the main entry access point
- Move all Office functions (reception, clerical, health, principal and vice principal offices) currently housed in the 100 Building
- Locate the main public Office entry door in a visually prominent location on the public exterior of the campus

STUDENT INNOVATION CENTER/100 BUILDING (CURRENT OFFICE LOCATION)

- New Student Innovation Center will be created in the 100 Building
- Treat cracks in floor slab

MULTI-CULTURAL CENTER (MCC)

- Modernization of the lunch patio roof system
- Provide new stage lighting



- Provide new flooring in the lunch patio suitable for assembly activities and PE

300, 400, AND 500 BUILDINGS

- All exteriors and rooms will be modernized
- Remove folding partitions in the 500 Building and repair openings
- Reconfigure paving to mitigate drainage outside of the 500 Building
- Repair floor slab settlement and cracks in the 400 Building

600 BUILDING/FORMER LOCKER SHELTER

- Demolish buildings, including existing lunch canopy, to accommodate student entry point from the west drop-off/pick-up area
- Locker curbs will be demolished
- Provide a new shade structure and benches and lockable gate

700 BUILDING

- Repair and repaint the Science lab (Room 704)
- Reduce height of desk partitions in Room 701
- Other classrooms require modernization similar to the classrooms in the rest of the campus
- Repaint surfaces as needed

800 BUILDING

- All rooms in the 800 Building will be modernized (see General Interior Modernization)
- The library will be renamed Pathways Media Center and will highlight media technology and function as a resource center

Scope of Work

Based on review of the latest site plan, we anticipate that the proposed project would be categorically exempt under Class 1 (Existing Facilities), Class 2 (Replacement and Reconstruction), Class 3 (New Construction or Conversion of Small Structures), and Class 11 (Accessory Structures). For a project to qualify for a categorical exemption, it must fit within one of these Classes, and not be excluded under the exceptions outlined in CEQA Guidelines Section 15300.2, which addresses location, cumulative impact, significant affect, scenic highways, hazardous waste sites, and historical resources.

Our scope of work presents a cost-effective and timely approach to prepare the categorical exemption. PlaceWorks will prepare a categorical exemption in conformance with CEQA, the CEQA Guidelines, and the District's CEQA procedures. This approach includes the preparation of a memorandum that would show that the proposed project does not meet the exceptions under Section 15300.2. However, if during preparation of the categorical exemption, it is determined that the proposed project does not meet the criteria for a categorical exemption, PlaceWorks will inform the District immediately and work with the District to consider possible options. These may include changes to the project or processing through a mitigated negative declaration or environmental impact report.



Our scope of work assumes that PlaceWorks will provide comprehensive environmental services and that we will be responsible for each step of the CEQA process. Specific tasks and roles of the District and PlaceWorks are detailed in the following work scope.

TASK 1 – PROJECT INITIATION

PlaceWorks’ principal-in-charge (PIC) and project manager will participate in one project initiation/kick-off meeting with the District to discuss the proposed project. PlaceWorks will then develop a detailed data needs list.

Deliverable(s):

- » Project data needs
- » Kick-off meeting attendance and materials

TASK 2 – ADMINISTRATIVE DRAFT CATEGORICAL EXEMPTION AND TECHNICAL ANALYSES

Task 2.1 – Administrative Draft Categorical Exemption

PlaceWorks will prepare an administrative draft categorical exemption that will include a detailed project description and other information, demonstrating that the project satisfies the conditions of the applicable categorical exemption classes. The document will include supporting exhibits and tables. The completed administrative draft will be submitted to the District for review and comment. For the purposes of this proposal, we incorporated one round of review of the administrative draft categorical exemption with the District.

Deliverable(s):

- » Administrative draft categorical exemption (digital)

Task 2.2 – Air Quality, Energy, and Greenhouse Gas Emissions

PlaceWorks will evaluate potential air quality, greenhouse (GHG) emissions, and energy impacts from construction and operation-related impacts associated with the project. The air quality and GHG emissions analysis will be consistent with the current methodology of the San Diego County Air Pollution Control District. Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the California Emissions Estimator Model (CalEEMod).

Deliverable(s):

- » Air quality, energy, and greenhouse analysis and modeling

Task 2.3 – Biological Resources

Prior to conducting the biological field survey, Blackhawk Environmental biologists and its Geographic Information System (GIS) analysts will conduct a literature review that will include, but not necessarily be limited to a current California Natural Diversity Database and California Native Plant Society search for records of sensitive biological resources in the Project vicinity, the United States Department of Agriculture Web Soil Mapper, National Wetlands Inventory, and previous reports prepared for the Project Site or nearby project sites, if provided to Blackhawk Environmental. This review will be used to focus field survey efforts in a refined capacity.



Using the literature review results as background data, one biological resources field survey will be conducted to catalog all observed plant and wildlife species, characterize existing conditions and land uses, map vegetation communities, collect representative photographs, and assess the potential for the project site to harbor any threatened, endangered, or otherwise sensitive species. The survey will also assess the site for potentially jurisdictional waters of the US Army Corps of Engineers, Regional Water Quality Control Board, and/or the California Department of Fish & Wildlife. Survey efforts will be undertaken within the survey limits identified in the KMZ file provided to Blackhawk on February 23, 2024.

Based upon the potential for sensitive biological resources to be present on the project site, a Biological Letter Report is required for this project site. The report shall be prepared in accordance with industry standards and provide an analysis of potential biological resource impacts associated with the project. The report and figures will be prepared by Mr. Reimers and Blackhawk staff and be up to 50 pages in length, including all text, photographs, maps, figures, species lists and/or attachments. The report will include a discussion of methods included in the survey, results, anticipated project impacts and proposed design features and/or applicable mitigation measures. The report will include photographs in sufficient quantity/quality to accurately depict existing conditions and project-specific mapping of all vegetation communities and biological resources otherwise relevant to the CEQA review of potentially significant project-related impacts, or lack thereof. This task includes two rounds of consensus comments on the draft report(s) for incorporation into the final report.

This task also includes standard e-mail and phone communications and coordination between Blackhawk Environmental and project stakeholder personnel as they pertain to this task only, and one meeting (if needed) or one in-office consultation (if needed). Blackhawk Environmental assumes the following:

- This Scope of Work does not include a formal jurisdictional delineation survey, brush management survey, focused rare plant survey, focused/protocol-level threatened and endangered species surveys, geotechnical surveys, soils analysis, cultural/archeological/ paleontological analyses, or any other survey or reporting beyond this intended baseline plant and wildlife survey and sensitive species analysis.
- Any GIS shape files or CAD files will be made available to Blackhawk Environmental for replication in maps that will be included in the Biological Letter Report.
- This task assumes up to two rounds of consensus comments and revisions prior to submittal of the final Report.
- Unless a template for the Biological Letter Survey Report is provided to the project stakeholders and Blackhawk Environmental by the San Ysidro District, or its designated representative, Blackhawk Environmental will use its own report template, previously accepted by numerous jurisdictions throughout southern California, to address biological concerns of the proposed project site.
- The project stakeholders will provide any and all maps and documents pertinent to the project site to Blackhawk Environmental for analysis and/or representation in the Biological Letter Report.
- Additional maps will be included as necessary from freely available high-resolution aerial imagery.

Deliverable(s):

- » Biological Resources Report

April 4, 2024 | Page 5



Task 2.4 – Noise and Vibration

PlaceWorks will evaluate potential noise and vibration impacts for the construction and operational phases of the proposed project. The impact assessment document will discuss relevant criteria for noise exposure based on applicable federal, state, and local standards and ordinances, including applicable standards from the municipal code and general plan noise element.

The proposed project is a modernization project that will temporarily increase ambient noise levels during construction activities. Noise and vibration impacts will be assessed using industry-standard analysis techniques and using scheduling, equipment mix, hauling, and truck trip information provided by the District. It is assumed that no pile driving is proposed as part of project construction. Vibration impacts will be assessed using criteria included in the Federal Transit Administration guidance document on noise and vibration impact assessment. Maintenance noise and other ongoing noise sources at the site (such as rooftop mechanical equipment) will be addressed as well.

Deliverable(s):

- » Noise analysis and modeling

Task 2.5 – Transportation

An analysis will be conducted to evaluate the proposed access and circulation components of the site plan for the proposed modernization/revitalization of San Ysidro Middle School. The review will address the safety and operational characteristics of the revised parking areas, the new student drop-off/pick-up area on the west side of the school campus, the site access features at the driveways on Otay Mesa Road, and the pedestrian circulation patterns at the school. The analysis will include an evaluation of the vehicular traffic and pedestrian circulation design issues. As the modernization project would not result in an increase in the number of students or staff at the school, a vehicle-miles-traveled or off-site traffic impact analysis will not be required. The results of the analysis will be documented in a technical memorandum or in report sections suitable for insertion into an environmental document.

Deliverable(s):

- » Transportation Memorandum

TASK 3 – FINAL CATEGORICAL EXEMPTION

PlaceWorks will review and revise the administrative draft categorical exemption per the District's comments, verifying that all comments have been adequately addressed. PlaceWorks will provide a digital copy of the final categorical exemption. If hard copies are requested, they will be billed on a time-and-material basis.

Deliverable(s):

- » Final categorical exemption (digital)

TASK 4 – NOTICE OF EXEMPTION

Concurrent with the preparation of the categorical exemption document, PlaceWorks will prepare the Notice of Exemption form. After District review, PlaceWorks will file the NOE with the County Clerk and State Clearinghouse.



Deliverable(s):

- » NOE

TASK 5 – MEETINGS

Task 5.1 – Coordination Meetings and Board Meeting

PlaceWorks will coordinate closely with District staff to ensure that the categorical exemption and associated documents delivered to the District are legally defensible, accurate, and useful to decision makers considering the approval of the project. The project manager will also coordinate with District staff throughout the process, not only to streamline the CEQA process, but to avoid or anticipate any changes that could result in delays.

Our scope of work and cost estimate assumes up to two coordination meetings with District staff during the duration of the proposed project, with PlaceWorks' PIC and/or project manager and one PlaceWorks staff member (i.e., technical support staff) in attendance. The project manager will attend up to one Board meeting. Additional meeting participation time at the District's request will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved, as included in this proposal.

Deliverable(s):

- » Attendance at two meetings with District staff (virtual)
- » Attendance at one Board meeting

Task 5.2 – Board Item and Resolution

In preparation for the Board meeting, PlaceWorks will prepare the Board item description and resolution for the proposed project. For the purposes of this proposal, we incorporated **one round of review** of the Board item and resolution.

Deliverable(s):

- » Board item
- » Resolution

TASK 6 – PROJECT MANAGEMENT

The project manager will be the primary contact and will be responsible for (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) coordinating and communicating with District staff to ensure that District policies, procedures, and any applicable codes and plans are complied with and, where applicable, are incorporated into the environmental documentation; (3) ensuring that the environmental review process and documentation satisfy the statutes and guidelines of CEQA and the District's CEQA procedures. Project management would occur throughout the CEQA process, including internal team coordination, and other project administrative needs to ensure high quality and efficient project processing and client reporting.

Deliverable(s):

- » Ongoing project management



Proposed Schedule

PlaceWorks will prepare the categorical exemption in accordance with the schedule shown in Table 1, *Proposed Schedule*. It is expected to take approximately two months to complete the scope of work for the categorical exemption, from the receipt of the authorization to proceed and critical data needs. The schedule is greatly dependent on the District’s review and response times and cannot be predicted with certainty. Note that the timeline does not include the District’s review and revision.

Table 1. Proposed Schedule

Task	Date Due
Task 1 – Project Initiation	1 day
Task 2 – Administrative Draft Categorical Exemption and Technical Analyses	6 weeks
Task 3 – Final Categorical Exemption	1 week
Task 4 – Notice of Exemption	1 day
Task 5 – Meetings	1 week
Task 6 – Project Management	Ongoing

Cost Estimate

The proposed fee assumes the preparation of a categorical exemption to support the proposed project. PlaceWorks projects a cost not to exceed \$52,005 for the preparation of the categorical exemption (see Table 2, *Cost Estimate*). Costs are billed on a time-and-materials basis using the rates in Table 3, *PlaceWorks 2024 Standard Fee Schedule*.

Table 2. Cost Estimate

Task	Cost
Labor	
Project Initiation	\$3,045
Administrative Cat Ex and Supplement	9,283
Air Quality, GHG, and Energy	12,088
Noise and Vibration	5,620
Final Cat Ex.	2,652
NDE Filing	806
Coordination Meetings/Board Meeting	2,494
Board Item/Resolution	2,030
Project Management	4,080
Subtotal – Labor	\$42,098



Table 2. Cost Estimate

Task	Cost
Reimbursable Expenses	
Travel	\$200
Misc. Photocopies/Deliveries	300
Subconsultant – Garland (Transportation)	3,696
Subconsultant – Blackhawk (Biological Resources)	5,711
Subtotal – Reimbursable Expenses	\$9,907
GRAND TOTAL	\$52,005

County and Fish and Wildlife fees not included.

Table 3. PlaceWorks 2024 Standard Fee Schedule

PlaceWorks – 2024 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$210–\$295
Associate Principal	\$195–\$275
Senior Associate II	\$170–\$260
Senior Associate I	\$160–\$220
Associate II	\$135–\$190
Associate I	\$125–\$175
Project Planner	\$105–\$165
Planner	\$90–\$145
Graphics Specialist	\$90–\$155
Administrator	\$145–\$235
clerical/Word Processing/Technical Editor	\$45–\$155
Intern	\$80–\$115

Subconsultants are billed at cost plus 10%. Mileage reimbursement is at the standard IRS-approved rate. Possible yearly increase of 5% on bill rates.

2024_StaffFeeSch_01-09-24-SCH0015

TASKS/DELIVERABLES	
WORK AUTHORIZATION #03-R2 (NEW WORK AUTHORIZATION)	Due Dates
Continuing the efforts to finalize criteria and make ready for the Design and Construction review the following tasks are being added to WA #3:	
Task 5: Finalize criteria, Request for Proposal, and Proposal Review	Start: April 25, 2024 Deliverables due: July 11, 2024
Task 6: Additional services for PowerPoint graphics	
Task 7: Design and Construction Review of the Beyer Community Resource Center	Start: July 12, 2024 Deliverables Due: December 2026

Cost/Payment Schedule	
Task	Authorized Cost
Task 1-4: (see above)	\$77,300
<hr/>	
Task 5: Finalize criteria, Request for Proposal, and Proposal Review	\$33,150
Task 6: Additional services for PowerPoint graphics	\$7,500
Task 7: Design and Construction Review of the Beyer Community Resource Center	<u>\$159,250</u>
TOTAL FOR WA #03-R2:	\$199,900

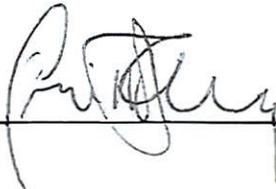
TOTAL AUTHORIZED FOR WA #3; WA #03-R1; WA #03-R2: \$277,200

Request Details
As per proposal dated March 27,2024 attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2305-01 for DESIGN/BUILD CRITERIA ARCHITECT consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:

Agreement to Perform by:  (signature)
Date: 5/8/24
Print Name: EARL DAVY /Title: CEO

District:

Authorized to Proceed by:  (signature)
Date: 5/8/24
Print Name: Marilyn Adrianzen /Title: Chief Business Official
Board approved/ratified: MAY 23 2024



Date: March 27, 2024 [Supersedes the Memo dated March 20, 2024]
 Attn: Khary Knowles, COLBI Technologies
 From: Kurt Hunker
 RE: **NEW WORK AUTHORIZATIONS – SAN YSIDRO SD PROJECTS**

Khary, per your request here are our proposed work authorizations (WA's) for remaining Design Criteria Architect services for the San Ysidro Middle School Modernization (SYMS) and Beyer Community Resource Center (BCRC) projects. We very much appreciate the opportunity to work with you and the district on these important initiatives.

This is based on the scope and fees detailed by Davy in Attachment "A" of the May 31, 2023 Professional Services Agreement and incorporated into the Master Agreement designated as Contract #2305-01jmb.

Reference to "Tasks" here is to activities listed in Davy's Fee Proposal element of Attachment "A" referenced above. The fee total is \$658,450.00.

To date, prior Work Authorizations include WA #1, WA #2, WA #2 R1, WA #3 and WA #3 R1 totaling \$181,300.00 including contingencies. They are in various stages of completion.

WORK AUTHORIZATION #4, Finalized Criteria, RFP and Proposal Review:

a) Tasks 7 and 8*	66,300.00
b) Additional services for PowerPoint graphics	<u>15,000.00</u>
Total, WA #4:	\$81,300.00

WORK AUTHORIZATION #5, Design and Construction Review:

a) Task 9* - Beyer Community Resource Center	\$159,250.00
b) Task 9* - San Ysidro Middle School Modernization	<u>236,600.00</u>
Total, WA #5:	\$395,850.00

* Per Attachment "A," Task 7 is labelled "Design-Build Request for Proposal"; Task 8 is "Design- Build Proposal Presentation Review"; Task 9 is "Design-Build Project Development Review."

Subconsultant services in WA #4 and/or WA #5, if necessary, are reimbursable costs.

----- END -----

WA #02-R2: Davy Architecture: Criteria/RFP/Review

TASKS / DELIVERABLES	
WORK AUTHORIZATION #02-R2 (NEW WORK AUTHORIZATION)	Due Dates
Continuing the efforts to finalize criteria and make ready for the Design and Construction review the following tasks are being added to WA #2:	Start: April 25, 2024 Deliverables Due: July 11, 2024
Task 8: Finalize criteria, Request for Proposal, and Proposal Review	
Task 9: Additional services for PowerPoint graphics	
-----	-----
Task 10: Design and Construction Review of the SYMS Modernization	Start: July 12, 2024 Deliverables Due: December 2026

Cost/Payment Schedule	
Task	Authorized Cost
Approved Total Tasks 1-7 (See Above)	\$66,500
<hr/>	
Task 8: Finalize criteria, Request for Proposal, and Proposal Review	\$33,150
Task 9: Additional services for PowerPoint graphics	\$7,500
Task 10: Design and Construction Review of the SYMS Modernization	<u>\$236,600</u>
Total Tasks 8-10 Request:	\$277,250

TOTAL AUTHORIZED FOR SYMS REV: WA#2; WA#2R1; WA#2R2 (Tasks 1-10): \$343,750

Request Details
See above. It is understood that the exact time and scope may change, and the not-to-exceed fees above may require written modification as a signed revision to this Work Authorization.

WA #02-R2: Davy Architecture: Criteria/RFP/Review

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2305-01 for DESIGN/BUILD CRITERIA ARCHITECT consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the district.

Consultant:

Agreement to Perform by: (signature) (signature)

Date: 5/8/24

Print Name: ERL DAVY /Title: CEO

District:

Authorized to Proceed by: (signature) (signature)

Date: 5/10/24

Print Name: Marilyn Adrianzen /Title: Chief Business Official

Board approved/ratified: MAY 23 2024



Date: March 27, 2024 [Supersedes the Memo dated March 20, 2024]
 Attn: Khary Knowles, COLBI Technologies
 From: Kurt Hunker
 RE: **NEW WORK AUTHORIZATIONS – SAN YSIDRO SD PROJECTS**

Khary, per your request here are our proposed work authorizations (WA's) for remaining Design Criteria Architect services for the San Ysidro Middle School Modernization (SYMS) and Beyer Community Resource Center (BCRC) projects. We very much appreciate the opportunity to work with you and the district on these important initiatives.

This is based on the scope and fees detailed by Davy in Attachment "A" of the May 31, 2023 Professional Services Agreement and incorporated into the Master Agreement designated as Contract #2305-01jmb.

Reference to "Tasks" here is to activities listed in Davy's Fee Proposal element of Attachment "A" referenced above. The fee total is \$658,450.00.

To date, prior Work Authorizations include WA #1, WA #2, WA #2 R1, WA #3 and WA #3 R1 totaling \$181,300.00 including contingencies. They are in various stages of completion.

WORK AUTHORIZATION #4, Finalized Criteria, RFP and Proposal Review:

a) Tasks 7 and 8*	66,300.00
b) Additional services for PowerPoint graphics	<u>15,000.00</u>
Total, WA #4:	\$81,300.00

WORK AUTHORIZATION #5, Design and Construction Review:

a) Task 9* - Beyer Community Resource Center	\$159,250.00
b) Task 9* - San Ysidro Middle School Modernization	<u>236,600.00</u>
Total, WA #5:	\$395,850.00

* Per Attachment "A," Task 7 is labelled "Design-Build Request for Proposal"; Task 8 is "Design- Build Proposal Presentation Review"; Task 9 is "Design-Build Project Development Review."

Subconsultant services in WA #4 and/or WA #5, if necessary, are reimbursable costs.

----- END -----

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** May 23, 2024

VIA: Gina A. Potter, Ed.D. **FROM:** Jose Iniguez, Ed.D., Assistant Superintendent of Admin. Informational
Superintendent Action
Leadership, School Support & Safety

AGENDA ITEM: AMENDMENT NO. 1 TO THE CUPCCAA CONTRACT #2309-01 WITH POLAR ELECTRIC COMPANY

BACKGROUND INFORMATION:

On December 12, 2023, the Governing Board approved the CUPPCAA Agreement #2309-01 for licensed electrical services on a repair and maintenance basis, District-wide. The maximum value of the approved CUPPCAA contract is \$60,000.00

Staff has now identified the need for an Amendment to the CUPPCAA contract with Polar Electric Company. It has become necessary to expand the scope of work in the contract to address a variety of electrical and low voltage issues throughout the District. It is important to note that with this requested amendment, there is no financial implication.

RECOMMENDATION:

Approve Amendment No. 1 to the CUPPCAA contract #2309-01 with Polar Electric Company to expand the scope of work.

LCAP GOAL AND ACTION/SERVICE:

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

PO# 11281

No change

(Amount)

General Fund: Routine Restricted Maintenance
(Fund 1000)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**FIRST AMENDMENT TO
CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES**

This FIRST AMENDMENT ("First Amendment") is made and entered into as of the final signature hereto, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **POLAR ELECTRIC COMPANY** (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on or about December 12, 2023, the District and Contractor entered into Construction Contract No. C-230901 for Construction Services (the "Contract") to provide licensed electrical work including installation of new items and tracing the cause and repairing/replacing electrical systems or components, as needed, District-wide (collectively, the "Project"), with work to be assigned to Contractor upon mutual written amendment to the Contract as specific construction work for specific components of the Project; and

WHEREAS, the District has now identified the need for additional construction services pursuant to the Contract for the following component(s) of the Project:

"Known scopes of work are below. The District may request additional work depending on the cost of work as needed work is authorized. All work is within the San Ysidro area of San Diego County and will be authorized under the terms and conditions of the form of contract.

- 1. Determine cause of lighting over stage not working, provide proposal and if approved proceed with necessary work.*
- 2. Determine the cause of exterior lighting not working, provide proposal and if approved proceed with necessary work.*
- 3. Determine the cause of high bay exterior lighting not working, provide proposal and if approved proceed with necessary work.*
- 4. Add a 220v outlet where none exist in a Special Education classroom, provide proposal and if approved proceed with necessary work."*

WHEREAS, the Contract permits the District and Contractor to amend the terms and conditions of the Contract upon mutual written agreement of the Parties; and

WHEREAS, the District and Contractor now desire to amend the Contract to explicitly memorialize the mutually agreed upon revisions to the scope of work,

CONTRACT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

“Known scopes of work are below. The District may request additional work depending on the cost of work as needed work is authorized. All work is within the San Ysidro area of San Diego County and will be authorized under the terms and conditions of the form of contract.

- 1. Determine cause of lighting over stage not working, provide proposal and if approved proceed with necessary work.*
- 2. Determine the cause of exterior lighting not working, provide proposal and if approved proceed with necessary work.*
- 3. Determine the cause of high bay exterior lighting not working, provide proposal and if approved proceed with necessary work.*
- 4. Add a 220v outlet where none exist in a Special Education classroom, provide proposal and if approved proceed with necessary work.*
- 5. Determine the cause for various electrical issues at various District campuses and, if approved, proceed with necessary work to repair such issue.”*

This Amendment shall only be effective upon the execution by both the District and Contractor.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Amendment to the Contract for Construction Services, as of the month, day and year of the final signature below.

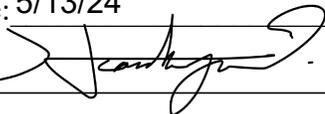
SAN YSIDRO SCHOOL DISTRICT

POLAR ELECTRIC COMPANY

Date: _____

Date: 5/13/24

By: _____

By:  _____

Name: Marilyn Adrianzen

Name: Aaron Han

Title: Chief Business Official

Title: Owner

Board approved: 05-23-24

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

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

AGENDA ITEM: AWARD BID NO. 24-02 AND APPROVE CONSTRUCTION CONTRACT WITH CONAN CONSTRUCTION INC. FOR ONE SITE SECURITY FENCE INSTALLATION AT WILLOW ELEMENTARY SCHOOL

BACKGROUND INFORMATION:

The District would like to contract Conan Construction Inc. for a security fence around Willow Elementary School. Bids were publicly advertised and opened on April 25, 2024. Seven firms attended the job walk, and we received three bids. We have also received DSA approval and honored our Project Labor Agreement.

Base Bid	\$2,147,000.00
Additive Alt #1:	\$250,000.00
Allowance #1: Technology-related items (i.e. cameras)	\$50,000.00
Total Recommended for Award	\$2,447,000.00

The District recommends awarding the construction contract to Conan Construction Inc. inclusive of one additive alternate and one allowance in the amount of \$2,447,000.00 and up to 5 days, and direct staff to take action to proceed with the work, manage the construction, and close the project with compliance.

RECOMMENDATION:

Award [Bid No. 24-02](#) and approve the Contract with Conan Construction, Inc. to install a security fence around Willow Elementary in the amount of \$2,447,000.00 from the G.O. Bonds.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

\$2,447,000.00
(Amount)

G.O. Bonds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Construction Contract
Willow Elementary School - Security Fencing

Project #202405-01

Contract #202405-01

This agreement is made and entered into on the date of final signature hereto, by and between the **San Ysidro School District** ("District") and **Conan Construction, Inc.** ("**Contractor**") ("**Agreement**"). The District and the Contractor agree as follows:

The Work: Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Willow Elementary School - Security Fencing Project ("Project" or "Contract" or "Work")

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

Classification of Contractor's License: Contractor hereby acknowledges that it currently holds **valid Type B Contractor's license(s)** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

Time for Completion: It is hereby understood and agreed that the Contractor shall complete the Work within **one hundred fifty-five (155) consecutive calendar days ("Contract Time")** from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.

Contract Price: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

Base Contract Amount: \$2,147,000.00

Additive Alternate #1: \$250,000.00

+ Allowance 1: \$50,000.00 (Technology-related items (i.e. cameras))

= Total Contract Price: **\$2,447,000.00**

THE ABOVE ALLOWANCES, IF ANY, ARE WITHIN THE CONTRACT PRICE ONLY TO THE EXTENT CONTRACTOR HAS BEEN AUTHORIZED IN WRITING TO PERFORM WORK ENCOMPASSED BY THE ALLOWANCE DESCRIPTION, HAS PERFORMED THE WORK

AND HAS APPROPRIATELY INVOICED FOR THAT WORK, AND DISTRICT HAS APPROVED CONTRACTOR'S INVOICE. USE OF ALLOWANCE(S) SHALL FOLLOW THE PROCESS AND THE IDENTICAL STRUCTURE AS A CHANGE ORDER. THE UNUSED PORTION OF ALLOWANCE(S) SHALL BE RETAINED BY THE DISTRICT AND MAY BE CLOSED BY A UNILATERAL CHANGE ORDER.

The Base Contract Price, Alternate(s) and authorized use of allowances shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

Interpretation of Contract Documents/Order of Precedence: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

- (i) District-approved modifications (e.g., Change Orders, Force Account Directives, etc.), beginning with the most recent (if any);
- (ii) Agreement;
- (iii) Special Conditions (if any);
- (iv) Supplemental Conditions (if any);
- (v) General Conditions;
- (vi) Remaining Division 0 documents (Documents beginning with "00");
- (vii) Division 1 Documents (Documents beginning with "01");
- (viii) Division 2 through Division 49 documents (Technical Specifications);
- (ix) Figured dimensions;
- (x) Large-scale drawings;
- (xi) Small-scale drawings.

In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

Integration / Modification. The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of the Agreement. This Agreement supersedes all previous contracts, agreements, and / or communications, both oral and written, and constitutes the entire understanding of the District and Contractor. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of the Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

Completion-Extension of Time: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other

contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

Liquidated Damages: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the sums as indicated in the Special Conditions ("**Liquidated Damages**").

Use of Unit Prices and Bid Alternates: The District may, at its sole discretion, increase or decrease the Contract Price by unit prices or alternates contained in Contractor's original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add any such Alternate Bid Item(s) if the item did not form a basis for award of the Agreement or delete any such Alternate Bid Item(s) if that item formed a basis for award of the Agreement. If the District elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) shall be as set forth in the Contractor's Bid, at the District's discretion. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

Insurance and Bonds: Contractor shall provide all required certificates of insurance, and payment and performance bonds.

Performance of Work: If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

COVID-19. Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

Authority of District, Architect, Project Inspector, and DSA: Contractor hereby acknowledges that the District, Architect(s), the Project Inspector(s), and the Division of the State Architect as applicable to this Project have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.

Assignment of Contract: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

Payment of Prevailing Wages: Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the

type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

Contractor & Subcontractor Registration: Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.

Authority of Contractor’s Representatives: Contractor hereby certifies that the person who executes this Agreement has the authority and power to legally bind the Contractor. Contractor also certifies that the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

Severability: If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Conan Construction, Inc.

San Ysidro School District

Conan Construction, Inc.

Contractor

San Ysidro School District

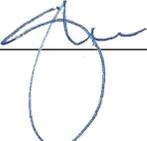
District

5/8/2024

Date

Board approved: 05-23-24

Date



Signature

Signature

Shannon Maurer

Print Name

Marilyn Adrianzen

Print Name

President, CEO, Secretary & Director

Print Title

Chief Business Official

Print Title

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation’s by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF AGREEMENT

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District’s educational programs. These grants/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:

Accept donations and grants valued at \$7,330.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

DONATIONS/GRANTS
\$7,330.00
(Amount)

Cash/Checks Only
Donations Account
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Human Resources
Manuel Bojorquez, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH CODESP FOR 2024-2025 WITH CODESP WEBSITE SERVICES

BACKGROUND INFORMATION:

The District would like to continue the subscription to the CODESP website services for 2024-2025. The District can create and access questions for interviews and test materials.

- CODESP Member Service Agreement
- CODESP Agency Security Agreement

RECOMMENDATION:

Approve/Ratify the agreement with CODESP for interview and test materials for the 2024-2025 subscription for \$2,900 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

--

N/A

(Amount)

--

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



CODESP MEMBER SERVICE AGREEMENT

Please read, acknowledge, and agree to the following service agreement terms.

Terms:

All terms of this agreement shall prevail over any terms and conditions to the contrary outlined in purchase orders or any other agreements or documentation provided by the agency named below in order to obtain services from CODESP unless explicitly agreed to in writing by an authorized agent of CODESP.

Services Provided:

CODESP provides online employment selection materials and training presentations to members who are employed at public agencies that have met all of the membership terms. Once the registration process is completed and payment is received your agency will gain access to the secure areas of the website.

Members will gain access to all content currently posted to the members area of the site including the Interview Builder and posted supplemental application forms and situational, performance, and writing exercises. In addition to the posted materials, members may request multiple-choice test packets along with custom supplemental application forms and situational, performance, and writing exercises via the CATS (CODESP Automated Test System) Request Form. Additional services include live and recorded webinars, live training (may be subject to an additional fee), a job description builder, sample job analysis questionnaires, an online multiple-choice testing option, and online Links and Resources related to public-sector Human Resources.

Payment for Services:

A Purchase Order may be submitted to initiate services, but payment must be received within 45 days after the PO is received. Payment or proof of payment (such as a Purchase Order) for all services must be made in advance of services being provided. Please refer to our current fee schedule for the most current pricing and options. PayPal payment requires an additional service fee.

Service Options:

- **Full Year:** A full year payment is for services from July 1 through June 30 in the same fiscal year.
- **Less Than Full Year:** A less than full year payment is for any services initiated after July of the current fiscal year. If joining after July, an agency may choose one of the following options:
 - **Pay the full year rate for the current fiscal year with no additional commitment.**
 - **Pay a prorated amount for services for the months remaining in the current fiscal year with a contractual obligation to continue the following fiscal year.**
 - The prorated fee shall be one-twelfth (1/12) of the full year fee multiplied by the number of months remaining in the fiscal year. Any months in which services will be rendered will be included in this calculation.
 - By agreeing to this option, the agency agrees to pay for a full year of service the fiscal year following the fiscal year in which services are originated. The fee for the following year will be in accordance with the posted fee schedule for the following year which shall be made available by no later than February of the preceding fiscal year. In the event that the posted fee schedule for the following year indicates a fee increase in excess of ten (10) percent from the previous year, the agency will have the right to option out of the following full year of service. This agreement may be amended to remove the requirement for an additional year of service under special circumstances wherein an

agency policy is provided that supports a limitation set by the governing body of the agency limiting the agency's ability to agree to a multi-year contractual obligation upon consent of the CODESP administration.

CODESP reserves the right to refuse future service, or to restrict services provided or service options (as indicated above), for any member that violates, or has previously violated, this or any other CODESP agreement.

Refunds:

Refunds for membership fees will not be made.

Continuation of Services:

To continue membership in good standing, agencies shall pay the membership fee no later than July 1 or communicate their intent to rejoin through e-mail or other correspondence. Unless the membership fee is received by September 1, the intent to rejoin becomes null and void, and the agency will be dropped from the membership roll.

Please note that the following terms apply at the start of each fiscal year. Failure to adhere to the following may result in access to the secure areas of the CODESP website being temporarily disabled.

- Payment must be received within 45 days of receipt of a Purchase Order
- A signed copy of the Agency Security Agreement and Service Agreement for the current fiscal year must be received within 45 days of the start of the new fiscal year

Test Material Requests:

Multiple-choice test materials from the online item bank are requested by completing a **CATS Request Form**.

Other test materials such as interviews (Interview Builder), supplemental application forms, writing, situational, and performance exercises (under Test Materials) can be accessed from the secure areas of the website. If customized materials are needed, the member will complete a CATS Request Form and provide current job information and access to job experts as needed to fulfill such a request.

When submitting requests for test materials, members must provide a job description and other pertinent information needed to guide CODESP staff in selecting job-related materials. The member will allow at least 10 business days for the request to be fulfilled. If new test materials need to be developed, the member acknowledges that these requests take longer to fulfill and will work with CODESP staff on an appropriate timeline for fulfilling the request.

Access to the secure areas of the website and all test materials is restricted to authorized employees who are responsible for accessing test materials and implementing the selection process. Authorization is determined by the member's Human Resources administrator and subject to approval by CODESP administration. The number of users is based on the size of the agency and approved by CODESP. Generally, no more than 10 users per agency may have access to the secure areas of the website. Exceptions to the restriction on the number of users may be authorized for agencies with an employee count of over 3,000.

A maximum of five test material requests may be submitted by the member per month, unless otherwise approved by CODESP administration. CODESP provides unlimited access to the products and services accessible from the secure areas of the website that do not require completing a CATS Request Form. Unlimited test products include all questions in the Interview Builder and posted sample test materials such as supplemental application forms and writing, situational, and performance exercises.

New Test Material Development:

CODESP will expand test material job families when resources are available. Job experts are to be provided by the member whenever possible. CODESP maintains final edit approval on test materials entered into the CATS system. Adding job families and items to the item bank is at the discretion of CODESP. A list of Multiple-Choice Item Banks currently available can be found under **Join CODESP / Frequently Asked Questions**.

The list is subject to revision and the job families listed do not contain test items for all possible classifications that may fall under a specific job family.

CODESP requires the following to develop new test materials:

- A job expert provided by the member to assist CODESP staff in the development, edit, and final review of the new materials.
- Technical documents/manuals or other appropriate source material provided by the member when they are not readily available to CODESP.
- At least 15 business days for development, review, and edits of new test materials. The 15-day period begins after the job expert and/or technical materials are provided to CODESP.

CODESP will not:

- Recreate state licensure, Microsoft certification, or similar examinations that require formal certificates.
- Enter copyrighted materials into our item bank.
- Create test materials for sworn police or fire personnel.
- Create test materials for positions where the type of assessment method requested is inappropriate. For example, multiple-choice tests for senior management or highly technical positions like engineer. This will be decided by CODESP administration on a case-by-case basis.

Use of Test Materials:

The final selection of which test materials to use is the responsibility of the agency. A local job analysis is highly recommended to determine test content which is appropriate for your agency's specific position/classification for which you are testing. All test materials should be reviewed by a local job expert prior to use in order to ensure validity.

The translation of test materials provided by CODESP into a language other than the original language provided is allowed to the extent that the member agency uses the translated materials to assess candidates for employment at its own agency only. All test materials translated remain the property of CODESP and must be used only to the extent allowed by CODESP agreements and while in good standing as a CODESP member agency. CODESP bears no responsibility for the accuracy or use of translated materials and recommends a thorough review and vetting prior to use.

The use of test materials by a member agency (such as a County Office of Education) to test or assess candidates for a non-member agency (such as a local district) is strictly prohibited.

The charging of any test administration or related fees to a candidate for any job for taking a test that includes any CODESP materials is strictly prohibited unless otherwise approved by CODESP administration.

Test materials are intended to be used in-person in proctored settings only. The use of any test materials in any non-proctored or remote (proctored or non-proctored) setting is strictly prohibited unless otherwise approved by CODESP administration. This restriction does not apply to materials specifically designated for remote or non-proctored use.

Retention of Test Materials:

Upon termination of CODESP membership, the agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The agency shall inform CODESP at the time of the discontinuation of service of any test materials that are being maintained in order to document existing test records. The agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that may be accessible by unauthorized individuals, agencies, or vendors, including any third-party testing software.

Legal Acknowledgements:

The terms of this Service Agreement may change prior to the start of each fiscal year as solely determined by the CODESP Board of Directors. A copy of this Service Agreement will be sent to members in advance of the

new fiscal year. Members must agree to the terms of the current Service Agreement in order to continue services.

To the extent allowable by California law, the agency named below shall defend, indemnify, and hold harmless CODESP, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the use of materials or services provided by CODESP unless such liability, loss, expense, or claims is due to CODESP's sole negligence.

CODESP agrees to defend, indemnify, and hold harmless the agency named below, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising solely out of negligent activities of CODESP or those of any of its officers, employees, and agents, whether such act or omission is authorized by this Agreement or not. The provisions of this Indemnification do not apply to any damage or losses caused by the negligence of the Agency or any of its board members, officers, employees, and/or agents.

The agency named below understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The agency named below also acknowledges that it is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the agency named below to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.

By entering into this Service Agreement the agency acknowledges that so far as it pertains to the agency and CODESP, that CODESP is the sole owner of the intellectual property that the agency will have access to under this Agreement, described herein as "content" or "materials," as well as any other intellectual property the agency will have access to under this Agreement. CODESP hereby grants to the agency a non-transferable and non-exclusive license to the materials and content for the purposes described herein. This license includes the ability to create reasonable variations of CODESP's intellectual property such as translations and other reasonable modifications. Any "content" or "materials" that have been translated, edited, or modified from the original, but still contain content provided by CODESP or content that can reasonably be attributed to CODESP are covered by this license. This license shall be in effect only as long as the agency remains as a party in good standing to this Agreement and only while the agency is current in its financial obligations to CODESP. The agency acknowledges that any use of the intellectual property owned by CODESP in violation of this license will constitute an intentional infringement of CODESP's copyright interest in such property. The agency agrees that copyright infringement under this Agreement includes obtaining CODSEP materials while a member and continuing to use such materials after the end of the membership. The agency agrees that should it infringe upon CODSEP's intellectual property rights that the agency will pay for CODSEP's attorney fees and costs incurred by CODSEP in any ensuing litigation.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

Please select your service option:

- Full-Year** **Less Than Full Year** (Post August 1st) - Prorated fee w/ agreement to continue services the following fiscal year

By completing and signing the section below you are stating that you agree with the terms and conditions as stated in this document.

Agency: _____

Signature of Authorized Agency Representative: _____ Date: _____

Printed Name: _____ Title: _____

Signature of HR Administrator (if different from above): _____ Date: _____

Printed Name: _____ Title: _____

Please agree, complete, sign and e-mail a scanned copy to codesp@codesp.com. If you are unable to send a scanned copy via e-mail, please fax a signed copy to: 714-374-8225



CODESP AGENCY SECURITY AGREEMENT

The parties to this agreement are the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) and the _____ hereinafter known as the Agency. In order to protect the mutual interests of all CODESP agencies, each Agency is required to execute this agreement and fulfill its terms.

- a. It is understood and agreed that the primary signer of this agreement will be an authorized agent of the Agency. The Agency may designate one or more alternates. If the primary signer of this agreement is not an agent of the Agency with responsibility for oversight of the Agency's test administration and selection practices, an alternate signer is required who maintains responsibility in this area. The Agency may also assign an additional alternate signer of its choosing. All alternate signers will be regarded as sharing the responsibility with the primary signer for carrying out the terms of this agreement. CODESP has the right to terminate this agreement and all associated agreements and to withhold or recall CODESP materials and services if terms and conditions of this agreement have been violated.
- b. All references contained herein to "CODESP test materials" include all materials provided by CODESP, and any reasonable variations thereof, to be used in the assessment of job candidates. This includes any materials that have been translated, edited, or modified from the original, but still contain content provided by CODESP or content that can reasonably be attributed to CODESP.
- c. Test materials obtained through CODESP will be used for the official purposes of the Agency in testing candidates for placement within their Agency or at other approved public agencies who are current customers of CODESP only. The use of test materials by the Agency to test or assess candidates for a non-customer agency is strictly prohibited. Under no circumstances will materials so obtained, including tutorials, be posted on the Agency's website or other websites. Under no circumstances will test materials be stored in any other agency's or private computer systems for sale or disbursement to any other agency or person that is not authorized to have access to such materials, nor will the Agency knowingly permit others to do so. The Agency will not enter any test materials obtained through CODESP into any third-party testing or test management system unless there is an expressed written consent that the third-party will not retain any of the data and that consent has been shared with CODESP administration.

- d. Test materials obtained through CODESP may be reviewed by examiners, subject matter experts, researchers, consultants, test proctors, or others working on the development of examinations. Such persons are not authorized to receive access to the secure areas of the website or to make notes about, copy, or retain any of the actual materials. Any reviews of materials are to be conducted under the general supervision and responsibility of the primary signer (or alternate signer with responsibility over the area of test administration and selection practices) of this agreement. The final selection and use of test materials is the responsibility of the Agency.
- e. No official, staff member, consultant, or other agent of the Agency may loan, give, sell, nor otherwise make available any testing material obtained through CODESP to any other agency or person that is not authorized to have access to such material, nor will they knowingly permit others to do so. Under no circumstances will CODESP materials be available for study, copying, photographing, reproduction, or re-publication, in whole or in part.
- f. Test materials obtained through CODESP will be used and stored at the Agency in a manner that will prevent unauthorized persons from having access to them. Tests will be administered in-person in proctored environments by an Agency employee to ensure that no test materials are removed from the test site. Test materials shall not be used in any non-proctored or remote (proctored or non-proctored) setting without the expressed written consent of CODESP administration. Test materials specifically designated by CODESP for remote or non-proctored use are exempted. Any test materials entered into any third-party software must be removed immediately upon termination of the Agency's business relationship with the third-party.
- g. All system users and test proctors must be employees of the Agency and must sign the CODESP User Security Agreement. No more than 10 users are allowed per agency (exceptions may apply for agencies with over 3,000 employees). Access to the secure areas of the CODESP website is restricted to employees of the Agency with a direct reporting relationship to an Agency administrator with responsibility for the oversight of the Agency's test administration and selection practices and who are involved in the employment testing process. The sharing of usernames or passwords is strictly prohibited. Employees of third-party vendors serving solely as test proctors for remotely proctored test administrations approved by CODESP in accordance with section E above are exempt from signing the CODESP User Security Agreement.
- h. If candidates are allowed consultation regarding their test results, they may only review the test under a restrictive time-limit with an authorized individual whose signature is on the CODESP User Security Agreement. The candidate may not make notes about, copy, or retain any of the test materials. Under no circumstances will candidates be allowed to view the answer key for an exam or any reports generated from the CODESP website containing such information in an unsupervised environment. No candidate will be allowed to make notes about, copy, or retain any information relating to keyed responses.
- i. If it is necessary that materials obtained through CODESP be presented in proceedings conducted by a court or other body vested with legal authority, the Agency shall request that the material be covered by a protective order that will

safeguard its confidentiality, and CODESP will be promptly notified of the proceedings.

- j. The Agency understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials and services including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The Agency also is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the Agency to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.
- k. The Agency agrees that all necessary administrative steps will be taken to ensure that staff members, consultants, or others who may have access to material provided through CODESP will be informed of this agreement and required to comply with it. Any Agency violating test security, intentionally or otherwise, will be denied further test materials and will have access to current materials revoked until the security violation has been resolved to the satisfaction of CODESP administration. The signers of this agreement are authorized to execute this agreement on behalf of the parties.
- l. Upon termination of CODESP membership/subscription, the Agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The Agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The Agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that that may be accessible by unauthorized individuals, agencies, or vendors, including any third-party testing software.
- m. If the signer(s) of this agreement find(s) it impossible to ensure fulfillment of this agreement or leave(s) the Agency, an authorized agent of the Agency shall notify CODESP to make arrangements for continuation or termination of the agreement.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

Primary Signer:

Print Name: _____

Title: _____

Signature: _____

Date: _____

Human Resources Administrator (if different from above):

Print Name: _____

Title: _____

Signature: _____

Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR 2023-2024

BACKGROUND INFORMATION:

The San Diego County Office of Education (SDCOE) agrees to act as the funding agency for the After School Education and Safety Program. SDCOE will provide and maintain files for the Memorandum of Agreement (MOA), distribute funding allocations, collaborate with all members to ensure program goals are met and fiscal information is shared. The District agrees to follow all fiscal reporting and auditing standards required of the ASES program, in accordance with the provisions of the California Education Code (EC) sections 8482-8484.65.

For the fiscal year 2023-2024, the MOA delineates the amount each school is to receive and when the funding will be received. The District would like to continue receiving these services for the Before and After School Programs provided by YMCA of San Diego County at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar Middle and Ocean View Hills Schools.

ASES Grant award amount: \$1,055,308.99 minus 3% of grant for SDCOE’s coordination, training, technical assistance, and administrative support - \$31,659.27 = \$1,023,649.72.

RECOMMENDATION:

Approve/Ratify the Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) Program grant award in the amount of \$1,023,649.72 for all school sites during school year 2023-2024.

LCAP GOAL AND ACTION/SERVICE:

Goal #3: Student Engagement and School Climate ~ Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free. Action 3.10

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

Grant Award:
\$1,023,649.72
(Amount)

ASES Grant Award

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) program is entered into and effective as of the 1st day of July 2023 by and between the **San Diego County Superintendent of Schools** (hereinafter referred to as “SDCOE”) and **San Ysidro Elementary** (hereinafter referred to as “District”) who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the California Education Code (EDC) Sections 8482-8484.65 and Assurance 5 of ASES Grant Award Assurances from original renewal application. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the SDCOE to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the SDCOE due to the District’s failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the SDCOE within 30 days of submission of such invoice(s).

1. SCOPE OF SERVICES: GENERAL CONDITIONS

A. DISTRICT ASSURANCES

In accordance with the provisions of the California Education Code (EDC) Sections 8482-8484.65, the purpose of the ASES program is to create incentives for establishing locally driven before and after school enrichment programs both during school days and summer, intersession, or vacation days that partner public schools and communities to provide academic and literacy support and safe, constructive alternatives for youth. It is the intent of the Legislature that all youth participating in elementary, middle or junior high school ASES programs participate in the full day of the program every day. [EDC 8483(a)(2)]

In accordance with California Education Code (EDC) Sections 8482-8484.65, the District agrees to implement the following:

ASES Priority Enrollment

1. Priority for enrollment of students in a before or after school program, in accordance with Assurance 22 of ASES Grant Award Assurances, must be prioritized in the following order:
 - A. Homeless Youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a) and EDC Sections 8483(c)(1)(A); 8483.1(d)(1)(A). Homelessness is defined as one or more of the following situations:
 - a. Emergency or transitional shelter
 - b. Hotel or Motel
 - c. Unsheltered (i.e., cars, parks, garage, campgrounds)
 - d. Temporarily with another person or relatives due to economic hardship or

- loss of housing (i.e., eviction, inability to pay the rent, destruction of home, illness, loss of employment, etc.)
 - e. Unaccompanied youth not living with parent or guardian
 - f. Substandard housing (i.e., no water or electricity; health or safety risks)
 - B. Foster Youth, as designated through a juvenile dependency court petition [*EDC* Sections 8483(c)(1)(A); 8483.1(d)(1)(A)]
 - C. Youth Eligible for Free or Reduced-Priced Meals, as defined yearly in the CDE Student Poverty FPM Data report [*EDC* Sections 8483(c)(1)(A); 8483.1(d)(1)(A)]
 - D. Middle and junior high school students participating in the full day of the program every day [*EDC* Section 8483(c)(B)]
2. A program shall inform the parent or caregiver of a pupil of the rights of homeless children, foster children, and children eligible for free or reduced-price meals to receive priority enrollment and how to request priority enrollment. [*EDC* Sections 8483(d); 8483.1(e)]

ASES Program Operation and Attendance Requirements:

After School

1. The After School program will begin operation immediately upon the conclusion of the regular school day and operate a minimum of 15 hours per week (minimum of three hours per day) and at least until 6:00 p.m. on every regular school day. [*EDC* Section 8483(a)(1)(A)(i); Assurances 16, 17, 18 of ASES Grant Award Assurances]
2. The After School program will establish a reasonable early daily release of students from the program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, early release time, and reason for the early release for their student. Programs operating in a community where the early release policy does not meet the unique needs of that community or school, or both, can provide documentation of an alternative plan and request approval from the SDCOE. [*EDC* Section 8483(a)(1)(B); Assurance 19 of ASES Grant Award Assurances]
3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the early release policy. [*EDC* Section 8483(a)(2); Assurance 20 of ASES Grant Award Assurances]
4. To develop an age-appropriate program, for middle or junior high school students, a flexible attendance schedule may be implemented. [*EDC* Section 8483(a)(3); Assurance 21 of ASES Grant Award Assurances]

Before School Program

1. The Before School program will operate at least one and one half hours (1 1/2) per regular schoolday. [*EDC* Section 8483.1(a)(1)]
2. The Before School program will establish a reasonable late arrival policy and procedure for students arriving late to the Before School program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the

date range, late arrival time, and reason for the late arrival for their student. [EDC Section 8483.1(a)(1)]

3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the late arrival policy. [EDC Section 8483.1(a)(2)(A)]
4. A student who attends less than one-half of the daily program hours cannot be counted for attendance purposes. [EDC Section 8483.1(a)(2)(B)]
5. To develop an age-appropriate program, for middle or junior high school students, a flexible schedule may be implemented. [EDC Section 8483.1(a)(3)]

Before and After School Supplemental Program

1. During summer, intersession, or vacation periods, supplemental programs must operate a minimum of four and one-half (4 ½) hours per day. [EDC Section 8483.2]

Attendance Requirement

The goal for each District ASES program site is to meet 100% of the daily attendance goals (ADA) based on the grant amount awarded. To ensure that subsequent ASES grant awards will not be adjusted due to insufficient program attendance and performance, District must enforce the grant rules in compliance with California *Education Code* 8483.7(a)(1)(A) which states that “each school that establishes a program pursuant to this article is eligible to receive a three-year after school grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in *EDC* Section 8482.3 once every three years.”

CDE is authorized, under *EDC* Section 8483.7 to conduct a review of the program and make grant funding adjustments should ASES program sites fail to maintain specific attendance levels. Specifically,

1. Any ASES program that falls below target attendance levels by more than 15 percent in each of two consecutive years may be adjusted. [EDC Section 8483.7(a)(1)(C)(ii)]
2. Any ASES program that falls below 75% of target attendance levels in any year of the grant may be adjusted. [EDC Section 8483.7(a)(1)(D)(ii)]

As per California *EDC* Section 8483.7(a)(1)(B), the California Department of Education (CDE) provides technical support through the System of Support for Expanded Learning (SSEL) to programs experiencing student attendance below minimum requirements.

General Program Requirements:

The intent of the Legislature as enacted is to provide programming that focuses on “developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences”. [EDC Section 8482.1(a)] To ensure the District develops ASES

programming consistent with this intent, the following requirements are in place for FY 2023-2024:

1. The District shall identify a qualified District Contact to be the direct liaison between the ASES program and the SDCOE, attending all monthly San Diego Expanded Learning Consortium meetings. For purposes of this document, the term “qualified” describes the District Contact’s ability to have access to paths of communication with District Administration to enable the success of their duties and to ensure quality programs that comply with California *EDC* Sections 8482-8484.65 and Assurance 4 of ASES Grant Award Assurances. In this regard, the role of the District Contact includes:
 - a. General program oversight
 - b. Programmatic development
 - c. Compliance responsibility
 - d. Reporting responsibility
2. The District shall provide a detailed Program Plan for their overall vision of the ASES Program. The ASES Program Plan shall be a fluid document capturing the changes in programming throughout FY 2023-24 and updated as necessary to provide an accurate reflection of programming. Initial District Program Plan information must be uploaded to Cityspan no later than October 31, 2023.
3. The District shall work with program sites to develop an individualized scope and sequence and schedule that aligns with the overall District vision.
4. The District shall ensure that each ASES program shall consist of an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science. [*EDC* Section 8482.3(c)(1)(A); Assurance 1 of ASES Grant Award Assurances]
5. The District shall ensure that each ASES program shall consist of an educational enrichment element that may include, but not limited to, fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students’ needs and interests. [*EDC* Section 8482.3(c)(1)(B); Assurance 2 of ASES Grant Award Assurances]
6. The District shall ensure that their ASES programs are “planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and County parks and recreation departments, local law enforcement, community organizations, and the private sector,” and that has demonstrated support of the school site principal and staff [*EDC* Section 8482.5(b); Assurances 11 and 26 of ASES Grant Award Assurances]

Web-Based Attendance and Daily Attendance Accountability Requirements:

The District is required to maintain attendance documentation for the ASES program as follows:

1. The District's ASES program must follow the SDCOE attendance collection process to include entering complete student enrollment information, including the State Student Identifier (SSID) number.
2. In FY 23/24, Districts receiving ASES funds must implement the Cityspan Web-based Attendance Tracking System (www.youthservices.net/sandiego) for daily program attendance entry.
3. District shall fully utilize the "Automated Card Scanning" capability for the system. The Cityspan Web-Based Attendance Tracking System will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California EDC Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B) and the intent of the Early Release/Late Arrival policies for students in the ASES program.
4. The District shall use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with EDC Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B).
5. District ensures that there is a process for monitoring site-level attendance procedures.
6. District will identify and ensure participation by key staff members in professional development provided by the SDCOE for implementation of attendance collection processes and procedures.
7. District will ensure that all staff members participating in attendance collection procedures receive training and utilize a unique username/password provided by the SDCOE.

Staffing Requirements

All ASES program sites are required to comply with the staffing requirements outlined in EDC Section 8483.4 and Assurances 32, 33, and 34 of ASES Grant Award Assurances.

These include:

1. District must "establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district."
2. Selection of the program site supervisor(s) are subject to the approval of the schoolsite principal.
3. All ASES programs must maintain a pupil-to-staff member ratio of no more than 20 to 1. [Assurance 31 of ASES Grant Award Assurances]
4. District must certify that all personnel providing services to students are adequately screened including, but not limited to, health screening, including tuberculosis, fingerprint clearance, and any other screening to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.
5. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it will provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
6. *For Districts contracting with third party providers:* in accordance with EDC Sections

8483.4(b) and 8483.4(c), the District “shall require the third party to notify the local educational agency by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision (c).” Events, as noted previously, include:

- a. Death of a child from any cause
 - b. Any injury to a child that requires medical treatment
 - c. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
 - d. Any suspected child abuse or neglect, as defined in Section 11165.6 of the Penal Code
 - e. Epidemic outbreaks
 - f. Poisonings
 - g. Fires or explosions that occur in or on the premises
 - h. Exposure to toxic substances
 - i. An arrest of an employee of the third party
 - j. Any other event as specified by the LEA
7. *For Districts contracting with third party providers:* in accordance with *EDC* Section 8483.4(d), the District “shall require the third party to request from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment. Parents or guardians may provide this information at their discretion and are not required to provide pupil health information in order for the pupil to receive services.”
8. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District’s premises.
9. District must provide evidence during audit or FPM to verify that staff minimum qualifications are met. District acknowledges that, by agreeing to this Memorandum of Agreement, the District waives their right under *EDC* Section 45274 and must provide evidence of minimum qualifications including, but not limited to, examination records and scores, and transcripts.
10. Staff *must* receive staff training and development. The program may provide three days of staff development during regular program hours using funds from the total grant award. [*EDC* Sections 8483.3(c)(4) and 8483.7(a)(4); Assurances 24 and 36 of ASES Grant Award Assurances]

State-Mandated Data and Evaluation Requirements

All Districts must participate in the state Annual Outcomes Evaluation process and the SDCOE’s CQGrowth process in accordance with *EDC* Section 8484 and Assurances 6, 29, and 30 of ASES Grant Award Assurances. Specifically,

1. District must participate in a statewide evaluation process as determined by the CDE and provide all required information, including state student identifiers.
2. District must respond to additional surveys or other methods of data collection that may be required throughout the duration of the program in a timely manner.

3. District must annually provide participating pupils' regular school day and program attendance as required by CDE in a timely manner. [Assurance 7 of ASES Grant Award Assurances]
4. District must ensure the timely and accurate collection of data required to conduct the ASES program evaluations, including but not limited to, student demographic information. It is highly recommended for District ASES programs to utilize the Cityspan Online Registration system that provides for parent/guardian input of demographic data during the initial enrollment period.
5. District must participate in the SDCOE process for Continuous Quality Improvement to include solicitation of feedback, participation in survey requests, and regular attendance at District Contact meetings. For FY 2023-24, the Continuous Quality Improvement theme is communication and collaboration. [Assurance 42 of ASES Grant Award Assurances]
6. For FY 2023-24, the District will participate in the ASES CQI process to include:

Quarter 1-2

- Attend the Grant/Fiscal Orientation meeting, including a one-hour meeting on the Quality Standards for Expanded Learning hosted by the System of Support for Expanded Learning
- Complete the District Program Plan in Cityspan which follows the suggested CDE Program Plan template provided by the SDCOE
- Participate in SDCOE CQGrowth Meetings to discuss planning and goal setting

Quarter 3-4

- Based on results of the CQGrowth Meeting, District will be asked to complete additional information related to program quality. This may include:
 - District communication map
 - District mission, vision, purpose
 - Distribution of Stakeholder Surveys (student, parent, administrator, teacher)
 - 23-24 District goals for program sites
- Participate in a Data Review Meeting with the SDCOE prior to May 31, 2023 to include:
 - Program site review of available data
 - Discussion of survey results
 - Identification of preliminary goals for 2024-2025 school year
 - Completion of the SDCOE FPM Self-Assessment tool

Student Reimbursement Rate, Payment, and Program Expenditure Guidelines

1. District will distribute allocated funds to participating schools and ensure fiscal accountability in accordance with *EDC* Sections 8482-8484.65. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide

for a rate of \$10.18 per student per day for PM (ASES) reimbursement and a rate of \$6.78 per student per day for AM (Before School) reimbursement.

2. District will allow participation of any student of a participating school regardless of their ability to pay, subject to program capacity. [*EDC* Section 8482.6; Assurance 12 of ASES Grant Award Assurances]
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the SDCOE in accordance with *EDC* Section 8483.8.
4. District will ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code.
5. Failure to comply with *EDC* Sections 8483.7(a)(1)(B)(i) and 8483.7(a)(1)(C)(ii) may result in an adjustment of the ASES grant award during the current fiscal year or in subsequent years of the grant.

Federal Program Monitoring and Annual Program Audit Guidelines.

1. District assumes all fiscal accountability and oversight for program sites and district expenses and will follow all fiscal and auditing standards required by *EDC* Sections 8482.3(f)(5); 8484.8(b)(3)(4); Assurance 28 of ASES Grant Award Assurances.
2. District will provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per *EDC* Sections 8482-8484.65 and the 2023-24 Guide for Annual Audits of California K-12 Local Education Agencies and State Compliance Reporting
3. District will participate in Federal Program Monitoring (FPM) training as conducted by the SDCOE.

Budget Restrictions

1. No more than 15% of grant funding may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate). [*EDC* Sections 8483.9(b) and 8483.9(a)(2); Assurances 39 and 40 of ASES Grant Award Assurances]
2. Each grantee must expend at least 85% of grant funding directly for pupils. Cost of a program site supervisor may be included as direct services, provided that at least 85% of the site supervisor's time is spent at the program site. [*EDC* Section 8483.9(c); Assurance 41 of ASES Grant Award Assurances]
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program. District is required to submit the 33% Match/In-Kind for FY 2023-24 (based on actual expenditures) via the Cityspan Web-based Attendance and Fiscal Management System by October 31, 2024. No more than 25% of the required local contribution can be facilities or space usage. State categorical funds cannot be used to meet this match requirement

[*EDC* Sections 8483.7(a)(6) and 8433.75(a)(4); Assurances 37 and 38 of ASES Grant Award Assurances]

4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service. State categorical funds for remedial education activities cannot be used for local match. [*EDC* Sections 8483.7(7)(B)(b) and 8483.75(5)(B)(b); Assurance 35 of ASES Grant Award Assurances]
5. The District maintains a running inventory record for each piece of equipment, with a total acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, the District must conduct a physical check of the inventory of equipment, at least, every two years and reconcile with inventory records (34 CFR 80.32(d)(2)). District will also be required to report all Inventory Items via the Cityspan Web-based Attendance and Fiscal Management System by October 31, 2024. [*EDC* Section 35168]
6. The record describes the acquisition by:
 - a. Type
 - b. Model
 - c. Serial number
 - d. Funding source
 - e. Acquisition date
 - f. Cost
 - g. Location
 - h. Current condition
 - i. Transfer, replacement, or disposition of obsolete or unusable equipment [*EDC* Section 35168; 5 CCR 3946; 34 CFR 80.32(d) (I)]
7. District must follow all fiscal and auditing standards required. [*EDC* Sections 8482.3(f)(5); 8484.8(b)(3); 8484.8(b)(4)] District can be required to provide copies of the following documents to SDCOE:
 - Before and after school ASES Program (EXLP) contracts – for ASES subcontracts to provider agencies that operate Before and/or After school ASES Programs.
 - EXLP duty statements and/or job descriptions that are related to the cost that are associated with operating the EXLP.
 - EXLP line item budgets.
 - EXLP time accounting, including time accounting methods.
8. The District will be required to submit the 2023-24 85/15 report via the Cityspan Web-Based Attendance and Fiscal Management System no later than October 31, 2024. NOTE: For Program Sites utilizing subcontracted providers, District is responsible and has direct oversight of subcontractor expenses to ensure compliance with 85/15 requirements. SDCOE shall provide a subcontracted services 85/15 template to be completed by subcontracted providers and incorporated by the District into site-level and District 85/15 reports.
9. District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 (tax included) or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the

awarding agency. The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR)*, Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

Additional ASES Program Operation Requirements

1. Any ASES family fees must be in alignment with EDC Section 8482.6 and ASES Grant Award Assurance 13, specifically “Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.
2. Provide an afterschool snack/meal or before school meal that conforms to nutrition standards as established by the U.S. Department of Agriculture. It is the intent of the Legislature that ASES programs seek to qualify program sites as approved distribution sites for federally funded after school snacks or meals rather than using core operating funds. [EDC Sections 8483.1(c); 8483.3(c)(8); 8483.95; Assurance 3 of ASES Grant Award Assurances]
3. Provide a safe physical and emotional environment, opportunities for relationship building, and promote active student engagement. [Assurance 23 of ASES Grant Award Assurances]
4. Provide opportunities for physical activity. [EDC Section 8483.3(c)(7); Assurance 27 of ASES Grant Award Assurances]
5. If the site is not located on a school campus, it must align the educational and literacy component of the program with the regular school program. Offsite programs will not be approved unless safe transportation is provided by the District or designee. [EDC Section 8484.6; Assurances 14 and 15 of ASES Grant Award Assurances]
6. Programs may be conducted on the grounds of a community park, recreational facility, or other site approved by the California Department of Education upon approval [EDC Section 8484.6(a); Assurance 43 of ASES Grant Award Assurances]
7. Provide notices, reports, statements, and records sent to parents in any primary language other than English if more than 15 percent speak a single primary language other than English. [EDC Section 48985(a); Assurance 45 of ASES Grant Award Assurances]
8. Communicate and collaborate with the regular school day program and other expanded learning opportunities. [Assurance 25 of ASES Grant Award Assurances]
9. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
10. Notify the SDCOE in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
11. Host scheduled technical assistance site visits conducted by staff from the SDCOE and the Children’s Initiative.

12. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.

As the official Grantee of Record, the SDCOE will provide the following:

1. In coordination with the District, inform statewide ASES efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and Afterschool ASES Programs.
2. In coordination with the District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations, and the private sector in ASES issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the District, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations, and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare quarterly, semi-annual, and annual progress reports and submit to CDE by the required deadlines. [Assurance 8 of ASES Grant Award Assurances]
10. Provide funding notification and payment distribution to Districts in a timely manner.
11. Ensure that SDCOE program goals, as described in the Program Plan submitted as part of the ASES grant application, are met efficiently and effectively through annual review of program goals through CQGrowth processes at the SDCOE, District, and site-level. Documentation of review shall be monitored by the California Department of Education as part of its onsite monitoring process [Assurance 9 and 10 of ASES Grant Award Assurances]
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
14. Convene, in coordination with the District, meetings of ASES stakeholders, as necessary.
15. Coordinate any publicity, press releases or media coverage of programs with the District prior to release and distribution.
16. Ensure that all staff positions, project materials, or services funded with the 3% consortium fee directly provide and serve the SDCOE's ASES funded before and after school programs.
17. Provide training and technical assistance to Districts in San Diego County in excess of

those provided through the System of Support for Expanded Learning and the Children's Initiative. [Assurance 24 of ASES Grant Award Assurances]

18. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members and participating districts.
19. Ensure consortium-wide program evaluation and the preparation of California Department of Education required evaluation reports.
20. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products, and support.
21. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting ASES programs.
22. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education, and document upload to the CDE Compliance Monitoring Tool (CMT).

B. TERMS AND CONDITIONS OF GRANT AWARD

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program.
2. District will make reports to the SDCOE as necessary to enable the SDCOE to perform its duties and will maintain such records and provide access to those records as the SDCOE deems necessary. The District shall maintain such records for at least five (5) years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of *EDC* Sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. The grantee shall use these funds in accordance with the approved application.
6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the SDCOE shall reduce any subsequent allocations by the amount equal to the overpayment [*EDC* Section 8483.8]
7. If an ASES program site stops program operations, the SDCOE will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required.

9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY NOVEMBER 15, 2024 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE ADJUSTMENT OF ANY SUBSEQUENT YEARS' GRANT (S).**
10. District shall comply with the General Conditions and District Assurances specified in this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

**CDE GRANT NO. 37-24239-10371-EZ FY 23/24: PCA: 24239
VENDOR NO. 10371: SUFFIX NO. EZ**

2. TERM OF AGREEMENT

According to the terms of the ASES Program (ASES) grant, this Agreement shall be effective from the period commencing July 1, 2023, and ending September 30, 2024, unless sooner terminated by the SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, the District shall return to the SDCOE any and all equipment, documents or materials and all copies made thereof which the District received from the SDCOE or produced for the SDCOE for the purposes of this Agreement.

3. TERMINATION

This agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to the District. During said thirty-day period the District shall continue services in accordance with this Agreement. The District shall submit a final expenditure report within 60 days of termination and, upon approval by the SDCOE, the SDCOE shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

The SDCOE may, by written notice to the District, terminate this agreement in whole or in part at any time because of the failure of the District to fulfill its contractual obligations as outlined in this Agreement. Upon receipt of such notice, District shall:

- a) Immediately discontinue all services affected (unless the notice directs otherwise) and

- b) Deliver to the SDCOE all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by the District of such notice.

If the termination is due to the failure of the District to fulfill its contractual obligations, SDCOE may take over the services, and complete the services by contract or otherwise. In such a case, the District shall be liable to the SDCOE for any reasonable costs or damages occasioned to SDCOE thereby.

4. COMPENSATION AND REIMBURSEMENT

The After School Education and Safety Programs (ASES) are considered direct grants and CDE shall pay grantees (SDCOE) according to the following schedule authorized in *EDC* Section 8482.4:

“The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met.”

The SDCOE will retain 3% of grant funds for Countywide program coordination, technical assistance, and program support, as agreed herein and this should not be reported in the district expenditure report.

Program funds will be dispersed to the District based on the reimbursement schedule cited above in *EC* Section 8482.4. The District’s annual ASES allocation(s) shall not exceed **\$1,055,308.99**.

District will ONLY report expenditures up to **\$1,023,649.72** (97% less 3% SDCOE Administrative fee of \$31,659.27) and will receive up to a total of \$1,023,649.72 if the district expends all their grant allocation and is in compliance with all grant requirements. NOTE: Expenditures should align with attendance collected. District must ensure fiscal accountability based on actual program attendance and expenses.

GRANT AMOUNTS MAY BE ADJUSTED by the CDE at any time for the following reasons:

- Non-operation of program
- Non-operation of a funded grant component
- District’s inability to expend the total grant award by the September 30, 2024 final expenditure deadline
- Audit Findings or Program Compliance issues

NOTE: A reduction of grant award or repayment of expended ASES funding due to any of the conditions listed above WILL BE PAID BY DISTRICT.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

5. CONFIDENTIAL RELATIONSHIP

SDCOE may from time to time communicate to the District certain information to enable the District to effectively perform the services. District shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. District shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of District, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of District without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to District by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

District shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, the District shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. PUBLIC RECORDS ACT

District acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 7920.000 et seq. The SDCOE acknowledges that the District may submit information that the District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). District acknowledges that the SDCOE may submit to the District information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address and email listed within the notices section of this Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. OWNERSHIP OF DOCUMENTS

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by the District upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; District's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the District will remain the exclusive property of the District.

8. FUND AVAILABILITY

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of the District. In the event the funds are not available by operation of law or budget determination, the SDCOE shall have the exclusive right to withhold funding.

9. DATA PRIVACY AND PROTECTION

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by the District pursuant to this Agreement will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District's records.

The District will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The District certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility

- all server systems have been hardened with industry standard recommended measures for security protection

The District will notify the SDCOE within 24 hours of the District discovering an unauthorized access or disclosure of SDCOE data.

The District and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. NO ASSIGNMENTS

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which the SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. AUDIT

District agrees to maintain and preserve until five (5) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. INDEPENDENT DISTRICT

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent District and not as an officer, agent, or employee of the SDCOE. Except as the SDCOE may specify in writing, District shall have no authority, express or implied, to act on behalf of the SDCOE in any capacity whatsoever as an agent. District shall have no authority, express or implied, to bind the SDCOE to any obligation whatsoever.

13. INSURANCE REQUIREMENTS

The District shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability	\$1,000,000
Bodily Injury and	Amount
Comprehensive form - Property Damage	

Products/Completed
Operations

Auto Liability	\$1,000,000/\$300,000
Bodily Injury and Comprehensive form - Property Damage Owned, Non-owned Hired Combined	Amount

The District shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

14. WORKERS' COMPENSATION

The District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file on District letterhead stationery with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

15. TUBERCULOSIS CLEARANCE

District shall certify in writing that District's employees, volunteers, and subcontractors receive clearance for TB. In such cases where the District does not have in-person contact with students, the District shall not be required to obtain TB clearance.

16. PUPIL SAFETY / SCHOOL SAFETY ACT

California Education Code Sections 33192, 33195, and 45125 et al., provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice. The District shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE Expanded Learning Director has determined that contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required by the District. No work may take place until the requirements of Education Code section 45125.1 have been met.

17. INDEMNIFICATION

To the fullest extent allowable by law, District agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including District, that arise out of, pertain to, or relate to the District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at District's expense, subject to District's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

18. TOBACCO-FREE FACILITY

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

19. NOTICES

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

SDCOE: Liza Flowers
Director, Expanded Learning
800 National City Boulevard
National City, CA 91950
858-298-2079
liza.flowers@sdcoe.net

With copy to: Deputy Superintendent/Chief Business Officer
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

DISTRICT: Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Rd.
San Diego, CA 92173
619-428-4776 ext. 3004
marilyn.adrianzen@sysdschools.org

20. AMENDMENT

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the District.

21. GOVERNING LAW/VENUE

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

22. MEDIATION

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

23. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, wages, hours, and conditions of employment, including non-discrimination requirements.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, the District and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

24. DEBARMENT, SUSPENSION OR INELIGIBILITY CLAUSE

By signing this Agreement, the District certifies that the District, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;

ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. District certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. AUTHORIZATION TO PERFORM SERVICES

District is not authorized to perform services or incur costs under this agreement until executed by both the District and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

26. COUNTERPARTS

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

27. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

By signing this Memorandum of Agreement below, I certify that I have the authority to sign on behalf of the **San Ysidro Elementary**. I also certify that we have read this Memorandum of Agreement in its entirety, including all California Education Code citations and ASES Grant Award Assurances, as provided.

Initial: _____

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

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

SAN YSIDRO ELEMENTARY

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Marilyn Adrianzen
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Chief Business Official
Title

Date

Date

Board approved: _____

EXHIBIT A
Funding Status Per School



2023-2024

Grant Definition	Grant Number	CDS Code	District	School Name	Components	Amount Awarded
ASES (231)	37-24239-10371-EZ	37683796089007	San Ysidro Elementary	La Mirada Elementary	After School Base	\$152,612.13
ASES (231)	37-24239-10371-EZ	37683796089007	San Ysidro Elementary	La Mirada Elementary	Before School Base	\$20,273.86
ASES (231)	37-24239-10371-EZ	37683796089007	San Ysidro Elementary	La Mirada Elementary	Before School Supplemental	\$2,207.25
ASES (231)	37-24239-10371-EZ	37683796119341	San Ysidro Elementary	Ocean View Hills	After School Base	\$154,151.79
ASES (231)	37-24239-10371-EZ	37683796119341	San Ysidro Elementary	Ocean View Hills	Before School Base	\$14,074.23
ASES (231)	37-24239-10371-EZ	37683796119341	San Ysidro Elementary	Ocean View Hills	Before School Supplemental	\$1,600.50
ASES (231)	37-24239-10371-EZ	37683796098453	San Ysidro Elementary	San Ysidro Middle	After School Base	\$51,280.27
ASES (231)	37-24239-10371-EZ	37683796098453	San Ysidro Elementary	San Ysidro Middle	Before School Base	\$5,632.54
ASES (231)	37-24239-10371-EZ	37683796085146	San Ysidro Elementary	Smythe Elementary	After School Base	\$152,612.13
ASES (231)	37-24239-10371-EZ	37683796085146	San Ysidro Elementary	Smythe Elementary	Before School Base	\$23,868.53
ASES (231)	37-24239-10371-EZ	37683796085146	San Ysidro Elementary	Smythe Elementary	Before School Supplemental	\$1,089.97
ASES (231)	37-24239-10371-EZ	37683796093264	San Ysidro Elementary	Sunset Elementary	After School Base	\$152,612.13
ASES (231)	37-24239-10371-EZ	37683796093264	San Ysidro Elementary	Sunset Elementary	Before School Base	\$29,797.39
ASES (231)	37-24239-10371-EZ	37683790137737	San Ysidro Elementary	Vista Del Mar	After School Base	\$89,454.36
ASES (231)	37-24239-10371-EZ	37683790137737	San Ysidro Elementary	Vista Del Mar	Before School Base	\$14,074.23
ASES (231)	37-24239-10371-EZ	37683790137737	San Ysidro Elementary	Vista Del Mar	Before School Supplemental	\$249.78
ASES (231)	37-24239-10371-EZ	37683790123000	San Ysidro Elementary	Willow Elementary	After School Base	\$152,612.13
ASES (231)	37-24239-10371-EZ	37683790123000	San Ysidro Elementary	Willow Elementary	Before School Base	\$36,138.55
ASES (231)	37-24239-10371-EZ	37683790123000	San Ysidro Elementary	Willow Elementary	Before School Supplemental	\$967.22
					Total	\$1,055,308.99
					Admin Fee	\$31,659.27
					Grant Amount, Less 3%	\$1,023,649.72

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: AGREEMENT WITH VISTA HIGHER LEARNING FOR 2024-25

BACKGROUND INFORMATION:

The focus of Vista Higher Learning’s is to develop print and digital solutions that meet the needs of all language learners – those learning a new language, improving a second language, or perfecting their native language.

The current Spanish curriculum was adopted in 2008 and it has become obsolete. For this reason, Educational Services is requesting approval to enter into a 6-year agreement with Vista Higher Learning to implement the Senderos 2023 Spanish program at San Ysidro Middle School. Term: 2024-25

This agreement includes the following:

- Senderos 2023 Level 1 & 2 Student Edition + Prime Online Access
- Senderos 2023 Level 1 & 2 Practice workbooks
- Senderos 2023 Level 1 & 2 Teacher Resource Boxes
- Professional Development

RECOMMENDATION:

Approve the agreement with Vista Higher Learning for the purchase and implementation of the Senderos 2023 Spanish curriculum for San Ysidro Middle School at the total cost of \$34,219.02 from the Lottery fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. Actions 1.14 & 1.15

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$34,219.02
(Amount)

Lottery Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



COST PROPOSAL

Quote Prepared On January 16, 2024
 Quote Valid Through October 15, 2024
 Quote No. 2401143902
 Version No. 1

Prepared For
Adriana Aguilar 4350 Otay Mesa Rd San Ysidro, CA 92173

Prepared By
Steve Santoro ssantoro@vistahigherlearning.com (617) 728-9359 Vista Higher Learning 500 Boylston St, Suite 620 Boston, MA 02116-3736

Senderos 2023					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
32	978-1-54338-469-7	Senderos 2023 Level 1 Student Edition (Hardcover) + PRIME Online Access (7 year license)	\$241.95	\$7,742.40	\$7,742.40
224	978-1-54335-791-2	Senderos 2023 Level 1 Practice Workbook (7 years)	\$35.95	\$8,052.80	\$8,052.80
1	978-1-54337-954-9	Senderos 2023 Level 1 Teacher Resource Box	\$451.95	\$451.95	\$451.95
32	978-1-54338-478-9	Senderos 2023 Level 2 Student Edition (Hardcover) + PRIME Online Access (7 year license)	\$241.95	\$7,742.40	\$7,742.40
224	978-1-54335-805-6	Senderos 2023 Level 2 Practice Workbook (7 years)	\$35.95	\$8,052.80	\$8,052.80
1	978-1-54337-957-0	Senderos 2023 Level 2 Teacher Resource Box	\$451.95	\$451.95	\$451.95

Professional Development					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
1	TRNG006	Professional Development WL Product Training: In-person (3 hours)	\$2,000.00	\$2,000.00	\$0.00

Total Value	\$34,494.30
Total Gratis	\$2,000.00
Total Cost	\$32,494.30
Est. Shipping (5%)	\$1,724.72
Est. Grand Total Cost	\$34,219.02

Ordering Instructions

SYSD Board approved: _____

 Marilyn Adrianzen, CBO

Date _____



COST PROPOSAL

Quote Prepared On January 16, 2024

Quote Valid Through October 15, 2024

Quote No. 2401143902

Version No. 1

- Purchase Orders will be processed upon receipt and will be invoiced for the full “Total Cost” amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the “Est. Shipping” amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
 - A copy of this Quote
 - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

Vista Higher Learning

500 Boylston Street, Suite 620

Boston, MA 02116

Email: orders@vistahigherlearning.com

Phone: (800) 269-6311, option 3

Fax: (617) 426-5215

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- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
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- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business!



COST PROPOSAL

Quote Prepared On January 16, 2024

Quote Valid Through October 15, 2024

Quote No. 2401143902

Version No. 1

Terms of Use

Vista Higher Learning Terms of Use

Please note that these Terms of Use have changed effective March 15, 2018.

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RULES FOR THE AMERICAN ARBITRATION ASSOCIATION ARE AVAILABLE AT: <https://www.adr.org>.

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Severability. If any part of these Terms of Use, or the application thereof to any person or circumstance, is for any reason held invalid or unenforceable, it shall be deemed severable and the validity of the remainder of these Terms of Use or the applications of such provision to other persons or circumstances shall not be affected thereby.

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Last Modified March 15, 2018

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

Informational
 Action

AGENDA ITEM: AGREEMENT WITH DANNIS WOLIVER KELLEY FOR 2024-2026

BACKGROUND INFORMATION:

The District desires to retain Dannis Woliver Kelley (DWK), a professional corporation to represent, advise, and counsel the District from July 1, 2024, through June 30, 2026, and continuing thereafter as approved. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

The cost implications are based on the hourly rates indicated below:

Shareholder Emeritus	\$395 - \$475/hour
Shareholders and Of Counsel	\$265 - \$395/hour
Special Counsel	\$245 - \$315/hour
Associates	\$195 - \$275/hour
Law Clerks	\$130 - \$195/hour
Paralegals	\$130 - \$210/hour
Gregory J. Dannis	\$485/hour
Other fees and expenses may apply	Refer to agreement for rates

RECOMMENDATION:

Approve the agreement with Dannis Woliver Kelley to provide Professional Services during 2024-2026. Cost implications will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

Per Rates
on Agreement
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on April 25, 2024, by and between the San Ysidro School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2024, through and including June 30, 2026, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of governing board action approving this Agreement are hereby ratified by said governing board approval.

Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice. Nothing in this Agreement and nothing in Attorney's statements to District should be construed as a promise or guarantee about the outcome of any matter.

DISTRICT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney at the following hourly rates: three hundred ninety-five dollars (\$395) to four hundred seventy-five dollars (\$475) for Shareholder Emeritus; two hundred sixty-five dollars (\$265) to three hundred ninety-five dollars (\$395) for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred fifteen dollars (\$315) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred seventy-five dollars (\$275) for Associates; one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) for Law Clerks; and one hundred thirty dollars (\$130) to two hundred ten dollars (\$210) per hour for Paralegals. Rates for individual attorneys and paralegals may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services to be provided with the exception of Greg Dannis whose hourly rate shall be \$485.

Agreements for fees for legal services at other than the hourly rates set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to District and shall apply to all services rendered after such notice is given.

Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for a District matter, or while attending meetings with or for District, it may be necessary for Attorney to concurrently work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research and electronic record review platforms (i.e.,

Westlaw, e-discovery). District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified. Any discount received on such services is passed along to District by Attorney.

District further agrees to pay third parties, indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. District will reimburse Attorney for such costs or may, upon agreement of District and Attorney, advance payment to Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

ARBITRATION OF FEE DISPUTE. In order to avoid litigation in the event of any dispute concerning billings, it is agreed that any such dispute shall be submitted exclusively to binding arbitration before the American Arbitration Association. The arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of California. You acknowledge that by agreeing to arbitration, you are giving up the right to a jury trial. Judgement on any arbitration award may be entered by any court of competent jurisdiction.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will comply with any applicable fingerprinting, background check, vaccine, or testing requirements.

CONSENT TO USE OF ELECTRONIC COMMUNICATION AND CLOUD SERVICES. To provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using electronic communication services. Because electronic communication continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such use of electronic communication services with District and District's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services.

FILE RETENTION. Attorney will retain files related to representation of District for a minimum period of seven (7) years after the conclusion of the Attorney's services for District. During this period, Attorney may retain such files exclusively in digital format and may destroy original paper documents provided by the District after they are digitized unless requested by the District to return the originals. At the expiration of the seven (7)-

year period, Attorney may destroy such files, including paper or digital copies, unless District notifies Attorney in writing that District wishes to take possession of them. Attorney agrees to provide a digital copy of all files related to representation of District upon District's request, excluding Attorney's internal files (e.g., administrative records and attorney work product, including drafts, notes, internal memoranda, and research prepared for Attorney's internal use) which are the Attorney's property.

PRIVACY NOTICE OF COLLECTION OF PERSONAL INFORMATION. Attorney respects the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes the District's rights as a consumer under applicable law, is accessible on Attorney's website at <https://www.dwkesq.com/ccpa/>. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the agreement below confirms that District has read or will read Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District should email Attorney at DataSecurity@dwkesq.com.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SAN YSIDRO SCHOOL DISTRICT

Gina Potter, Ed.D.
Superintendent

Date
Board approved: 05-23-24

DANNIS WOLIVER KELLEY



Amy E. Rogers
Attorney at Law

04/25/2024
Date

At its public meeting of _____, 2024, the District's governing board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** May 23, 2024

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

AGENDA ITEM: AGREEMENT WITH OPTIMIZON

BACKGROUND INFORMATION:

Optimizon is a professional services firm that helps create, execute, and manage ideal contracts for copier and printer fleets. They help education and government organizations save time and money on copiers, printers, and Managed Print Services.

On June 8, 2023, the Governing Board approved the agreement with Optimizon to provide Print Management Advisory services to conduct an online bidding process for the District’s copier and printer fleet. They provided implementation support services, prepared the order details, and coordinated support for the new and old devices.

The District would like to continue with Optimizon’s management support services for the copier/printer equipment. Term: May 17, 2024 to June 30, 2025.

RECOMMENDATION:

Approve the agreement with Optimizon for continued management support services of the District’s copier and printer fleet at a monthly rate of \$1,250.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal New Amendment Ratify Other

Financial Implications? Are funds for this item available in the 2023-2024 Budget? Requisition #
 Yes No Yes No

MONTHLY RATE
 (Name of funding source and/or location)
(Amount)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 24th day of May, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Davis Consulting Corporation, dba Optimizon
Company/Consultant

(208) 389-1100 / (208) 371-1719 direct
Telephone Number

1655 W Fairview Ave, Ste 201, Boise, ID 83702
Address

www.optimizon.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: May 17, 2024 To June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

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2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

SAN YSIDRO SCHOOL DISTRICT

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If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____.**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	
Name:	Hannah Recla
Title:	CEO
Address:	1655 W Fairview Ave, Ste 201
City/State/Zip Code:	Boise, ID 83702
Telephone:	(208) 389-1100 / (208) 371-1719 direct
Email:	hrecla@optimizon.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	SYSD Contact
Title:	Chief Business Official	Araceli Felix, Buyer
Address:	4350 Otay Mesa Road	(619) 428-4476 x3002
City/State/Zip code:	San Ysidro, CA 92173	Araceli.felix@sysdschools.org
Telephone:	(619) 428-4476	
Email:	Marilyn.adrianzen@sysdschools.org	

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

DISTRICT

Davis Consulting Corporation, dba Optimizon

San Ysidro School District

Firm Name

Firm Name



Signature of Authorized Agent

Signature

Hannah Recla, CEO

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Print Name, Title

5/2/2024

Date:

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

_____ (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____ (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____ (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

Scope of Work

Prepared for:

San Ysidro School District

Management Support Service

April 12, 2024



OPTIMIZON

PO Box 992 / Boise, ID 83701

Prepared by:

Hannah Recla

Scope of Work

<i>CLIENT Name</i>	San Ysidro School District
<i>CLIENT's Administrator</i>	Marilyn Adrianzen, Chief Business Official
<i>Project Name</i>	Management Support Service
<i>Begin Date / End Date</i>	May 17, 2024 / June 30, 2025
<i>Components</i>	<input checked="" type="checkbox"/> All multifunction copier/printer/scanner devices <input checked="" type="checkbox"/> All printers

THIS AGREEMENT is entered into on this 24th day of May, 2024, by and between **OPTIMIZON** and **SAN YSIDRO SCHOOL DISTRICT** (hereinafter "Client"). This Agreement defines the services of Optimizon to be provided.

Section 1 – Management Support Service

Description

1. VENDOR SERVICE MONITORING

- A. Optimizon will collect service history data performed by vendor from Vendor on a monthly basis.
- B. Optimizon will monitor and evaluate each service call performed by Vendor or service provider for completeness and adherence to manufacturer specifications.
- C. Optimizon will review response times on a quarterly basis and provide Client with an update regarding whether or not the vendor is meeting the guaranteed response times. If the vendor has had response times that exceed the maximum guaranteed response time, Optimizon will email the service manager and ask that they review the late responses with their technicians and make sure the technicians are aware of the expectation. When applicable, Optimizon will work with the vendor on Client's behalf to have the Vendor issue a credit for the late response time damages.
- D. Optimizon will identify any service call that does not meet manufacturers' specifications and inform Client and Client's vendor or service provider that additional service is required.
 - i. In the event that a device malfunctions and will not perform to Client's specifications, Optimizon will assist Client by acting as Client's Agent during negotiation with the vendor and/or service provider to bring a swift, permanent, and satisfactory resolution to the on-going problem.
 - ii. Devices covered under a vendor performance agreement will be replaced as per the Terms and Conditions of Client's contract with vendor or service provider.

2. INVOICE VALIDATION

- A. Optimizon will monitor all charges for equipment, leases, service, and supplies for each device enrolled into the Fleet Management System.
- B. Optimizon will compare all invoices to contract terms and clear correct invoices for payment by Client.
- C. Optimizon will bring incorrect invoices to vendor or service provider's attention for correction and work with vendor to correct any invoicing errors. When the vendor has submitted correct invoices, Optimizon will clear the invoice for payment by Client.

3. CONTRACT MONITORING

- A. Optimizon will monitor all equipment and service contracts.
- B. Optimizon will review coverage of each equipment and service contract in force, to ensure these contracts meet the current requirements of the Client.
- C. If applicable, and when in the best interest of the Client, contract terms require re-negotiation, (such as in a renewal of a contract) Optimizon will re-negotiate equipment and service contracts that will be consistent with and within the bounds and scope of the original bid.
- D. Optimizon will assist Client in the negotiation of end of lease terms with Client's leasing company.
- E. Optimizon will also provide assistance to the Client in the return of leased equipment to the lease company at the end of the lease term.

4. USAGE MONITORING

- A. Optimizon will collect usage data on each machine on a monthly basis utilizing software tools provided by vendor to monitor the current usage of each device and compare usage to identifiable volume trends. This will assist Client in the management of devices to ensure the fleet is being utilized in the most cost effective and productive manner possible.
- B. Optimizon will monitor the vendor's automated supply replenishment program (if applicable) and work with the vendor and key operators on a regular basis to address issues with the system and to help the key operators get supplies in a timely manner.

5. COST PROJECTIONS FOR BUDGETING

- A. Each year, Optimizon will prepare cost projections for the upcoming fiscal year so that Client can accurately estimate the costs for purchase orders. The cost projections will be provided on a spreadsheet that includes the site and location of each device so that Client may share site-specific cost projections with each site as needed.

6. DATA ANALYSIS

- A. Optimizon will analyze all data in the areas of Volume Balancing, Usage, Deployment, Performance, and Pricing.
- B. The Deployment evaluation will include device benchmarking and right-sizing and include a comparison of current equipment capabilities to current job requirements.
- C. Optimizon will analyze the reliability and overall production capacity being realized by each device.
- D. Optimizon will analyze each vendor's performance and evaluate vendor responsiveness to the Client's current contract terms. In addition, Optimizon will analyze the vendor's service history performance comparing past performance to manufacturers' specifications.
- E. The Pricing evaluation will include assessing the accuracy of invoicing compared to current contracts and an overview of total costs compared to current market conditions.
- F. Optimizon will assist Client in establishing Target Volumes for each device and will review and update the Target Volumes as necessary.

7. REPORTING

Web-based Fleet Management System: Optimizon will grant Client non-transferable license to Optimizon's web-based Fleet Management System. Except for routine maintenance of the system, Client designated personnel will be granted access to the system, twenty-four (24) hours per day, seven (7) days a week. Optimizon will not grant access to vendors, service providers, or any third party, as all information contained will be considered proprietary and confidential. Client understands that the information contained in the web-based Fleet Management System could be used by vendors, service providers, or any third party to serve their best interests rather than Client's best interests and Client agrees not to grant access to vendors, service providers, or any third party, as all information contained will be considered proprietary and confidential.

The web-based Fleet Management System will include:

- Key Indicator Reports for Cost, Volume, Performance, and Utilization.
- Asset List that includes Make, Model, Serial Number, vendor ID Number, Physical Location, Contract Details, Usage, Performance, Average Monthly Cost

- Contract List that includes details for all current Contracts
- Supplier List that includes contact information for all current Suppliers
- Detailed reports for each device enrolled that include Contract Information, Usage Trends, Performance Data (including service calls, supplier response times, and parts replacement), and Utilization trends

Executive Summary: A report will be delivered annually. Along with access to the web-based Fleet Management System reporting tools and the Fleet Report, Optimizon will provide Client with an Executive Summary of the Fleet Management once per year. The Executive Summary will include:

- A summary of the Volume Balancing, Usage, Deployment, Performance, and Pricing, including the Benchmark and each subsequent year of data from the start of the Fleet Management System services
- Recommendations related to any device that may need Client’s attention to correct unresolved issues with vendors and service providers
- A summary of any invoice-related savings that have been achieved over the past 12 months

Client Responsibilities

As part of this agreement, Client promises and agrees to assign and provide contact information for a person or persons who will be responsible to deliver the following information to Optimizon:

- Change of billing address letters notifying vendors to begin sending invoices to Optimizon via email
- For each machine
 - key-operator contact information
 - timely notification of any changes that occur during the term of this agreement
- (Optional) Service Call information (as your vendor provides routine and emergency service during the term of this Agreement) communicated electronically using a form provided by Optimizon for each machine during the term of this contract. Client further agrees to provide such service call information within eight (8) business hours of the service call.
- Letter(s) of authorization addressed to your service provider(s) giving Optimizon the authority to request and receive service information for the duration of this Agreement as specified herein.

Authorization to Negotiate

Client hereby authorizes and grants to Optimizon its authorization to communicate with vendors for the purposes of gathering data related to the fleet and to inform vendors on Client’s behalf of any problems with equipment, service, or billing invoices. Client shall prepare and distribute to Optimizon and its vendors a letter of authorization that shall evidence Optimizon’s ability to gather data and communicate with vendors on the Client’s behalf. Client shall designate personnel within Client’s business organization who shall be responsible for communications with Optimizon, and who shall be authorized to release information to Optimizon.

Section 2 – Fees, Payment Schedule & Warranty

Fees

Management Support Service: \$1,250 per month

Will be prorated as needed for partial month(s).

Payment Terms

Client will pay Optimizon a late fee of 1.5% for any past due payment.

Hourly Rate

The services provide support for all anticipated aspects of the project, as outlined herein. In the unexpected event that additional support is requested by Client, a change order will be executed by both parties and Optimizon will bill at a rate not to exceed \$250.00 per hour for activities not agreed to in this Scope of Work.

Engagement Related Expenses

The services are designed to be provided remotely. Should there be any unexpected Client-driven requirement for an Optimizon employee to be onsite at a Client location, a change order will be executed by both parties and Client will reimburse Optimizon on an incurred basis, within 30 days of Client's receipt of invoice, for the following out-of-pocket travel expenses of Optimizon directly related to its efforts under this Scope of Work:

- Coach class airfare
- Hotel or other lodging and meals
- Rental car or taxi

Warranty

The services provided hereunder shall be performed in a professional, timely, and workmanlike manner and in accordance with the applicable Description of Services and with the terms of this Agreement.

Confidentiality

Optimizon Personnel shall hold all Client related information in total confidence. Client confidential information includes but is not limited to Client's physical operations, financial operations, and customer, vendor, and market data. The reach of the confidentiality, exercised by Optimizon, extends to but is not limited to all of Client's market and business associations.

Acceptance and Authorization

Client represents and warrants that Client hereto is duly authorized as the agent to represent Client and to enter into this Agreement, and that Client is bound by the terms and conditions of this Agreement. The signatory hereby acknowledges that he has read and understands this Agreement and has received a copy of it.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Scope of Work, under seal.

San Ysidro School District

Optimizon

Marilyn Adrianzen

Hannah Recla

Full name

Full name

Chief Business Official

CEO

Title

Title

Signature

Signature



Date

5/2/2024

Date

PO Number

Board approved: 05-23-24

Scope of Work

Prepared for:

San Ysidro School District

Management Support Service

April 12, 2024



OPTIMIZON

PO Box 992 / Boise, ID 83701

Prepared by:

Hannah Recla

Scope of Work

<i>CLIENT Name</i>	San Ysidro School District
<i>CLIENT's Administrator</i>	Marilyn Adrianzen, Chief Business Official
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<i>Begin Date / End Date</i>	May 17, 2024 / June 30, 2025
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- Hotel or other lodging and meals
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Warranty

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Acceptance and Authorization

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IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Scope of Work, under seal.

San Ysidro School District

Optimizon

Hannah Recla

Full name

Full name

Title

CEO

Title

Signature

Signature



Date

5/2/2024

Date

PO Number

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: AGREEMENT WITH EMILY N. STEWART CONSULTING

BACKGROUND INFORMATION:

Educational Services is requesting approval to enter into a services agreement with Emily N. Stewart Consulting to provide professional learning sessions to Transitional Kindergarten, Kindergarten, 1st, and 2nd grade teachers during the 2024-25 school year.

All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency’s needs are being met. Further, all training sessions will be aligned to the CA Preschool Learning Foundation and Curriculum Frameworks. Training sessions will include handouts, giveaways, and training materials.

Services to be provided:

- **For Transitional Kindergarten:** There will be a total of ten professional learning sessions and ten Environment & Curriculum Instructional Coaching sessions for each TK teacher.
- **For Kindergarten, 1st, and 2nd Grade:** Six Planning and Alignment days with the focus on building conceptual math development, alignment to new math frameworks and shared math practices.

Cost implications include \$52,000.00 for Transitional Kindergarten teachers and 21,000.00 for kindergarten through 2nd grade teachers for a total of \$73,000.00.

RECOMMENDATION:

Approve the agreement with Emily N. Stewart Consulting to provide professional learning services for teachers in Transitional Kindergarten through second grades during the 2024-25 school year for \$73,000.00 from the Title I PD fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.15: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$73,000.00

(Amount)

Title I PD Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 24th day of May, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Emily N. Stewart Consulting

(951)609-4987

Company/Consultant

Telephone Number

2119 Mission Ave, San Diego CA 92116

Address

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2024 To June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

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2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

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If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

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5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____.**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Emily N. Stewart Consulting	
Name:	Emily N. Stewart	
Title:	Consultant	
Address:	2119 Mission Ave.	
City/State/Zip Code:	San Diego, CA 9216	
Telephone:	(951)609-4987	
Email:	Msemilystewart@gmail.com	

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Russell Little
Title:	Chief Business Official	Assistant Superintendent, Educational Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Russell.little@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

DISTRICT

Emily N. Stewart Consulting

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:

Revised 08-01-2020

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SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

_____ (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____ (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____ (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____ Emily N. Stewart Consulting _____

Name/title of authorized representative (Print) _____ Emily N. Stewart _____

Signature _____ Date _____

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EXHIBIT A

SCOPE OF WORK AND FEES

Professional Services Proposal from Emily N. Stewart Consulting

Services to be provided:

- ***For Transitional Kindergarten:*** There will be a total of ten professional learning sessions and ten Environment & Curriculum Instructional Coaching sessions for each TK teacher.
- ***For Kindergarten, 1st, and 2nd Grade:*** Six Planning and Alignment days with the focus on building conceptual math development, alignment to new math frameworks and shared math practices.

Refer to the attached proposals for additional service details and fees.

San Ysidro Unified School District Professional Learning Proposal

Professional Growth Sessions

All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met. Further, all trainings will be aligned to the CA Preschool Learning Foundations and Curriculum Frameworks. All trainings will include handouts, giveaways, and training materials, and can be facilitated in a face to face or virtual format

Transitional Kindergarten Professional Learning

Overview of the New CA TK Learning Foundation Standards 2.5 hours -- \$2,000.00

Understanding the components of the new CA TK Foundation Standards is critical to teachers building intentional experiences in the classroom. Teachers will dive into the new PTKLF components and accompanying curriculum frameworks to support them in understanding the different components and the role they play in their curriculum planning.

Developmentally Appropriate Practice in the PTKLF 2.5 hours -- \$2,000.00

Developmentally Appropriate Practice is the understanding of age appropriate teaching for early learners. Through this training, participants will develop an understanding of developmentally appropriate practice for early TK children. Participants will learn about strategies and structures to support the inclusive classroom in meeting the need of our youngest learners and how we support play-based approaches to learning.

Building a Foundation – NEW PTKLF Standards Training Series 2.5 hours each - \$2,000.00

Training Topics:

*Social Emotional Learning & Approaches to Learning
Math
Language & Literacy
Science
Social Studies
Physical Development*

As we shift our understanding of the new ages we serve, it takes a different mindset to shift our instructional practice and environments to meet the needs of our youngest learners. Participants will deep dive into their new foundations, focused on building a deep understanding of each domain, the changes from the old PLF, and instructional practice to support the new shifts. A focus will be on building developmentally appropriate experiences throughout the classroom day and environment to build rich connections.

Children Do Well...If They Can! 2.5 hours -- \$2,000.00

A Focus on Supporting Challenging Behaviors

The most effective strategies for addressing challenging behavior are primarily focused on prevention of challenging behavior and promotion of appropriate social behaviors. These strategies include environmental manipulations, providing positive attention and feedback to children, and teaching social skills and emotional competencies. Even when these practices are in place, some young children will engage in challenging behavior.

Participants will dive into pro-social behavior support as well as strategies supporting the understanding that challenging behaviors oftentimes necessitates the use of a process in which goals are set, data collection occurs, the function of the behavior is determined, and a comprehensive behavior support plan is developed based on the function of the challenging behaviors, implemented consistently, and monitored to ensure success.

Write On! 2.5 hours -- \$2,000.00

As young children begin to develop connections with written text by being read to, looking at books, and observing others write, they begin to experiment with writing. Children's emergent writing abilities are demonstrated in the preschool classroom with such activities as pretending to write and learning to write one's name. According to some researchers, children's writing follows a developmental path. Throughout this early stage of learning to write, children begin to realize that writing carries meaning; people should be able to read what you write. Finally, children have the physical experience of actually writing and drawing, in which they begin to develop effective (or not so effective) ways of handling writing implements. While many children handle writing implements efficiently, some children need support in learning to do so.

Emily N Stewart Consulting
msemilystewart@gmail.com
951.609.4987

San Ysidro Unified School District Professional Learning Proposal

TK Environment & Curriculum Instructional Coaching

\$400.00 per teacher per month

- Initial Observation and Reflection Conference with Goal Setting
- Weekly coaching resources aligned to the teacher's goals
 - Aligned to agency initiatives
 - In person, monthly visits with classroom resources
- Instructional Coaching Models used: Observation and Reflection, Whisper Coaching, Vicarious Learning, Curriculum Planning and Development
- Coaching Observation Log submitted monthly to agency director

Kindergarten, First & Second Grade Planning & Alignment Days

Building Math -

6 hours each - \$3,500

A Focus on Building Conceptual Math Development, Alignment to new Math Framework & Shared Math Practices

As young children are developing an awareness of numeracy, they begin to see it as a unique attribute they can apply to the world around them. The development of mathematical skills through hands on interactions becomes an essential skill to building a conceptual understanding of number and logic. Hands-On, Minds-On is a structure to support teachers in understanding how conceptual learning is solely developed through multiple modalities of learning. This conceptual understanding is critical for all early learners in accessing mathematical understanding, but specifically supports English Language learners or children with a special need. Participants will develop and align new math frameworks and strategies to apply to their daily instruction and refine their instructional practice.

2024-2025 Professional Learning Cost Breakdown

TK Professional Learning	10@ 2,000.00 each	\$20,000.00
K/1/2 Planning & Alignment Days	6@ 3,500.00 each	\$21,000.00
TK Environment & Curriculum Instructional Coaching	8 teachers	\$32,000.00

2024-2025 Professional Learning Total: \$73,000.00

Emily N Stewart Consulting
msemilystewart@gmail.com
 951.609.4987

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: AGREEMENT WITH 6CRICKETS INC. FOR THE EXPANDED LEARNING MANAGEMENT BASIC TOOL PLATFORM

BACKGROUND INFORMATION:

The mission of 6crickets is to bring the best enrichment to every child. They use technologies to simplify the logistics of enrichment and expanded learning management with an ecosystem solution, so districts and schools can more easily host enrichment classes and extended care on school campuses where the students already are, community partners and enrichment providers can focus on teaching, and families can easily search, schedule and register activities with just one login, one form and know that their children are safe and being enriched in the out-of-school time.

Educational Services needs to renew the service agreement with 6crickets Inc. to continue with the Expanded Learning Management Basic Tool platform to support the expanded learning program operations during the 2024-25 school year.

Cost implications include \$4,500.00 for each school dashboard and restricted school portal for seven schools, \$2,500.00 for the provider dashboard, plus \$500 for SMS for a total of \$34,500.00.

RECOMMENDATION:

Approve the agreement with 6crickets, Inc. for the Expanded Learning Management Basic Tool platform to support the district’s expanded learning program operations at the cost of \$34,500.00 from the ELO-P fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Climate: Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free. Action 3.10

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$34,500.00
(Amount)

ELO-P Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 24th day of May, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

6Crickets, Inc.
Company/Consultant

(601)301-5758
Telephone Number

3225 126th Avenue NE, Bellevue, WA 98005
Address

www.6crickets.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2024 To June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

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4350 Otay Mesa Road, San Ysidro, CA 92173

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____.**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	6Crickets Inc.	
Name:	Helen Wang, Ph.D.	
Title:	CEO & Founder	
Address:	3225 126th Avenue NE,	
City/State/Zip Code:	Bellevue, WA 98005	
Telephone:		
Email:	helen@6crickets.com	support@6crickets.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Russell Little, Assistant Superintendent
Title:	Chief Business Official	Luis Ramos, Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@syzdschools.org	Luis.ramos@syzdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

DISTRICT

6Crickets Inc.

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____ 6Crickets Inc. _____

Name/title of authorized representative (Print) _____ Helen J. Wang, Ph.D. _____

Signature _____ Date _____



6crickets Inc.
 Bellevue, WA 98005
 support@6crickets.com

6crickets and San Ysidro Elementary School District Expanded Learning Management Basic Tool Service Price Quote

6crickets has a singular mission, which is to bring the best expanded learning to every student through the best technologies for districts, schools, providers, instructors, and families.

San Ysidro Elementary School District (“Client”) partners with **6crickets Inc. (“6crickets”)** in offering the 6crickets Expanded Learning Management Basic Tool Service to support expanded learning program operations at Client, with the goals of quality programs, student safety, equitable access, and efficient and accountable operations.

What 6crickets shall provide

1. Modern, user-friendly one-stop registration portals for families:
 - a. A district program portal allows a family user to select a school and navigate to their students' school portal. For intersessional breaks, "See all programs" can be turned on to allow families to see all programs across all sites.
 - b. A school program portal for each of your schools allows their families together with their students to browse programs (including enrichment programs, extended care, field trips, etc.), read reviews, register for the programs that interest their students, and achieve choice-driven learning. After the registration, instructors, providers, schools and the district central office receive real-time roster information about the students automatically on their respective dashboard.
 - c. Families only need to fill out a single registration form with common questions for families across all program offerings and for all their children once for all.
 - d. Customizable registration forms let you ask additional questions for families during registration.
 - e. All emergency and pick-up contacts are tracked in the registration form.
 - f. Support wait-lists and invite wait-listed students to register.
 - g. Include waivers and cancellation policies for your programs.
 - h. Register link or button for your district or school website.
 - i. Specific registration links for each individual session and/or program.

2. An online dashboard for each stakeholder:
 - a. District Dashboard for the district central office to manage schools, providers, and rosters across school campuses
 - b. School Dashboard for each school's principals, site coordinators, and front office personnel to manage providers at the school and access real-time rosters and attendance data across all activities at the school.

- c. Provider Dashboard for each activity provider to list programs along with images and videos, manage seasons, assign sessions to different campuses, manage instructors, access real-time rosters and attendance across campuses, and generate custom rosters.
 - d. Instructor Dashboard for each instructor to access the real-time roster, take attendance, and sign out students digitally.
 3. Access control:
 - a. Each dashboard allows multiple authorized users for management .
 - b. Each dashboard allows read-only access to rosters to certain users.
 4. Comprehensive roster support at all dashboards:
 - a. Authorized users can add bulk or individual students as needed on behalf of the parents.
 - b. Printable rosters in various formats.
 - c. Can email PDF rosters.
 - d. All rosters can be downloaded as a CSV file as spreadsheets.
 - e. Digital attendance and printable attendance.
 - f. From-to-rosters to show which students are going from which home classroom to which after-school classroom.
 - g. Easy session registration link sharing with families or partners.
 - h. Ask guardians to provide reviews for the registered sessions to organically maintain program quality.
 - i. Student or guardian browsing: you can search for a student and the sessions for which they are registered.
 5. Communications:
 - a. Instant registration confirmation email once families have completed registrations.
 - b. Reminder emails for both providers, instructors, and families for upcoming classes.
 - c. Email templates for quick communication with families.
 - d. Text messaging for emergencies.
 - e. Printable flyers of course offerings.
 6. Reporting:
 - a. Enrollment reports at a glance on the number of registrations for a date range, since yesterday, compared with last year.
 - b. Custom rosters: You can produce custom reports of any format (a subset of fields) for any sessions.
 - c. Revenue report: We provide a high fidelity cash flow report for all your payment transactions for both payments and refunds.
 - d. Attendance report at each session.
 - e. Additional reports needed can be provided upon request.
 7. Payments if applicable:

- a. A single payment process: 6crickets will automatically pay your providers, your school or district if you charge a fee to receive revenue, and collect a 6crickets' convenience fee on top of the provider price.
 - b. Fundraising opportunities for your school: through an optional school fee and/or requests for donations (as determined by you).
 - c. Delay payments as needed to minimize credit card fees in case of cancellations due to low enrollment.
 - d. Streamlined scholarship support: guardians enter student ID and then fees are automatically waived or reduced based on your configuration.
8. Family reviews are automatically collected as organic data to evaluate program qualities.
9. We support an optional Restricted District or School Portal feature:
- a. This feature allows families to register without an email address, but with only their mobile phone number. This way, we will eliminate the need for district staff to register for many families without email addresses.
 - i. Families will register for their students using either an email address or a mobile phone number. An authentication code will be sent to either the email or the phone number, depending on their choice. They can only log in to their account when they enter the correct authentication code. Once they log in, they can register programs for all their students under the same email or phone number.
 - b. This feature will pre-populate families' parent and student information in 6crickets with student data exported from District's Student Information System (SIS).
 - i. After the initial upload, new students and updated student information from SIS will be given to 6crickets to update the data on the 6crickets' side one week before each registration period.
 - c. Families cannot update the student information in 6crickets. Instead, they can only update their information in the District SIS.
 - d. District can configure at 6crickets to allow only students in a school to register for the programs taking place at the school. For inter-session (e.g., summer) programs, District can also configure in 6crickets to allow any district student to register for programs at any site.
10. Initial onboarding training: We provide a hands-on training webinar for district and school site staff. We also provide a hands-on training webinar for third-party providers who use 6crickets Provider Dashboards. Additional webinars or one-on-one video calls or phone calls can be scheduled on-demand. Before the training sessions, your 6crickets account managers will set up some of your upcoming programs as an initial template and foundation for you to build up your programs in the system.
11. Tech support: 6crickets Support Team provides prompt support and troubleshooting to every 6crickets user including the district or school staff, providers, instructors, and families through live online chat, email, or on-demand video calls or phone calls.

12. Provide privacy protection for district, school, student and provider data entered into the 6crickets portal and abide by California Student Data Privacy Law.

What Client shall provide

1. Identify a primary contact for the entire management process and set up the school or district portal.
2. Identify, evaluate, and vet a set of well-qualified vendors.
3. Communicate with your school to help ensure vendor programs are appropriately scheduled throughout the week and avoid double-booking rooms or overlapping with school class schedules.
4. Communicate with your vendors on class schedules, listing process, and listing correctness and quality.
5. Train providers, their instructors, and parent volunteers (if relevant) on safety procedures and quality expectations.
6. Day-to-day monitoring and emergency handling (such as instructor no-shows, missing students, late instructors, late parents, etc.)

Pricing

Annual license fee per school dashboard/portal (including the district dashboard): \$3,500

Annual license fee for Restricted District or School Portal feature per school (optional): \$1,000

Annual license fee per provider dashboard (including unlimited number of instructor dashboards for the provider): \$2,500

Annual SMS: \$500

Contract Period: July 1, 2024 – June 30, 2025

Total Annual License Fee for Client:

(\$3,500 per School Dashboard + \$1,000 per Restricted School Portal) x 7 of schools +
\$2,500 per Provider Dashboard x 1 of providers +
\$500 (SMS) =
\$34,500

-- SIGNATURE SHEET ON THE NEXT PAGE --

6crickets Inc.
Signature page

Helen J. Wang, Ph.D. (Signature)
CEO & Founder
6crickets Inc
Bellevue, WA

Date

Acknowledged by (Signature)
Marilyn Adrianzen, CBO
SanYsidro Elementary School District
San Ysidro, CA

Date

Board approved:

About 6crickets:

6crickets, the nation's leading expanded learning management platform, empowers schools, districts, and organizations with the tools and turn-key solutions to bring the best enrichment to every student in every school. 6crickets is awarded by the National Science Foundation to develop modern technologies for out-of-school time. For more information, please visit <https://www.6crickets.com>.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SCHOOL DISTRICTS FOR
STUDENT TRANSPORTATION SERVICES

BACKGROUND INFORMATION:

The Student Transportation Services Agreement between the San Ysidro School District and the forty-three (43) San Diego County School Districts mutually interested in the provision of adequate student transportation services, have personnel, equipment, and other required facilities under its jurisdiction suitable for such services. Transportation services include transporting students between public and nonpublic schools and field trip locations located within County boundaries and locations mutually agreed upon. The cost implications will depend on the services provided. All school districts agree to pay the current district's rate when support is provided.

The District will use these services to provide transportation for field trips or extracurricular activities that the District deems, at its sole discretion, will benefit its students and teachers and on an "as needed" basis. It would also provide more options to the current understaffed transportation department.

RECOMMENDATION:

Approve/Ratify the agreement with San Diego County School Districts to assist with Student Transportation Services when District transportation is not available. The term of the agreement is from July 1, 2024 to June 30, 2026.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #2: Safety, Climate, And Student Engagement

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

TBD
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN
SAN DIEGO COUNTY SCHOOL DISTRICTS
JULY 1, 2024 – JUNE 30, 2026**

This agreement is entered into among the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called DISTRICT(S).

This agreement is among the following school districts:

- | | |
|---|--|
| 1. Alpine Union School District | 24. National School District |
| 2. Bonsall Unified School District | 25. Oceanside Unified School District |
| 3. Borrego Springs Unified School District | 26. Poway Unified School District |
| 4. Cajon Valley Union School District | 27. Rancho Santa Fe School District |
| 5. Cardiff School District | 28. Ramona Unified School District |
| 6. Carlsbad Unified School District | 29. San Diego County Office of Education
(Foster, Youth, and Homeless Education
Program) |
| 7. Chula Vista Elementary School District | 30. San Diego Unified School District |
| 8. Coronado Unified School District | 31. San Dieguito Union High School
District |
| 9. Dehesa School District | 32. San Marcos Unified School District |
| 10. Del Mar Union School District | 33. San Pasqual Union School District |
| 11. Encinitas Union School District | 34. San Ysidro School District |
| 12. Escondido Union School District | 35. Santee School District |
| 13. Escondido Union High School District | 36. Solana Beach School District |
| 14. Fallbrook Union Elementary School
District | 37. South Bay Union School District |
| 15. Fallbrook Union High School District | 38. Spencer Valley Elementary School
District |
| 16. Grossmont Union High School District | 39. Sweetwater Union High School District |
| 17. Jamul-Dulzura Union School District | 40. Vallecitos School District |
| 18. Julian Union High School District | 41. Valley Center-Pauma Unified School
District |
| 19. Julian Union School District | 42. Vista Unified School District |
| 20. La Mesa/Spring Valley School District | 43. Warner Unified School District |
| 21. Lakeside Union School District | |
| 22. Lemon Grove School District | |
| 23. Mountain Empire Unified School
District | |

WITNESSETH

WHEREAS, DISTRICTS share a mutual interest and concern in providing adequate student transportation services; and

WHEREAS, DISTRICTS possess the personnel, equipment, and other required facilities under their jurisdiction suitable for providing such student transportation services; and

WHEREAS, it is in the best interest of the students and DISTRICTS for DISTRICTS to pool resources and cooperate with one another to ensure reliable, safe transportation options for their students; and

WHEREAS, this Agreement is intended for transportation expenditures below \$10,000; and

WHEREAS, DISTRICTS acknowledge that participating DISTRICTS are not considered common carriers or municipally owned transit systems and that the bid requirements of Education Code section 39802 may be applicable to contracts in excess of \$10,000; and

WHEREAS, in order to continue and enhance the cooperative efforts of the Districts, it is hereby mutually agreed as follows:

TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of the DISTRICTS, the DISTRICTS may transport students between public and non-public schools and field trip locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other DISTRICT'S students.

2. STUDENT BEHAVIOR CODE

The DISTRICTS agree to abide by the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before the DISTRICTS suspend or terminate riding privileges, the DISTRICTS must notify the administration or administration's designee. the DISTRICTS shall provide each other with any information on behavior problems to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance, and shall name each other as additional insured (AI Endorsement) for the term of this agreement, for \$2,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.

Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to defend, indemnify, and hold harmless each other DISTRICT, its officers, agents, and employees from and against any losses, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

7. TRANSPORTATION FEE

For the transportation of students with disabilities, DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, DISTRICTS mutually agree to pay the District's published field trip rate.

If there is no published rate District will mutually agree on the payment fees prior to the scheduling.

Contracts for transportation between DISTRICTS under this Agreement shall not exceed \$10,000. Transportation contracts in excess of \$10,000 may be subject to the provisions of Education Code section 39802.

8. COMPLIANCE

The Districts providing transportation services agree to adhere to and comply with all provisions of the California Vehicle Code and all other relevant laws. Additionally, they agree to abide by all rules and regulations set forth by the State Board of Education of California, the Department of Education of the State of California, and the District pertaining to the safe transportation of students.

9. ACCIDENT PROCEDURES

In the event of an accident, the transporting District shall be responsible for promptly notifying the California Highway Patrol as the first point of contact, followed by notification to the District's Transportation Department, and finally, to the contracting District representative.

10. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

NOW, THEREFORE BE IT RESOLVED that the term of this agreement shall be from July 1, 2024, to June 30, 2026, with any DISTRICT having the right to terminate the agreement at any time upon ten (10) calendar days' written notice. Upon termination, the transportation directors of all participating DISTRICTS will be notified.

Alpine Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Bonsall Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Borrego Springs Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Cajon Valley Union School District

by _____
Name / Title

Approved by the Governing Board
On the _ day of _____ 2024.

Cardiff School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Carlsbad Unified School District

by _____
Name / Title

Approved by the Governing Board
On the _ day of _____ 2024.

Chula Vista Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Coronado Unified School District

by _____
Name / Title

Approved by the Governing Board
On the _ day of _____ 2024.

Dehesa School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Del Mar Union School District

by _____
Name / Title

Approved by the Governing Board
On the _ day of _____ 2024.

Encinitas Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Escondido Union School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Escondido Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Fallbrook Union Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Fallbrook Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Grossmont Union High School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Jamul-Dulzura Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Julian Union High School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Julian Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

La Mesa/Spring Valley School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Lakeside Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Mountain Empire Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Oceanside Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Rancho Santa Fe School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

San Diego County Office of Education
(Foster, Youth, and Homeless Education Program)

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Lemon Grove School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

National School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Poway Unified School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Ramona Unified School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

San Diego Unified School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

San Dieguito Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

San Pasqual Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Santee School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

South Bay Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Sweetwater Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

San Marcos Unified School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

San Ysidro School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Solana Beach School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Spencer Valley Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Vallecitos School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Valley Center-Pauma Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Vista Unified School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Warner Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

EXHIBIT A

EDUCATION CODE SECTION 44807 provides:

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH JOHNSON CONTROLS FIRE PROTECTION LP

BACKGROUND INFORMATION:

Fire suppression systems are used to extinguish or prevent the spread of fire in a building. Suppression systems use a combination of dry chemicals and/or wet agents to suppress equipment fires.

The District would like to retain the services of Johnson Controls to perform necessary inspections and diagnostic tests for the accessible kitchen Ansul hood systems currently connected to the kitchen fire suppression system during SY 2024-2029. The following school sites have this type of equipment and will be tested/inspected:

- Sunset School
- Willow School
- Ocean View Hills School
- San Ysidro Middle School

RECOMMENDATION:

Approve the agreement with Johnson Controls Fire Protection LP to provide preventive inspections and diagnostic tests of kitchen hood fire suppression systems during FY 2024-2029, with an estimated annual cost of \$4,753.49 from the Child Nutrition fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$4,753.49

(Amount)

Child Nutrition Fund 13

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on May 24, 2024 by and between Johnson Controls Fire Protection LP hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on July 1, 2024 with work to be completed on or before June 30, 2025.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide Kitchen Hood Essential Services for KH Hoods and KH Ansul Test and Inspections at San Ysidro Middle School, Ocean View Hills School, Sunset School and Willow School during 2024-25 fiscal year. (See the attached Exhibit A - proposals for scope of work and service rates.)

PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
 - Scope of Work Statement (Exhibit A)
 - Certificates of Liability Insurance
 - Additional Insured Endorsement(s)
 - Worker's Compensation Insurance (as required by law)
 - Waiver of Subrogation for both General Liability and Workers' Compensation
 - School Safety Certification Form
 - IRS Form W-9 (If not previously provided)

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- 9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.
- 10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
- 11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
- 12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

SAN YSIDRO SCHOOL DISTRICT

Authorized Signature

Marilyn Adrianzen, Chief Business Official

Name

DATE: _____

TITLE: _____

BOARD APPROVED: _____

LICENSE NUMBER: _____

ADDRESS: _____

EMAIL: marilyn.adrianzen@sysdschools.org

DATE: _____

PHONE: (619) 428-4476 ext. 3003

TEL # _____

FAX: (619) 428-9355

EMAIL: _____

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Contractor Initials _____

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

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

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form.**

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

37. Waiver of Consequential Damages. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL CONTRACTOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO DISTRICT (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.

San Ysidro School District
SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION
CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony
listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using

employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

CERTIFICATION:

_____(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide Live Scan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

Name & Title of authorized representative (*Print*)

Signature: _____

Date _____

PSA Renewal_San Ysidro School District_1274696_July_2024_Contract 80847688

Planned Service Agreement



Johnson Controls Fire Protection LP
1105 S Rock Blvd, Suite 127
Reno NV89502
USA

Proposal Presented On:
04-23-2024



SERVICE SOLUTION

Customer #: 1274696
San Ysidro School District
Date: 23-Apr-24
Proposal #: CPQ-597268
Term: 1-Jul-24 to 30-Jun-29
External Contract #: 80847688 R04-
JAN-2024
Subscription ERP #:

Billing Customer:
 San Ysidro School District
 4350 Otay Mesa Road
 Attn: Accounts Payable
 SAN YSIDRO, CA 92173-1617

Service Location:
 San Ysidro SD - Willow Elem
 226 Willow Road,
 SAN YSIDRO, CA 92173-3008

Johnson Controls Fire Protection LP
Sales Representative:
 Felicia Prickett
 1105 S Rock Blvd, Suite 127
 Reno NV 89502
 felicia.prickett@jci.com
 (717) 969-3023

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
San Ysidro School District			\$1,196.82
SYSTEM-KH-ANSUL			
ANSUL HOOD SYSTEM		Est. First Inspection: September	
Single Tank Suppression System (Includes all Links & Pipe Blow Out)	1	Semi-Annual	
Suppression System - Additional Tanks (Includes all Links & Pipe Blow Out)	1	Semi-Annual	
KITCHEN HOOD ESSENTIAL SERVICE Total:			\$1,196.82

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Kitchen Suppression
San Ysidro SD - Willow Elem	226 Willow Road,	SAN YSIDRO	CA	92173-3008	\$1,196.82

KITCHEN HOOD ESSENTIAL SERVICE

SYSTEM-KH-ANSUL

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Any replacement of fusible links, tamper seals, blow-off caps and nozzles associated with the system will be replaced at the time of inspection and billed in addition to this agreement.

DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested

Test results and applicable voltage readings

Required device tags

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Customer Portal (Basic)

SYSTEM-KH-ANSUL

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **San Ysidro School District** and is effective **1-Jul-24** (the "Effective Date") to **30-Jun-29** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: BAMA In BAMA

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$1,196.82 - **Proposal #:** CPQ-597268

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	07/01/2024 - 06/30/2025	\$1,196.82
2	07/01/2025 - 06/30/2026	\$1,262.65
3	07/01/2026 - 06/30/2027	\$1,332.10
4	07/01/2027 - 06/30/2028	\$1,405.37
5	07/01/2028 - 06/30/2029	\$1,482.67

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via OTHER , payment is Due Upon Receipt, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

Invoices are accepted via OTHER: Please specify the delivery method details to be used

San Ysidro School District Signature: _____ Print Name: <u>Marilyn Adrianzen</u> Title: <u>Chief Business Official</u> Phone #: <u>(619) 428-4476</u> Fax #: _____ Email: _____ Date: _____ Board approved: _____	Johnson Controls Fire Protection LP Authorized Signature: <u>Felicia Prickett</u> Print Name: <u>Felicia Prickett</u> Title: <u>ICCR</u> Phone #: <u>(717) 969-3023</u> Fax #: _____ License #: _____ (if applicable) Date: <u>4/24/2024</u>
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PSA Renewal_San Ysidro School District_1274696_July_2024_Contracts MULTIPLE

Planned Service Agreement



Johnson Controls Fire Protection LP
1105 S Rock Blvd, Suite 127
Reno NV89502
USA

Proposal Presented On:
04-23-2024



SERVICE SOLUTION

Customer #: 1274696
San Ysidro School District
Date: 23-Apr-24
Proposal #: CPQ-597360
Term: 1-Jul-24 to 30-Jun-29
External Contract #: 934751 R05-
JAN-2024
Subscription ERP #:

Billing Customer:
 San Ysidro School District
 4350 Otay Mesa Road
 Attn: Accounts Payable
 SAN YSIDRO, CA 92173-1617

Service Location:
 San Ysidro SD - San Ysidro Mdl School
 4345 Otay Mesa Road,
 SAN YSIDRO, CA 92173-1623

Johnson Controls Fire Protection LP
Sales Representative:
 Felicia Prickett
 1105 S Rock Blvd, Suite 127
 Reno NV 89502
 felicia.prickett@jci.com
 (717) 969-3023

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
	San Ysidro School District		\$1,900.96
SYSTEM-KH-HOOD			
HOOD SYSTEM			
	Est. First Inspection: September		
Suppression System - Additional Tanks (Includes all Links & Pipe Blow Out)	2	Semi-Annual	
KITCHEN HOOD ESSENTIAL SERVICE Total:			\$1,900.96



SERVICE SOLUTION

Customer #: 1274696
San Ysidro School District
Date: 23-Apr-24
Proposal #: CPQ-597360
Term: 1-Jul-24 to 30-Jun-29
External Contract #: 934781 R05-
JAN-2024
Subscription ERP #:

Billing Customer:
 San Ysidro School District
 4350 Otay Mesa Road
 Attn: Accounts Payable
 SAN YSIDRO, CA 92173-1617

Service Location:
 San Ysidro SD - Ocean View Hil
 4919 Del Sol Boulevard,
 SAN DIEGO, CA 92154-8488

Johnson Controls Fire Protection LP
Sales Representative:
 Felicia Prickett
 1105 S Rock Blvd, Suite 127
 Reno NV 89502
 felicia.prickett@jci.com
 (717) 969-3023

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
	San Ysidro School District		\$951.57
SYSTEM-KH-HOOD			
HOOD SYSTEM		Est. First Inspection: September	
Suppression System - Additional Tanks (Includes all Links & Pipe Blow Out)	1	Semi-Annual	
		KITCHEN HOOD ESSENTIAL SERVICE Total:	\$951.57



SERVICE SOLUTION

Customer #: 1274696
San Ysidro School District
Date: 23-Apr-24
Proposal #: CPQ-597360
Term: 1-Jul-24 to 30-Jun-29
External Contract #: 934791 R05-
JAN-2024
Subscription ERP #:

Billing Customer:
 San Ysidro School District
 4350 Otay Mesa Road
 Attn: Accounts Payable
 SAN YSIDRO, CA 92173-1617

Service Location:
 San Ysidro SD - Sunset School
 3825 Sunset Lane,
 SAN YSIDRO, CA 92173-3334

Johnson Controls Fire Protection LP
Sales Representative:
 Felicia Prickett
 1105 S Rock Blvd, Suite 127
 Reno NV 89502
 felicia.prickett@jci.com
 (717) 969-3023

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
	San Ysidro School District		\$1,900.96
SYSTEM-KH-HOOD			
HOOD SYSTEM			
	Est. First Inspection: September		
Suppression System - Additional Tanks	1	Semi-Annual	
(Includes all Links & Pipe Blow Out)			
KITCHEN HOOD ESSENTIAL SERVICE Total:			\$1,900.96

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed



SERVICE SOLUTION

SUMMARY OF SERVICES

KITCHEN HOOD ESSENTIAL SERVICE

SYSTEM-KH-HOOD

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Any replacement of fusible links, tamper seals, blow-off caps and nozzles associated with the system will be replaced at the time of inspection and billed in addition to this agreement.

DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested

Test results and applicable voltage readings

Required device tags

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Customer Portal (Basic)

SYSTEM-KH-HOOD

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **San Ysidro School District** and is effective **1-Jul-24** (the "Effective Date") to **30-Jun-29** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: BAMA In BAMA

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$4,753.49 - **Proposal #:** CPQ-597360

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	07/01/2024 - 06/30/2025	\$4,753.49
2	07/01/2025 - 06/30/2026	\$5,014.93
3	07/01/2026 - 06/30/2027	\$5,290.75
4	07/01/2027 - 06/30/2028	\$5,581.74
5	07/01/2028 - 06/30/2029	\$5,888.74

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via OTHER , payment is Due Upon Receipt, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

Invoices are accepted via OTHER: Please specify the delivery method details to be used
 sadeer.sahib@sysdschools.org

<p>San Ysidro School District</p> <p>Signature: _____</p> <p>Print Name: <u>Marilyn Adrianzen</u></p> <p>Title: <u>Chief Business Official</u></p> <p>Phone #: <u>619-428-4476</u></p> <p>Fax #: _____</p> <p>Email: _____</p> <p>Date: _____ Board approved: _____</p>	<p>Johnson Controls Fire Protection LP</p> <p>Authorized Signature: <u>Felicia Prickett</u></p> <p>Print Name: <u>Felicia Prickett</u></p> <p>Title: <u>ICCR</u></p> <p>Phone #: (717) 969-3023</p> <p>Fax #: _____</p> <p>License #: _____ (if applicable)</p> <p>Date: <u>4/23/2024</u></p>
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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

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

Informational
 Action

AGENDA ITEM: AMENDMENT NO. 3 TO THE MASTER AGREEMENT FOR ACCOUNT-ABILITY SOFTWARE SERVICES WITH COLBI TECHNOLOGIES, INC.

BACKGROUND INFORMATION:

On April 15, 2022, the Governing Board approved the Master Agreement with COLBI Technologies, Inc. ("Agreement") to provide for the Account-Ability software services. Additionally, the Governing Board approved Amendment No. 1 on May 31, 2022, to provide ColbiDocs Software in support of District business processes. The Governing Board also approved Amendment No 2 on August 10, 2023, to allow for the Facilities Assistance Services Team (FAST) to provide expertise in support of the capital facilities projects throughout the district. This Amendment No. 3 is the continuation of all of Colbi's services through the 2023-2024 fiscal year.

Colbi has continued to support the District in additional aspects of program and project management within the Facilities and Maintenance Departments that were not originally foreseen when the original agreement and amendments were created. The loss of a Facilities Director and an increased need for support and oversight of Facilities projects has increased the workload of Colbi for the District's Facilities projects. These additional requests have expanded the agreement/amendment much faster than originally anticipated.

The District has identified the need for additional expertise and support from Account-Ability software, ColbiDocs software, and the Facilities Assistance Services Team (FAST) provided by COLBI Technologies, Inc. Pursuant to the Master Agreement, an additional amendment is needed to complete the 2023-2024 fiscal year.

RECOMMENDATION:

Approve Amendment No. 3 to the Master Agreement for COLBI Technologies, Inc. to continue to provide Facilities Assistance Services Team (FAST) management support services for the capital facilities and maintenance projects to finish the 2023-2024 fiscal year in the amount of \$96,000.00 from the General Obligation Bond Measure T.

LCAP GOAL AND ACTION/SERVICE (please indicate): Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

Renewal New Amendment Ratify Other

Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2023-2024 Budgets? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # PO#10622
\$96,000.00 <small>(Amount)</small>	G.O. Bond Measure T (Fund 2139) <small>(Name of funding source and/or location)</small>	

Recommended for: Approval Denial Certification Requested Yes No

**THIRD AMENDMENT TO
CONTRACT FOR ACCOUNT-ABILITY SERVICES AGREEMENT**

This THIRD AMENDMENT ("Third Amendment") is made and entered into as of the final signature hereto, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **COLBI TECHNOLOGIES, INC.** (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on or about April 15, 2022, District and Consultant entered into an Agreement whereby Consultant was to provide Account-Ability software as a service; and

WHEREAS, on or about May 31, 2022, District and Consultant entered into Amendment #1 whereby Consultant was to provide ColbiDocs software services; and

WHEREAS, on or about August 11, 2023, District and Consultant entered into Amendment #2 whereby Consultant was to provide Facility Assistance Service Team ("FAST") program and project support services; and

WHEREAS, for the foregoing reasons, it is necessary to amend said Agreement to authorize the procurement of additional and continued FAST services from Consultant, and to provide authorization for the payment of such services:

NOW THEREFORE, District and Consultant agree as follows:

Task 1) Estimated Fees @ \$165/Hour:

FY22/23 \$20,000

FY23/24 \$150,000

FY23/24 Additional Services: Not-to-Exceed \$96,000 for a total of \$246,000.

This Amendment shall only be effective upon the execution by both the District and Contractor.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Amendment to the Contract for Account-Ability Services, as of the month, day and year of the final signature below.

SAN YSIDRO SCHOOL DISTRICT

COLBI TECHNOLOGIES, INC.

Date: _____

Date: May 14, 2024

By: _____

By:  _____

Name: Marilyn Adrianzen

Name: Jon Patterson

Title: Chief Business Official

Title: Director of Sales and Marketing

Board approved: 05-23-24

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: PURCHASE AGREEMENT WITH SAVVAS LEARNING COMPANY FOR THE ADOPTION AND IMPLEMENTATION OF THE MYWORLD INTERACTIVE K-6 SOCIAL STUDIES PROGRAM

BACKGROUND INFORMATION:

Savvas Learning Company is a trusted partner in educating today’s students for tomorrow’s world. This learning company combines new ideas, and new ways of interacting to create innovative learning solutions.

Our District completed the elementary social studies pilot process following State guidelines. Teachers met to discuss the strengths and weaknesses of each piloted program and based on their reviews; they selected the myWorld Interactive K-6 Social Studies Program from Savvas Learning Company. The myWorld Interactive program will encourage students to explore their world, expand their thinking, and encourage their college, career, and civic awareness.

Educational Services needs to enter into a purchase agreement with Savvas Learning Company for the implementation of the myWorld Interactive K-6 Social Studies Program. This 8-year package includes teacher guides, student editions, district wide digital access as well as professional development for all teachers. In addition to these services, we need to purchase the technology integration license fee, which will also be valid for 8 years.

Cost implications include \$543,292.00 for the teacher packets and materials and \$6,137.00 for the technology integration fees for a total of \$549,429.00.

RECOMMENDATION:

Approve the purchase agreement with Savvas Learning Company for the adoption and implementation of the myWorld Interactive Social Studies Program for students in grades K- 6th at the total cost of \$549,429.00 from the Arts and Music Discretionary Block Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$549,429.00

(Amount)

Arts and Music Discretionary Block Grant

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Ms. Adriana Aguilar
 Resource Teacher
 San Ysidro School District
 4350 Otay Mesa Rd
 San Ysidro, CA 92173-1685
 United States

Quote Number: 268885-8
Quote Creation Date: 05-09-2024
Quote Expiration Date: 09-30-2024

Quote Release: 8

**CA myWorld Interactive_K6_8-Years with PA
 Price Quote Summary**

Solution	Base Amount	Free Amount	Total
myWorld Interactive K-5	\$ 451,127.00	\$ 36,579.00	\$ 451,127.00
myWorld Interactive Middle Grades	\$ 0.00	\$ 700.00	\$ 0.00
myWorld Interactive Social Studies K-5	\$ 0.00	\$ 700.00	\$ 0.00
Pearson California History-Social	\$ 92,165.00	\$ 5,808.50	\$ 92,165.00
Solution Subtotal	\$ 543,292.00	\$ 43,787.50	\$ 543,292.00
Shipping & Handling			\$ 0.00
			Total \$ 543,292.00

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
myWorld Interactive K-5						
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade 1						
9780134919072	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8 YEAR LICENSE GRADE 1	3199.00	0	9	\$0.00	\$28,791.00
9781428554139	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA STUDENT BUNDLE W/ STUDENT EDITION 8-YEAR SUBSCRIPTION + 8-YEAR DIGITAL LICENSE + ACTIVITY MATS GRADE 1	91.00	0	20	\$0.00	\$1,820.00
9780134931890	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA CLASS SET BUNDLE 8 YEAR LICENSE GRADE 1	3678.50	0	8	\$0.00	\$29,428.00
9781428554610	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA STUDENT BUNDLE W/STUDENT EDITION 8-YEAR SUBSCRIPTION + 8-YEAR DIGITAL LICENSE + ACTIVITY MATS GRADE 1	97.00	0	20	\$0.00	\$1,940.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328951710	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE 1	230.50	9	0	\$2,074.50	\$0.00
9780328969777	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA LIBRO DEL ESTUDIANTE CON RESPUESTAS GRADE 1	32.00	8	0	\$256.00	\$0.00
9781428553491	** ELEMENTARY SOCIAL STUDIES 2024 SPANISH CALIFORNIA TEACHER EDITION GRADE 1	254.00	8	0	\$2,032.00	\$0.00
9780328951772	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GRADE 1	81.50	9	0	\$733.50	\$0.00
9780768595581	** ELEMENTARY SOCIAL STUDIES 2021 CALIFORNIA SPANISH CONVERSATION + ACTIVITYGUIDE GRADE 1	84.00	8	0	\$672.00	\$0.00
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade 1 Subtotal					\$ 5,768.00	\$ 61,979.00
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade 2						

9780134919188	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8-YEAR LICENSE GRADE 2	3199.00	0	10	\$0.00	\$31,990.00
9781428554214	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA STUDENT BUNDLE W/ STUDENT EDITION 8-YEAR SUBSCRIPTION + 8-YEAR DIGITAL LICENSE + ACTIVITY MATS GRADE 2	91.00	0	20	\$0.00	\$1,820.00
9780134931906	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA CLASS SET BUNDLE 8 YEAR LICENSE GRADE 2	3678.50	0	8	\$0.00	\$29,428.00
9781428554696	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA STUDENT BUNDLE W/STUDENT EDITION 8-YEAR SUBSCRIPTION + 8-YEAR DIGITAL LICENSE + ACTIVITY MATS GRADE 2	97.00	0	25	\$0.00	\$2,425.00
9780328951727	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE 2	230.50	10	0	\$2,305.00	\$0.00
9780328969784	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA LIBRO DEL ESTUDIANTE CON RESPUESTAS GRADE 2	32.00	8	0	\$256.00	\$0.00
9781428553507	** ELEMENTARY SOCIAL STUDIES 2024 SPANISH CALIFORNIA TEACHER EDITION GRADE 2	254.00	8	0	\$2,032.00	\$0.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328951789	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GRADE 2	81.50	10	0	\$815.00	\$0.00
9780768595598	** ELEMENTARY SOCIAL STUDIES 2021 CALIFORNIA SPANISH CONVERSATION + ACTIVITY GUIDE GRADE 2	84.00	8	0	\$672.00	\$0.00
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade 2 Subtotal					\$ 6,080.00	\$ 65,663.00
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade 3						
9780134919287	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8-YEAR LICENSE GRADE 3	3770.50	0	8	\$0.00	\$30,164.00
9781428554290	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA STUDENT BUNDLE W/ STUDENT EDITION 8-YEAR SUBSCRIPTION + 8-YEAR DIGITAL LICENSE + ACTIVITY MATS GRADE 3	91.00	0	15	\$0.00	\$1,365.00
9780134931913	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA CLASS SET BUNDLE 8 YEAR LICENSE GRADE 3	4335.50	0	8	\$0.00	\$34,684.00
9780328951734	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE 3	230.50	9	0	\$2,074.50	\$0.00
9780328969791	ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA LIBRO DEL ESTUDIANTE CON RESPUESTAS GRADE 3	32.00	8	0	\$256.00	\$0.00
9781428553514	ELEMENTARY SOCIAL STUDIES 22024 SPANISH CALIFORNIA TEACHER EDITION GRADE3	254.00	8	0	\$2,032.00	\$0.00
9780328951796	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GRADE 3	81.50	9	0	\$733.50	\$0.00
9780768595604	ELEMENTARY SOCIAL STUDIES 2021 CALIFORNIA SPANISH CONVERSATION + ACTIVITY GUIDE GRADE 3	84.00	8	0	\$672.00	\$0.00
9780328966523	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA LEVELED READER SUPER KIT GRADE3	1055.50	0	1	\$0.00	\$1,055.50
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade 3 Subtotal					\$ 5,768.00	\$ 67,268.50

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade 4						
9780134919409	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8-YEAR LICENSE GRADE 4	5124.00	0	10	\$0.00	\$51,240.00
9781428554375	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA STUDENT BUNDLE W/ STUDENT EDITION 8-YEAR SUBSCRIPTION + 8-YEAR DIGITAL LICENSE + ACTIVITY MATS GRADE 4	128.50	0	15	\$0.00	\$1,927.50
9780134931920	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA CLASS SET BUNDLE 8 YEAR LICENSE GRADE 4	5892.00	0	8	\$0.00	\$47,136.00
9780328951741	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE 4	230.50	11	0	\$2,535.50	\$0.00
9780328969807	ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA LIBRO DEL ESTUDIANTE CON RESPUESTAS GRADE 4	41.50	8	0	\$332.00	\$0.00
9781428553521	ELEMENTARY SOCIAL STUDIES 2024 SPANISH CALIFORNIA TEACHER EDITION GRADE 4	254.00	8	0	\$2,032.00	\$0.00
9780328951802	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GRADE 4	86.00	11	0	\$946.00	\$0.00
9780768595611	ELEMENTARY SOCIAL STUDIES 2021 CALIFORNIA SPANISH CONVERSATION + ACTIVITY GUIDE GRADE 4	87.50	8	0	\$700.00	\$0.00
9780328966530	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA LEVELED READER SUPER KIT GRADE4	1583.50	0	1	\$0.00	\$1,583.50
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade 4 Subtotal					\$ 6,545.50	\$ 101,887.00

Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade 5						
9780134919515	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8-YEAR LICENSE GRADE 5	5124.00	0	10	\$0.00	\$51,240.00
9781428554450	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA STUDENT BUNDLE W/ STUDENT EDITION 8-YEAR SUBSCRIPTION + 8-YEAR DIGITAL LICENSE + ACTIVITY MATS GRADE 5	128.50	0	10	\$0.00	\$1,285.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134931937	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA CLASS SET BUNDLE 8 YEAR LICENSE GRADE 5	5892.00	0	8	\$0.00	\$47,136.00
9780328951758	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE 5	230.50	11	0	\$2,535.50	\$0.00
9780328969814	ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA LIBRO DEL ESTUDIANTE CON RESPUESTAS GRADE 5	47.00	8	0	\$376.00	\$0.00
9781428553538	ELEMENTARY SOCIAL STUDIES 2024 SPANISH CALIFORNIA TEACHER EDITION GRADE 5	254.00	8	0	\$2,032.00	\$0.00
9780328951819	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GRADE 5	86.00	11	0	\$946.00	\$0.00
9780768595628	ELEMENTARY SOCIAL STUDIES 2021 CALIFORNIA SPANISH CONVERSATION + ACTIVITY GUIDE GRADE 5	99.00	8	0	\$792.00	\$0.00
9780328966547	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA LEVELED READER SUPER KIT GRADE5	1583.50	0	1	\$0.00	\$1,583.50
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade 5 Subtotal					\$ 6,681.50	\$ 101,244.50
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade K						

9780134918723	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8-YEAR LICENSE GRADE K	2762.00	0	9	\$0.00	\$24,858.00
9781428554054	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA STUDENT BUNDLE W/ STUDENT EDITION 8-YEAR SUBSCRIPTION + 8-YEAR DIGITAL LICENSE + ACTIVITY MATS GRADE K	77.00	0	15	\$0.00	\$1,155.00
9780134931883	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA CLASS SET BUNDLE 8 YEAR LICENSE GRADE K	3176.50	0	8	\$0.00	\$25,412.00
9781428554535	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA STUDENT BUNDLE W/STUDENT EDITION 8-YEAR SUBSCRIPTION + 8-YEAR DIGITAL LICENSE + ACTIVITY MATS GRADE K	83.00	0	20	\$0.00	\$1,660.00
9780328951703	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE K	230.50	9	0	\$2,074.50	\$0.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328969760	** ELEMENTARY SOCIAL STUDIES 2019 SPANISH CALIFORNIA LIBRO DEL ESTUDIANTE CON RESPUESTAS GRADE K	28.00	8	0	\$224.00	\$0.00
9781428553484	** ELEMENTARY SOCIAL STUDIES 2024 SPANISH CALIFORNIA TEACHER EDITION GRADE K	254.00	8	0	\$2,032.00	\$0.00
9780328951765	** ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GK	81.50	9	0	\$733.50	\$0.00
9780768595574	** ELEMENTARY SOCIAL STUDIES 2021 CALIFORNIA SPANISH CONVERSATION + ACTIVITY GUIDE GRADE K	84.00	8	0	\$672.00	\$0.00
Savvas California History-Social Science myWorld Interactive K-5 ©2019 - Grade K Subtotal					\$ 5,736.00	\$ 53,085.00
myWorld Interactive K-5 Subtotal					\$ 36,579.00	\$ 451,127.00

myWorld Interactive Middle Grades Professional Development

Grades Professional Learning Offerings ©2019

0000000125513	VIRTUAL MYWORLD CA MG @2019 PROGRAM ACTIVATION	700.00	1	0	\$700.00	\$0.00
Grades Professional Learning Offerings ©2019 Subtotal					\$ 700.00	\$ 0.00
myWorld Interactive Middle Grades Professional Development Subtotal					\$ 700.00	\$ 0.00

myWorld Interactive Social Studies K-5 Professional Development

Virtual myWorld Interactive Social Studies K-5 Professional Learning Offerings ©2019

0000000125511	VIRTUAL MYWORLD CA K-5 @2019 PROGRAM ACTIVATION	700.00	1	0	\$700.00	\$0.00
Virtual myWorld Interactive Social Studies K-5 Professional Learning Offerings ©2019 Subtotal					\$ 700.00	\$ 0.00
myWorld Interactive Social Studies K-5 Professional Development Subtotal					\$ 700.00	\$ 0.00

Pearson California History-Social Science myWorld Interactive Secondary

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Grade 6 ©2019						
9781418326852	** ANCIENT WORLD CALIFORNIA ©2019 SPANISH STUDENT BUNDLE 8 YEAR LICENSE GRADE 6	177.00	0	245	\$0.00	\$43,365.00
9781418285005	** ANCIENT WORLD HISTORY CALIFORNIA 2019 STUDENT PLUS BUNDLE 8-YEAR LICENSEGRADE 6	160.00	0	305	\$0.00	\$48,800.00
9781418326777	** ANCIENT WORLD CALIFORNIA 2019 SPANISH JOURNAL GRADE 6	24.00	7	0	\$168.00	\$0.00
9780328958801	** ANCIENT WORLD CALIFORNIA©2019 TEACHER EDITION GRADE 6	257.00	10	0	\$2,570.00	\$0.00
9780328969821	** ANCIENT WORLD HISTORY CALIFORNIA 2024 SPANISH TEACHER EDITION GRADE 6	295.00	7	0	\$2,065.00	\$0.00
9780328964543	** ANCIENT WORLD CALIFORNIA 2019 JOURNAL ANSWER KEY GRADE 6	15.50	10	0	\$155.00	\$0.00
9781418273408	** ANCIENT WORLD CALIFORNIA©2019 SPANISH STUDENT EDITION ANSWER KEY GRADE 6	24.50	7	0	\$171.50	\$0.00
9781418335502	** ANCIENT WORLD HISTORY SPANISH CALIFORNIA 2021 CONVERSATION GUIDE GRADE 6	97.00	7	0	\$679.00	\$0.00
Grade 6 ©2019 Subtotal					\$ 5,808.50	\$ 92,165.00
Pearson California History-Social Science myWorld Interactive Secondary Subtotal					\$ 5,808.50	\$ 92,165.00
Solution Subtotal					\$ 43,787.50	\$ 543,292.00
Shipping and Handling						\$ 0.00
					Total	\$ 543,292.00

** Contract Pricing has been applied to these items

Estimated Sales Tax:7.75% \$ 42,105.13

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

Online: <https://support.savvas.com/support/s/customerserviceus>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Damaged & Defective Products: If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

Return Policy: Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over \$1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site:

<https://worktext-subscriptions.savvas.com>

Annual subscriptions for iLit and Successmaker Only: Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

Technical support services are included with purchase of Savvas digital products.

online help: <https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

Professional Services: Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (<https://mysavvastraining.com>).

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 23, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: GRANT AWARD FOR 2023-2024 MENTAL HEALTH AVERAGE DAILY ATTENDANCE (ADA) ALLOCATION

BACKGROUND INFORMATION:

The California Department of Education (CDE) has agreed to provide funding for the 2023-2024 Mental Health Average Daily Attendance (ADA) Allocation. Funds shall be allocated to Local Education Agencies for pupils with mental health-related services required by their individualized education program (IEP) during the 2023-2025 school year. Grant No. H027A230116, in the total amount of \$49,409.00, was awarded to the San Ysidro Elementary School District - Special Education Department. Funds must be used before September 30, 2025.

RECOMMENDATION:

Approve/Accept Grant Award No. H027A230116 for the 2023-24 Mental Health ADA Allocation in the amount of \$49,049.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.18: Continue to provide site and/or district-based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Grant Award Notification

GRANTEE NAME AND ADDRESS Gina Potter, Superintendent San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173-1617			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			23	15197	68379	3A
Attention Gina Potter, Superintendent			STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Mental Health ADA Region Group: RG-3			Resource Code	Revenue Object Code	37	
Telephone (619) 428-4476			3327	8182	INDEX	
Name of Grant Program 2023–24 Mental Health Average Daily Attendance (ADA) Allocation						0663
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$49,409		\$49,409		07/01/2023	09/30/2025
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.027A	H027A230116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education	
<p>I am pleased to inform you that you have been funded for the Mental Health ADA Allocation Grant. Funds shall be allocated to Local Educational Agencies for pupils with mental health related services required by their individualized education program (IEP). The grant amount is based on the 2022–23 Second Principal (P-2) Apportionment ADA calculations.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification form (AO-400) to:</p> <p style="text-align: center;">Alexa Slater, Education Fiscal Services Assistant California Department of Education 1430 N Street, Suite 2401 Sacramento, CA 95814-5901</p> <p>Please also scan and email a copy of the signed Grant Award Notification to MHADA@cde.ca.gov.</p>						
California Department of Education Contact Chris Essman				Job Title Education Programs Consultant		
E-mail Address cessman@cde.ca.gov					Telephone 916-327-3507	
Signature of the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>					Date April 5, 2024	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent				Title		
E-mail Address					Telephone	
Signature ▶					Date	

Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108-446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of IDEA.
2. IDEA, Part B, funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* Parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications is available at the CDE General Assurances 2023-24 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2023-24.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies that the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
5. Acceptance of IDEA funds requires the grantee to complete and submit the following IDEA fiscal reports: Maintenance of Effort (MOE), per 34 *CFR* 300.203 (b-d), and Excess Cost, per 34 *CFR* 300.16. References listed above are available on the US Department of Education IDEA web page at <https://sites.ed.gov/idea/reqs/b/c/300.203> and <https://sites.ed.gov/idea/reqs/b/a/300.16>.
6. Payments are made on a reimbursement basis. In order to request reimbursement, the grantee must complete and return the enclosed **Special Education Federal Expenditure Report**. Each Expenditure Report submission must be accompanied by a completed **Detailed Summary of Mental Health Expenditures Worksheet** and a **Community Mental Health Affiliates (CMHA) or Private Providers Worksheet**, as appropriate. For more information on expenditure reporting and the appropriate use of supplemental worksheets, please refer to the enclosed Expenditure Reporting Instructions. Please note that additional backup documentation must be provided upon request.

Please ensure these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. For information on reporting requirements and payment reimbursements, refer to the enclosed Expenditure Report Instructions.

Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101-453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.

7. Upon completion of grant conditions 3 through 6, the initial payment will be processed up to the actual expenditures reported and approved by the CDE.
8. For the Final Expenditure Report, the grantee must report the total indirect costs for the grant award period. Total indirect costs must not exceed the negotiated, approved, and federally recognized indirect cost rate (ICR) for agency-wide and general management costs, according to *CFR* Part 200.331(a)(4).

The CDE-approved rates for LEAs are available on the CDE ICR web page at <https://www.cde.ca.gov/fq/ac/ic/>.

9. The grantee must complete and submit the Final Expenditure Report and supplemental Worksheet(s) to MHADA@cde.ca.gov no later than **October 30, 2025**, in order to meet end-of-year federal reporting and payment deadlines. If October 30 falls on a weekend, the final expenditure report will be due on the following Monday. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
11. Under the authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any questions regarding this grant, please contact the Mental Health ADA Allocation Grant Team by email at MHADA@cde.ca.gov. Please reference the LEA name and Mental Health ADA Region Code (found in the Program Office line of this grant award notification) in the subject line.

If you have questions regarding payment status, please contact the Special Education Division, Fiscal Payments I Unit, by email at SEDGrants@cde.ca.gov. Please include the CDE grant number (found at the top right-hand corner and in the header of this grant award notification) and LEA name and number in the subject line.

cc: Business Fiscal Officer

2023–24 Mental Health Average Daily Attendance Expenditure Report Instructions

What's New

Assembly Bill 181, Fiscal Year (FY) 2022–23 Education Trailer Bill Section 91, amended Section 56836.07 (d) of the *Education Code (EC)* to read, "...the Superintendent shall allocate funds per unit of average daily attendance [ADA], as defined in Section 56836.144, reported for the local educational agency [LEA] for the prior fiscal year as of the second principal apportionment."

Provision 6 of Item 6100-161-0890 of the Budget Act of 2023–24 appropriates \$69.0 million in federal Individuals with Disabilities Education Act funds for mental health related services, and new language was added that changed the distribution of the funds for FY 2023–24. Provision 6 now reads, "The Superintendent of Public Instruction shall allocate these funds to local educational agencies beginning in the 2023–24 fiscal year based upon an equal rate per pupil using the methodology specified in Section 56836.07 of the *EC*."

Based on these legislative changes, the FY 2023–24 Mental Health ADA grant awards will be allocated to each member LEA of the Special Education Local Plan Area (SELPA), not to the Administrative Unit of the SELPA. The FY 2023–24 Mental Health ADA grant awards are now individually calculated by the prior year ADA of each LEA member of the SELPA as of the second principal apportionment. Please note that this process is not inclusive of charter schools who have not applied to and accepted by a SELPA.

For grantee convenience, a Padlet has been created as a hub for Mental Health ADA form templates, guidance, training modules, frequently asked questions, funding results, etc., and is located at <https://padlet.com/aslater47/mental-health-ada-x12u44o60h632y2u>.

The submission of each Expenditure Report must be accompanied by supplemental forms that report detailed information regarding expenditures and, if applicable, service affiliates/providers. Please see the section titled Required Supplemental Forms for more detailed information.

Purpose of Report

The Expenditure Report is used to determine the grant payment based on the actual expenditures reported during the grant award period. Refer to the GAN conditions for specific required documentation.

Report Periods

- Report 1: July 1, 2023, to December 31, 2023
- Report 2: January 1, 2024, to March 31, 2024
- Report 3: April 1, 2024, to June 30, 2024
- Report 4: July 1, 2024, to September 30, 2024
- Report 5: October 1, 2024, to December 31, 2024
- Report 6: January 1, 2025, to June 30, 2025
- Report 7: July 1, 2025, to September 30, 2025
- Any report can be marked as "Final" if expenditure reporting is complete.

Please submit all reports and supplemental forms by email to MHADA@cde.ca.gov.

Report Due Dates

Reports 1–6 are due 30 days after the last day of each report period. Report 7 is due on or before October 30, 2025. Grantees are not required to submit all seven reports and may mark any report as “Final” once funds have been fully expended.

Payments

- Grantees must complete and return to the California Department of Education (CDE) the signed GAN, Mental Health ADA Federal Expenditure Report, and supplemental forms. Upon receipt of these documents, the initial payment will be issued on a reimbursement basis and determined by the expenditures reported.
- In accordance with Title 31 Code of Federal Regulations (CFR) Part 205.10, the grant payments must be limited to the actual immediate cash requirements of the grantee. Payments will be issued up to the reported expenditures.
- Title 34 CFR Section 80.20(b)(7) requires that if the state's sub-recipients receive payments, procedures must be followed to minimize the time between the receipt and disbursement of federal funds.
- Upon receipt of the Final Expenditure Report and supplemental forms, the CDE will issue up to 100 percent of the total grant award.

Required Supplemental Forms

Detailed Summary of Mental Health Expenditures Worksheet

With the submission of each Expenditure Report, grantees are required to submit the Detailed Summary of Mental Health Expenditures Worksheet.

Community Mental Health Affiliates or Private Providers Worksheet

Grantees who engage services through Community Mental Health Affiliates (CMHA) or Private Providers (Object codes 5000–5999) are additionally required to complete and submit the CMHA or Private Providers Worksheet in tandem with the Expenditure Report and Detailed Summary of Mental Health Expenditures Worksheet.

Naming Conventions for Documents and Electronic Communications

File names should be saved as follows: **FY-Regional Group-Grantee Name-Document Name**

(Example: 23-RG2-Jupiter Unified-Summary of Expenditures)

In-order-to maintain organization in the Mental Health ADA inbox, the CDE is requesting that all emails to the MHADA@cde.ca.gov inbox contain the following information in the Subject: **FY-Mental Health Regional Group-Grantee Name-Subject or Submission**

(Example 1: 23-RG2-Jupiter Unified-Submission of Report 1)

(Example 2: 23-RG2-Jupiter Unified-Request for guidance on use of funds)

Please refer to your GAN to find your Mental Health Regional Group number.



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

Project: 22-3226 - SYSD - CalSHAPE and Energy - Task Order 1 -
Ventilation - DIR #436722

Prime Contract Change Order #001: CE #001 - Reconciliation True Up

TO:	San Ysidro School District 4350 Otay Mesa Rd San Ysidro , California 92173	FROM:	Building Resources 2247 Lindsay Way Glendora, California 91740
DATE CREATED:	5/10/2024	CREATED BY:	Sage Tyler (Building Resources)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:SYSD - CalSHAPE and Energy - Task Order 1 - Ventilation Prime Contract
		TOTAL AMOUNT:	(\$3,355.51)

DESCRIPTION:

CE #001 - Reconciliation True Up

Due to actual costs of the job we are returning \$3,355.51 to the CEC for this project. The cost breakdown by school and cost type is attached.

ATTACHMENTS:

[SYSD Reconciliation True Up.pdf](#)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		Reconciliation Deduct	\$(3,355.51)
Grand Total:			\$(3,355.51)

The original (Contract Sum)	\$464,742.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$464,742.00
The contract sum would be changed by this Change Order in the amount of	(\$3,355.51)
The new contract sum including this Change Order will be	\$461,386.49
The contract time will not be changed by this Change Order.	

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

Building Resources
2247 Lindsay Way
Glendora, California 91740

SIGNATURE DATE

SIGNATURE DATE
Marilyn Adrianzen, CBO
Board approved/ratified: _____

SIGNATURE DATE