

San Ysidro School District Governing Board

AGENDA

Thursday,
January 25, 2024
5:00 p.m.

WELCOME

Welcome to the meeting of the San Ysidro School District Governing Board. As a courtesy to others, we ask that you turn the volume off on your cell phones and put them on vibrate during the Board meeting. Your cooperation is appreciated.

**Vista Del Mar Middle School
Auditorium
4885 Del Sol Blvd
San Diego, CA 92154**



General Administration

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

ORGANIZATIONAL MEETING OF THE GOVERNING BOARD
TUESDAY, DECEMBER 12, 2023
5:00 p.m.

Pursuant to Government Code Section 54954 and 54954.2 and Education Code Section 35143, the Organizational Meeting of the Governing Board was held on Tuesday, December 12, 2023, at 5:00 p.m. and conducted its business meeting at the **San Ysidro Middle School - Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173**. Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. **CALL TO ORDER** Who: Pallasigue Time: 5:00 p.m.
2. **FLAG SALUTE** by Sebastian Vasquez, San Ysidro Middle School 8th grade student & ASB Student Body President
3. **ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mrs. Rosaleah Pallasigue, Board President
Mrs. Irene Lopez, Board Vice-President
Mrs. Zenaida Rosario, Board Clerk
Mr. Rudy Lopez, Board Member
Mr. Antonio Martinez, Board Member - *Absent due to illness*

4. PUBLIC COMMENT/COMMUNICATIONS ON BOARD ORGANIZATION

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**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **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 start of 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.

The Governing Board temporarily relinquished chairmanship of the meeting to the Superintendent until the Board elected its President.

5. ANNUAL BOARD ORGANIZATION

A. The Board elected Irene Lopez, Board President.

Motion: Pallasigue Second: Rosario Vote: 4-0

B. The Board elected Zenaida Rosario, Board Vice President.

Motion: I. Lopez Second: R. Lopez Vote: 4-0

C. The Board elected Antonio Martinez, Board Clerk.

Motion: Rosario Second: Pallasigue Vote: 4-0

D. The Board appointed Dr. Gina A. Potter, Board Secretary.

Motion: Pallasigue Second: I. Lopez Vote: 4-0

7. AGENDA

The Board approved the agenda.

Motion: Pallasigue Second: R. Lopez Vote: 4-0

8. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Inzunza)

8.1 Kathy Perez-Ordaz, Willow 4th grade Teacher - Recipient of the San Diego Teachers Academia Award - Presented by Coordinator of Federal and State Programs and Language Acquisition, Maria C. Rodriguez

8.2 San Ysidro Middle School Student and Staff Recognitions

- Students
 - Sebastian Vasquez, 8th grade, ASB President
 - Layla A. Garcia, 8th grade, ASB Public Relations
 - Ximena Orendain Amezcuita, 7th grade, Student Representative
- Staff
 - Sashanae Buchanan, PBIS and ASB Coordinator and Lead Resource Teacher
 - David Alkass - Science Teacher and SYEA Union Representative
 - Carmen Hernandez - Campus Aide

8.3 Dania Ramirez Mayne, Substitute Clerk - Presented by Chief Business Official, Marilyn Adrianzen

The Board recognized former Board President Rosaleah Pallaisigue.

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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Maritza Chavarrin, San Ysidro Women’s Club (SYWC) President, Commented: 1) Expressed support for naming a school facility or future building in honor of former district Superintendent Grace Kojima. 2) Mentioned that Grace’s vision was to establish a scholarship and incentive awards process to give to graduating 8th and 12th grade students. Shared that the SYWC has awarded over 600 scholarships and incentive awards totaling \$400,000 over a span of 23 years. 3) Mentioned establishing the SYWC Endowment Fund with the San Diego Foundation. The Endowment fund currently has \$250,000 with the goal to add another \$250,000.

Alice De La Torre, San Ysidro Women’s Club (SYWC) Vice-President and Chair of the Endowment Commented: 1) Asked the Governing Board to consider naming a school or facility in honor of former district Superintendent Grace Kojima and 20 years of SYWC dedicated service to the San Ysidro community. 2) Shared the following accomplishments by Mrs. Kojima: Teddy Bears for Kids, Writer’s Tea, passed school bond, Sunset School was rebuilt, Ocean View Hills and Multicultural Complex was built and \$250,000 Endowment was raised for her legacy. 3) Mentioned that Mrs. Kojima was the first Japanese Superintendent in the State of California. 4) Shared that there is community support to name a facility for Mrs. Kojima. 5) Asked if the district can in the future consider naming a school after Mrs. Kojima.

Gloria Bermea, San Ysidro Women’s Club (SYWC) Member, Commented: 1) Read Norma Diaz letter in support of naming a facility in honor of former district Superintendent Grace Kojima. 2) Mentioned that Mrs. Kojima was a board member for a community health group and helped families get access to health care. 3) Mentioned Mrs. Kojima being a strong advocate for scholarships and education so that students can excel academically and reach their full potential. 4) Mentioned Mrs. Kojima played a pivotal role with the construction of the San Ysidro Middle School Multicultural Complex. 5) Mentioned Mrs. Kojima was the honorary chairperson of the San Ysidro Women’s Club.

Betty Rojas, San Ysidro Women’s Club (SWYC) Member, Commented: 1) Read retired San Ysidro Middle School (SYMS) teacher Juna Pedraja’s letter in support of naming a facility in honor of former district Superintendent Grace Kojima. 2) Mentioned Mr. Pedraja working with Mrs. Kojima, when she was Superintendent and SYMS qualified in state spelling bee competition, placed second place in the County science fair, second place in chemistry in County and many more programs that she supported. 3) Mentioned that Mrs. Kojima has made a long lasting impact in the San Ysidro community. 4) Juan Pedraja was the 2029 Teacher of the Year in the district.

Lourdes Charqueno, Community Member & Former Student of Beyer Elementary and San Ysidro Middle School, Commented: 1) Asked the Governing Board to consider naming a school or facility in honor of former district Superintendent Grace Kojima. 2) Mentioned that Mrs. Kojima’s work is about the people and the San Ysidro community. 3) She mentioned helping at the Teddy Bear for Kids event in past years and remembers Mrs. Kojima’s attention to detail and always knowing everyone by their first name.

Gustavo Rodriguez, Retired Teacher, Commented: 1) Asked the Governing Board to consider naming a school or facility in honor of former district Superintendent Grace Kojima. 2) Worked with Mrs. Kojima when she was an Assistant Superintendent and Superintendent in the district. 3) Mentioned Mrs. Kojima supported ideas to make the Multicultural Center a performing arts program for students to enhance students' lives. 4) Mentioned that his students succeeded because of Mrs. Kojima. 5) Thanked Mrs. Kojima for her legacy.

Roxane Palestina, Parent, Commented: 1) Expressed interest in becoming a parent representative for the Community Advisory Council (CAC).

Kenia Peraza, Parent, Commented: 1) Expressed special education concerns. 2) Advocated for Roxana Palestino to be part of the Community Advisory Council (CAC) for the district.

Pamela Guadiana, Parent, Commented: 1) Attended many schools within the district when she was in elementary and middle school. 2) Expressed special education concerns and asked for supportive systems that promote inclusion.

Armando Virgen, Parent, Commented: 1) Expressed special education concerns and asked for supportive systems that promote inclusion.

Jesus Garcia, Parent, Commented: 1) Expressed special education concerns.

Erin Cuevas, Teacher, Commented: 1) Mentioned teaching in the district for 25 years. 2) Expressed concerns regarding school winter show guidance.

Maria Socorro Santos, Teacher, Commented: 1) Mentioned being a district Sci-Phy teacher. 2) Expressed concerns with substitute teacher pay rates. 3) Asked the district to bring intern paid teaching programs. 4) Advocated to keep the substitute pay rates competitive with other school districts.

Sara Applegate, Teacher, Commented: 1) Shared her substitute experience with the district. 2) Expressed concerns with the substitute teacher pay rates. 3) Advocated to keep the substitute pay rates competitive with other school districts.

Lilian Espinosa, Parent, Commented: 1) Mentioned that one of her children was transferred to Ocean View Hills school, but expressed concerns regarding her second child transfer to Ocean View Hills still pending. Asked the district to fulfill the second transfer request.

Mike Marquez, Retired Teacher, Commented: 1) Asked the Governing Board to consider naming a school or facility in honor of former district Superintendent Grace Kojima. 2) Former educator in the district for 40 years. 3) Mentioned that Mrs. Kojima treated district staff with respect.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member R. Lopez, Commented: 1) Wished everyone, Happy Holidays. 2) Attended the CSBA Annual Education Conference. 3) Mentioned advocating with state and federal legislators to have a solid plan for students and fund the IDEA program. 3) Looks forward to the school winter performances.

Board Vice President Rosario, Commented: 1) Expressed appreciation to parents for communicating the needs of their students. She looks forward to the district working with each parent to address their concerns. 2) Encouraged community and staff attendance at board meetings to learn more about the state and district budget. 3) Praised substitute teachers for their devotion and commitment to students. 4) Praised Mrs. Kojima's leadership and contributions to the community. 5) Shared that Mrs. Kojima helped her become a better teacher. 6) Praised Superintendent Potter for her leadership. 7) Mentioned supporting school programs that help enhance children's skills.

Board Member Pallasigue, Commented: 1) Praised guests for having the courage to share their concerns. She looks forward to the district working with each of them to identify solutions. 2) Shared that she would like to see more performing arts activities at each of our schools. 3) Mentioned that GO Bonds projects are set to begin. 4) Wished everyone, Happy Holidays.

President I. Lopez, Commented: 1) Praised everyone for attending the board meeting and sharing their concerns. 2) Mentioned that Superintendent Potter and Assistant Superintendent listen and come up with solutions. 3) Mentioned that the soon to be released state budget will affect school district budgets statewide. 4) Expressed the importance of psychologists, social workers and counselors to address social-mental needs for our students. 5) Mentioned the Willow Library being named after Ramon Parra for being a former board member and helping students with athletics. 6) Praised Mrs. Kojima, Mr. Pedraja and Mr. Rodriguez for bringing performing arts programs to San Ysidro Middle School in the past. 7) Wished everyone, Merry Christmas.

Superintendent Potter, Commented: 1) Thanked the San Ysidro Women’s Club for sharing the legacy of former Superintendent Grace Kojima. Mentioned that Mrs. Kojima started programs in the district that will be here for decades. Mentioned the district having a board policy for naming a facility and will start a committee to review the San Ysidro Women’s Club proposal. Mentioned the Beyer Community Center being the only new building being built and the modernization of the San Ysidro Middle School Multicultural Complex. 2) Mentioned that Substitute Rates were high in past years because of one time COVID relief ESSER funds that are expiring. This means that school districts regionally are beginning to reduce substitute pay rates. Explained that long term substitute contract pay rates will not be changing for this fiscal year. 3) The district will work collaboratively with parents who spoke to address their concerns. 4) Thanked our SYSD staff for organizing over 20 wonderful winter holiday performances at our various schools. 5) Praised Mr. Ramos and the Pathways Program that serves 1,400 students. Mentioned that the Pathways Program offers various music, art and performing arts courses after school such as, but not limited to, guitar lessons, dance classes, baile folklórico and singing. 6) Wished everyone Feliz Navidad/Merry Christmas.

11. CONFERENCE SESSION

Reports/Presentations

11.1 2023-2024 First Interim Financial Report - Presented by Chief Business Official, Marilyn Adrianzen

12. GENERAL ADMINISTRATION

12.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of November 9, 2023.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

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

The Board approved the regular Governing Board meetings from January through December 2024 at 5:00 p.m., at the District Office and at each school at least once a year.

Motion: Pallasigue Second: Rosario Vote: 4-0

12.3 RESOLUTION NO. 23/24-0020 DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2023-24 (Adrianzen)

The Board approved/ratified Resolutions No. 23/24-0020 designating Ms. Marilyn Adrianzen, Chief Business Official as the authorized representative to sign and oversee the new ASB Debit Card Account transactions for fiscal year 2023-2024.

Motion: Pallasigue Second: I. Lopez Vote: 4-0

12.4 RESOLUTION NO. 23/24-0021 ANNUAL & FIVE YEAR REPORTABLE FEES REPORT (Adrianzen)

The Board approved Resolution No. 23/24-0021 for the 2022-23 Annual & Five Year Reportable Fees Report in compliance with Government Code Sections 66006 and 66001.13.5 *California Financial Services Key Analytics representatives will be available to answer questions.*

Motion: Pallasigue Second: R. Lopez Vote: 4-0

12.5 FIRST INTERIM FINANCIAL REPORT 2023-2024 (Adrianzen)

The Board approved the 2023-2024 First Interim Financial Report.

Motion: Pallasigue Second: Rosario Vote: 4-0

12.6 SCHOOL BOND TRANSPARENCY REPORT 2023 (Adrianzen)

Information only.

12.7 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 3000 SERIES (Adrianzen/Iniguez)

The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 3000 series: Administrative Regulation 3311 - Bids, Administrative Regulation 3311.3 – Design-Build Contracts, Board Policy 3312 - Contracts, Board Policy 3460 – Financial Reports and Accountability, Board Policy 3551 – Food Service Operations/Cafeteria Fund and Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund.

Motion: Pallasigue Second: R. Lopez Vote: 4-0

12.8 APPROVE NEW SUBSTITUTE CERTIFICATED PAY RATES (Bojorquez)

The Board approved the new Substitute Certificated pay rates.

Motion: Pallasigue Second: Rosario Vote: 4-0

12.9 APPROVE AGREEMENT BETWEEN LIANA DAVIS AND THE SAN YSIDRO SCHOOL DISTRICT (Bojorquez)

The Board ratified the agreement between Liana Davis and the San Ysidro School District regarding Ms. Davis full-time voluntary out of class transfer to serve as Acting Assistant Principal for the San Ysidro Middle School.

Motion: Pallasigue Second: R. Lopez Vote: 4-0

12.10 APPROVE TEMPORARY MANAGEMENT/ADMINISTRATIVE CONTRACT/OFFER OF EMPLOYMENT FOR GLORIA MENA (Bojorquez)

The Board approved the temporary offer of employment for Gloria Mena as Substitute Administrator for various Administrative positions including, but not limited to, Assistant Principal or Principal, effective as early as December 11, 2023.

Motion: I. Lopez Second: Rosario Vote: 4-0

13. CONSENT CALENDAR

The Board approved the Consent Calendar.

Motion: Pallasigue Second: R. Lopez Vote: 4-0

13A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Bojorquez)

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

13A.1

Campus Aides

- a. Maria Alvarez, Ocean View Hills
- b. Alondra Camacho Gaxiola, Ocean View Hills
- c. Zuleyma Valadez, San Ysidro Middle School

13A.2

Custodian – Jonnatan Beltran, Willow

13A.3

Instructional Aide Special Education – Jhuzeth Sepulveda, Child Development Center

13B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Bojorquez)

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

13B.1

Substitute Teachers

- a. Megan Awwad, All Sites
- b. Marozana Banaga, All Sites
- c. Raquel Caro Santiago, All Sites
- d. Brenda Figueroa, All Sites
- e. Rodolfo Garcia Perez, All Sites
- f. Nancy Juarez, All Sites
- g. Keenan Mancho, All Sites
- h. Rodolfo Reyes, All Sites
- i. Eduardo Salcedo, All Sites
- j. Kimberly Brunetto, All Sites
- k. Judith Crespo, All Sites
- l. Silvia Stupegia, All Sites

13C. CURRICULUM & INSTRUCTION

13C.1 PRESENTATION OF THE SAFA’S STORY PROGRAM FROM IMAGINE CREATIVE SERVICES, LLC AT SMYTHE ELEMENTARY (Little/Bravo)

The Board approved/ratified the presentation of the Safa’s Story program from Imagine Creative Services, LLC at Smythe Elementary at the total cost of \$2,760.00 from the schools’ General Fund.

13C.2 STUDENT PARTICIPATION AT THE BLACK STUDENT SUMMIT, “OUR VOICE, OUR POWER, OUR FUTURE: EXCELLENCE IN MOTION” (Little/Herrera-Cevallos)

The Board approved the attendance and participation of students from Vista Del Mar Middle at the Black Student Summit with the cost of \$900.00 for transportation services to be covered with the Supplemental & Concentration fund.

13C.3 LICENSE AGREEMENT WITH SCREENCASTIFY AS A GOOGLE CHROME BROWSER EXTENSION (Little/Lewis)

The Board approved/ratified the license agreement with Screencastify to use as a Google Chrome browser extension during the 2023-24 school year at a total cost of \$7,123.00 from the General fund.

13C.4 PROFESSIONAL DEVELOPMENTS (Little)

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

13D. BUSINESS

13D.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period November 1, 2023 through November 30, 2023. 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.

13D.2 EXPENDITURE REPORTS (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of September 1, 2023 through September 30, 2023 for a total expenditure of \$1,619,853.57 and expenditures during the period of November 1, 2023 through November 30, 2023 for a total expenditure of \$1,099,028.89. 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.

13D.3 APPROVAL AND RATIFICATION OF AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)

The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

13D.4 APPROVAL AND RATIFICATION OF PROFESSIONAL SERVICES WORK AUTHORIZATION(S) PURSUANT TO EXISTING MASTER AGREEMENT(S) (Iniguez)

The Board approved/ratified the Work Authorization(s) set forth above for the total amount of \$115,090.00

13D.5 APPROVAL AND RATIFICATION OF CONSTRUCTION CONTRACTS AUTHORIZED/ AWARDED PURSUANT TO THE CUPCCAA PROCESS (Iniguez)

The Board approved the ratification of the construction contracts set forth above for the total amount of \$60,000.00

13D.6 ACCEPTANCE OF DONATIONS AND GRANTS (Adrianzen)

The Board accepted the donations and grants with a total value of \$11,932.72 to help support and enrich our educational programs.

13D.7 DISPOSAL OF OBSOLETE/OUTDATED INSTRUCTIONAL MATERIALS (Little)

The Board approved the disposal of outdated/obsolete instructional materials from all our school libraries by means of sale, recycling and/or destruction in compliance with Education Code 60530.

13D.8 AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2023-2024 ASES PROGRAM (Little/Ramos)

The Board approved the amendment to the Memorandum of Agreement with YMCA of San Diego County to provide additional intersession services at Ocean View Hills, San Ysidro Middle and Willow Elementary during fiscal year 2023-24 at the cost of \$1,240,543.54 from the After School Education and Safety (ASES) Grant and the ESSER III Summer Grant Program.

13D.9 AGREEMENT WITH CDW AMPLIFIED FOR EDUCATION (Adrianzen/Lewis)

The Board approved the agreement with CDW Amplified for Education for the renewal of the District's Google Workspace Education Plus 3-year license in the amount of \$49,326.60. Costs to be paid from the General fund.

13D.10 AGREEMENT WITH WILKINSON HADLEY KING & CO. LLP FOR AUDITING SERVICES (Adrianzen)

The Board approved the renewal agreement with Wilkinson Hadley King & Co. LLP for auditing services for the next three fiscal years at an estimated cost of \$73,250.00 from the General fund.

13D.11 AWARD RFP NO. 23/24-001 AND APPROVE AGREEMENT WITH SIGNA DIGITAL SOLUTIONS FOR COPIERS AND PRINTERS (Adrianzen)

The Board awarded RFP No. 23/24-001 and approved the 5-year Professional Services Agreement with Signa Digital Solutions for copiers and printers. The total annual projected cost is \$96,595.36 to be paid from the General fund.

13D.12 MUNICIPAL LEASE AGREEMENT WITH CANON FINANCIAL SERVICES, INC. (Adrianzen)

The Board approved the Municipal Lease Agreement with Canon Financial Services, Inc. for the procurement of copiers and printers. The estimated annual cost for the initial order is \$76,309.17 to be paid from the General fund.

14. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

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

There were no public comments.

Board Member Rosaleah Pallasigue made a motion to recess to Closed Session, seconded by Board Vice President Zenaida Rosario. The vote was 4-0.

15. GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:49 p.m. in accordance with section 54954.5 regarding:

**15.1 GOVERNMENT CODE SECTION 54957.6 (Legal Counsel)
CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Dr. Jose Iniguez, Assistant Superintendent of Administrative Support, School Support and Safety and Russell Little, Assistant Superintendent of Educational Leadership and Pupil Services and Manuel Bojorquez, Director of Human Resources

Employee Organizations:

- San Ysidro Education Association/CTA
- California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

**15.2 GOVERNMENT CODE SECTION 54957 (Legal Counsel)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

15.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Legal Counsel)

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

RECONVENED into OPEN SESSION at 9:19 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

1. Item 15.3 - The Board voted 4-0 to approve a claim by a Classified employee in the amount of \$1,000. The motion was made by trustee Rudy Lopez, seconded by trustee Irene Lopez.
2. Item 15.2 - The Board voted 4-0 to approve the release of a Temporary Certificated employee. The motion was made by trustee Rudy Lopez, seconded by trustee Irene Lopez.

3. Item 15.2 - The Board voted 4-0 to approve the release of a probation Classified employee. The motion was made by trustee Rudy Lopez, seconded by trustee Irene Lopez.

Board Member Pallasigue made a motion to adjourn, seconded by Board President Irene Lopez. The vote was 4-0.

16. ADJOURNMENT Time: 9:19 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

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

Informational
 Action

AGENDA ITEM: DISCUSSION AND POTENTIAL APPROVAL OF RESOLUTION NO. 23/24-0023 MAKING CERTAIN FINDINGS AND APPROVING THE USE OF THE DESIGN-BUILD DELIVERY METHOD PROCESS FOR THE SAN YSIDRO MIDDLE SCHOOL RENOVATION AND THE NEW COMMUNITY RESOURCE CENTER ON THE BEYER SITE PROJECTS

BACKGROUND INFORMATION:

The purpose of this agenda item is to allow the Governing Board (“Board”) to consider and potentially approve the commencement of the design-build process for certain upcoming District bond measure construction projects. Specifically, the District is authorized, upon the approval of the Board to procure such design build projects pursuant to the process set forth in Education Code section 17250.10 et seq. (“Design-Build Statute”) when the projects exceed an estimated value of one million dollars (\$1,000,000). Under the Design-Build Statute’s mandated procedure, if approved by the Board, the District may undertake a Request for Proposal (“RFP”) and award a design-build contract to the proposal that represents the “best value” to the District, including selection criteria that may include, but are not limited to, price, features, functions, life-cycle costs, experience, and past performance.

Here, staff has thoroughly evaluated the District’s options for undertaking the proposed San Ysidro Middle School Renovation and the New Community Resource Center at the Beyer School Site (the “Projects”). Based on this evaluation of possible construction delivery methods for the Projects, including the traditional design-bid-build as well as design-build as authorized by the Design-Build Statute, staff believes that the use of a design-build delivery method for the Projects offers potential advantages to the District, including but not limited to, benefits, reduced project costs, expedited project completion, and design features that are not achievable through the traditional design-bid-build method. For these reasons, staff recommends adoption of the Resolution authorizing the District to commence the design build process for the Projects and ultimately return to the Board with recommended best value proposals for potential award of one or more design-build contracts for the Projects.

RECOMMENDATION:

Discussion and approval of Resolution No. 23/24-0023 making certain findings and approving the use of the design-build delivery method process for the San Ysidro Middle School Renovation and the New Community Resource Center on the Beyer Site Projects.

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

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 23/24-0023

RESOLUTION MAKING CERTAIN FINDINGS AND APPROVING THE USE OF THE DESIGN-BUILD DELIVERY METHOD PROCESS FOR THE SAN YSIDRO MIDDLE SCHOOL RENOVATION AND THE NEW COMMUNITY RESOURCE CENTER ON THE BEYER SITE PROJECTS

WHEREAS, Education Code section 17250.10 et seq. (“Design-Build Statute”) provides that a school district, with the approval of its governing board, may procure design-build contracts for projects in excess of one million dollars (\$1,000,000), awarding the contract to either the low bid or the best value; and

WHEREAS, the San Ysidro School District (the “District”) intends to design and construct the **San Ysidro Middle School Renovation and the New Community Resource Center** (the “Projects”) located at San Ysidro, CA; and

WHEREAS, the planned Projects consist of design and construction of the renovation of San Ysidro Middle School, including re-roofing the multi-purpose building, modifying the front entrance, improving security including moving the main office closer to student drop-off, and other work to improve the student, staff and parent experience, based on a preliminary budget for design and construction of approximately \$33 million and to design and construction a new Community Resource Center where the old Beyer Elementary was previously, inclusive of all necessary infrastructure such as utilities, parking and a complete and functional building to support the support of students and their families, based on a preliminary budget for design and construction of approximately \$18 million; and

WHEREAS, Education Code section 17250.20(b) provides that a school district procuring a design-build contract shall develop guidelines for a standard organizational conflict-of-interest policy, consistent with applicable law, regarding the ability of a person or entity that performs services for the school district, relating to the solicitation of a design-build project, to submit a proposal as a design-build entity or to join a design-build team; and

WHEREAS, the Legislature has found and declared in the Design-Build Statute that the design-build method of project delivery has led to benefits, including reduced project costs, expedited project completion, and design features that are not achievable through the traditional design-bid-build method; and

WHEREAS, District staff has reviewed possible construction delivery methods for the Project, including traditional design-bid-build as well as design-build as authorized by the Design-Build Statute, and has concluded that the use of a design-build delivery method for the Project offers the potential advantages to the District and the Project expressed in the Design-Build Statute described herein, and is thereby, the best delivery method for the Project as set forth herein; and

WHEREAS, the Design-Build Statute authorizes the award to be based on the proposal that represents the “best value” to the District, which the Design-Build Statute defines to mean “a value determined by evaluation of objective criteria that may include, but are not limited to, price, features, functions, life-cycle costs, experience, and past performance”; and

WHEREAS, the Board has determined that it is in the best interest of the District to enter into a design-build contract with a design-build entity whose proposal is determined by the District

to have offered the best value to the public and that is able to provide appropriately licensed contracting, architectural, and engineering services to design and construct the Project in accordance with a Request for Proposal (“RFP”) process to be developed and issued by District staff pursuant to this Resolution.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The above recitals are all true and correct.

Section 2. The design and construction costs of the Project will exceed \$1 million, and are currently estimated to be \$51 million combined total.

Section 3. The District has evaluated the merits of the traditional design-bid-build process/delivery method and the Design-Build process/delivery method for the Project.

Section 4. Proceeding under a design-build construction delivery method, as authorized by the Design-Build Statute, offers advantages to the District as indicated herein that are not available under other available delivery methods such as traditional design-bid-build.

Section 5. It is in the best interest of the District to enter into a design-build contract with a design-build entity whose proposal is determined by the District to have offered the best value pursuant to an RFP process developed and issued by the District in accordance with Education Code 17250.10 et seq.

Section 6. The District’s Superintendent or her designee, is hereby authorized to develop, issue and administer an RFP process as set forth in the Design-Build Statute, including, taking all those actions necessary to qualify and create a ranked list of providers and then solicit and receive competitive proposals from design-build entities for these two Projects pursuant to the Design-Build Statute and the requirements of this Resolution. The resulting ranked list may be used for other capital projects over \$1M over the next 2 years at the sole discretion of the Board.

Section 7. The District’s Board further approves a delegation of authority and appoints its Superintendent, or the designee of the Superintendent, who is/are hereby authorized and directed, to manage the initial ranking and shortlisting, and resulting proposal process, evaluate the proposals submitted in response to the RFP, to assign a best value score to each proposal, and once the evaluation process is complete, to rank all responsive project specific proposals from the highest best value to the lowest best value to the District, and present the results of the RFP to the Board.

Section 8. The Superintendent or her designee is further delegated all other authority needed to otherwise carry out the intent of this Resolution, all subject to ratification of the Board of Education. Said delegation shall be valid until otherwise rescinded by the Board.

PASSED AND ADOPTED by the Board of the San Ysidro School District, County of San Diego, State of California, this _____ day of _____, 2024, by the following votes:

AYES: NOES: ABSTAIN: ABSENT:

Antonio Martinez,
Clerk of the Governing Board
San Ysidro School District

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Russell Little, Assistant Superintendent Informational
of Educational Leadership and Action
Pupil Services

AGENDA ITEM: REVISED BOARD POLICY 0430 - LOCAL PLAN FOR SPECIAL EDUCATION

BACKGROUND INFORMATION:

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

The following Board Policy (BP) is being revised:

- Revised Board Policy 0430 - Local Control for Special Education

RECOMMENDATION:

Approved the revised Board Policy 0430 - Local Plan for Special Education.

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

Policy 0430: Comprehensive Local Plan For Special Education**Original Adopted Date:** 06/13/2019 | **Last Revised Date:** 03/09/2023 | **Last Reviewed Date:** PENDING APPROVAL

The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district.

In order to meet the needs of individuals with disabilities, the district shall participate as a member of a multi-district Special Education Local Plan Area (SELPA) pursuant to Education Code 56195.1.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the county office of education and the SPI. (Education Code 56195.1, 56195.3)

Each year, the Superintendent or designee shall provide to the Board any data and/or information regarding the special education funding generated by the district as supplied by the SPI and the SELPA in accordance with Education Code 56836.148.

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory committee, to ensure adequate and effective participation and communication. (Education Code 56195.9) [The District's practice will also align with the community advisory committee's bylaws.](#)

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be used to identify and correct any program deficiencies.

[Prospective members of the South County SELPA Community Advisory Committee \(CAC\) must complete and submit an application for recommendation of membership. In accordance with Education Code section 56190, the CAC serves in an advisory capacity. The composition of CAC members representing the District is set forth in the CAC Bylaws. Applications for membership must be submitted to the District by April 30 in order to be considered for appointment to the CAC for the following school year. Applications may be considered throughout the school year in the event of a vacancy.](#)

[Upon receipt of a completed application, the review committee will confirm the applicant is eligible for membership within the South County CAC. The review committee will select one eligible applicant to recommend to the District's Board for CAC appointment. The Governing Board will make the final determination regarding the appointment.](#)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3000-3089	Regulations governing special education
Ed. Code 56000-56001	<u>Education for individuals with exceptional needs</u>
Ed. Code 56020-56035	<u>Definitions</u>
Ed. Code 56040-56046	<u>General provisions</u>
Ed. Code 56050	<u>Surrogate parents</u>
Ed. Code 56055	<u>Foster parents</u>
Ed. Code 56060-56063	<u>Substitute teachers in special education</u>
Ed. Code 56170-56177	<u>Children enrolled in private schools</u>
Ed. Code 56190-56194	<u>Community advisory committees</u>
Ed. Code 56195-56195.10	<u>Local plans</u>
Ed. Code 56205-56208	<u>Local plan requirements 56213 Special education local plan</u>
Ed. Code 56211-56214	<u>Special education local plan areas with small or sparse populations</u>
Ed. Code 56240-56245	<u>Staff development</u>
Ed. Code 56300-56385	<u>Identification and referral; assessment, instructional planning</u>
Ed. Code 56440-56447.1	<u>Programs for individuals between the ages of three and five years</u>
Ed. Code 56500-56508	<u>Procedural safeguards, including due process rights</u>
Ed. Code 56520-56524	<u>Behavioral interventions</u>
Ed. Code 56600-56606	<u>Evaluation, audits and information</u>
Ed. Code 56836-56836.05	<u>Administration of local plan</u>
Gov. Code 7579.5	<u>Surrogate parent; appointment, qualification and liability</u>
Gov. Code 95000-95004	<u>California Early Intervention Services Act</u>
W&I Code 361	<u>Limitations on parental control</u>
W&I Code 726	<u>Limitations on parental control</u>
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>California Department of Education, Special Education</u>
Website	<u>U.S. Department of Education, Office of Special Education Programs</u>
Code	Description
0400	<u>Comprehensive Plans</u>
0420.4	<u>Charter School Authorization</u>
0420.4	<u>Charter School Authorization</u>
0460	<u>Local Control And Accountability Plan</u>
0460	<u>Local Control And Accountability Plan</u>
1220	<u>Citizen Advisory Committees</u>
1220	<u>Citizen Advisory Committees</u>
1312.3	<u>Uniform Complaint Procedures</u>

1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E PDF(1)	<u>Uniform Complaint Procedures</u>
1312.3-E PDF(2)	<u>Uniform Complaint Procedures</u>
1312.3-E PDF(3)	<u>Uniform Complaint Procedures</u>
1312.3-E PDF(4)	<u>Uniform Complaint Procedures</u>
3541.2	<u>Transportation For Students With Disabilities</u>
3542	<u>School Bus Drivers</u>
4112.23	<u>Special Education Staff</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</u>
6020	<u>Parent Involvement</u>
6020	<u>Parent Involvement</u>
6159	<u>Individualized Education Program</u>
6159	<u>Individualized Education Program</u>
6159.1	<u>Procedural Safeguards And Complaints For Special Education</u>
6159.1	<u>Procedural Safeguards And Complaints For Special Education</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6159.3	<u>Appointment Of Surrogate Parent For Special Education Students</u>
6159.3	<u>Appointment Of Surrogate Parent For Special Education Students</u>
6159.4	<u>Behavioral Interventions For Special Education Students</u>
6164.4	<u>Identification And Evaluation Of Individuals For Special Education</u>
6164.4	<u>Identification And Evaluation Of Individuals For Special Education</u>
6164.41	<u>Children With Disabilities Enrolled By Their Parents In Private School</u>
6164.41	<u>Children With Disabilities Enrolled By Their Parents In Private School</u>
6164.6	<u>Identification And Education Under Section 504</u>
6164.6	<u>Identification And Education Under Section 504</u>

Policy 0430: Comprehensive Local Plan For Special Education

Status: ADOPTED

Original Adopted Date: 06/13/2019 | **Last Revised Date:** 03/09/2023 | **Last Reviewed Date:** 03/09/2023

The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district.

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Each year, the Superintendent or designee shall provide to the Board any data and/or information regarding the special education funding generated by the district as supplied by the SPI and the SELPA in accordance with Education Code 56836.148.

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be used to identify and correct any program deficiencies.

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Ed. Code 56020-56035	Definitions - https://simbli.eboardsolutions.com/SU/7oGl4oqTV6VUB0BqCXudTQ==
Ed. Code 56040-56046	General provisions - https://simbli.eboardsolutions.com/SU/bsXG4O7JmNjD57JlJABidA==
Ed. Code 56050	Surrogate parents - https://simbli.eboardsolutions.com/SU/GP5ONeqHgyEUPWZxHd8z2g==
Ed. Code 56055	Foster parents - https://simbli.eboardsolutions.com/SU/MfkVxNxhu7TOZmhYSpsg7g==
Ed. Code 56060-56063	Substitute teachers in special education - https://simbli.eboardsolutions.com/SU/tO6b1slsh3ftVqNGOnIpigL7Q==

Ed. Code 56170-56177	Children enrolled in private schools - https://simbli.eboardsolutions.com/SU/epXSK5UbeUslshssshwYYQtW2Jw==
Ed. Code 56190-56194	Community advisory committees - https://simbli.eboardsolutions.com/SU/ilc0A6CVQDeSyKBFIWIQrA==
Ed. Code 56195-56195.10	Local plans - https://simbli.eboardsolutions.com/SU/xDk0WIo8X0oLCslsh8H7unFNA==
Ed. Code 56205-56208	Local plan requirements 56213 Special education local plan - https://simbli.eboardsolutions.com/SU/QBtHrvhjslshYjplusSHn96xNhPQ==
Ed. Code 56211-56214	Special education local plan areas with small or sparse populations - https://simbli.eboardsolutions.com/SU/Elp59tGWQ7J6VslshPmsplusyfpA==
Ed. Code 56240-56245	Staff development - https://simbli.eboardsolutions.com/SU/k56HBTvL8jEHBj6GKaSqA==
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning - https://simbli.eboardsolutions.com/SU/lyJBY6MuvDQvUJCyUiOuyQ==
Ed. Code 56440-56447.1	Programs for individuals between the ages of three and five years - https://simbli.eboardsolutions.com/SU/ZmUFaQ9xslsh1aRtO5lfWw8ew==
Ed. Code 56500-56508	Procedural safeguards, including due process rights - https://simbli.eboardsolutions.com/SU/d5iJgNslshPyn4KdNslshWkoTeZQ==
Ed. Code 56520-56524	Behavioral interventions - https://simbli.eboardsolutions.com/SU/s2pHccQvAslshdc7Tlim8XWSg==
Ed. Code 56600-56606	Evaluation, audits and information - https://simbli.eboardsolutions.com/SU/BjZAMoYPicIAkGtHUZ8fMA==
Ed. Code 56836-56836.05	Administration of local plan - https://simbli.eboardsolutions.com/SU/CWotJIW8dtCLCP5bOclFRw==
Gov. Code 7579.5	Surrogate parent; appointment, qualification and liability - https://simbli.eboardsolutions.com/SU/5NjD4XmAuNavmOz28k6OTw==
Gov. Code 95000-95004	California Early Intervention Services Act - https://simbli.eboardsolutions.com/SU/k4EUDfAAVqT0JWikSXBC1Q==
W&I Code 361	Limitations on parental control - https://simbli.eboardsolutions.com/SU/IA8qX3DLul0bGsyTfh5bcw==
W&I Code 726	Limitations on parental control - https://simbli.eboardsolutions.com/SU/qFqgplshPi7GqpN33VWz2DYg==

Federal References

20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act

Description

Management Resources References

Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmpETuDslshXk6R5akQ==
Website	California Department of Education, Special Education - https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrMvmBCA==

Description

Website <https://simbli.eboardsolutions.com/SU/v4I2D9cNplus2KZ0yVtPslshvZhg==>

Cross References

	Description
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/veO4Rr85XIDZTxlpfL2ugw==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/zN80f3iUph4ipailF5vddg==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/gXMnc2CASxUErNp4hzfBVA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUelNg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPmLjio2ptoA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZypluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjb==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGcklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/OJplusr04dv64Pchlslshicefyfg==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/CkZkCI5GKSusAnqQiDzUDA==
3542	School Bus Drivers - https://simbli.eboardsolutions.com/SU/loMLd3BH1YLRQLYf49i0Ug==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/gmZgmCslshLxxBl7mz2rvcd7A==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/Rt98igwn5fTiRyXtQU5x8Q==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTsslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFwxZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/m8kR6QocnpKBslshBUOCscN6Q==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/c3m96PV0v0n1mPST6vUNcA==

- 6159.2 Nonpublic, Nonsectarian School And Agency Services For Special Education - <https://simbli.eboardsolutions.com/SU/JrifoG4qsMslshx4ELD9ZplusNLA==>
- 6159.2 Nonpublic, Nonsectarian School And Agency Services For Special Education - <https://simbli.eboardsolutions.com/SU/CRudpul9UFSZJWYwEZtpBQ==>
- 6159.3 Appointment Of Surrogate Parent For Special Education Students - <https://simbli.eboardsolutions.com/SU/w5y5I2RKRIITWgEGr7c4pA==>
- 6159.3 Appointment Of Surrogate Parent For Special Education Students - <https://simbli.eboardsolutions.com/SU/OAsg62CoShZYMnQmfACXslshA==>
- 6159.4 Behavioral Interventions For Special Education Students - <https://simbli.eboardsolutions.com/SU/QpluskOG4jAvuZVXN0yDbIhKA==>
- 6164.4 Identification And Evaluation Of Individuals For Special Education - <https://simbli.eboardsolutions.com/SU/Wa6ZJZ7BgrmYeDmvxY9Pplug==>
- 6164.4 Identification And Evaluation Of Individuals For Special Education - <https://simbli.eboardsolutions.com/SU/pLPKyuxKtjHUVX0bMg6g1w==>
- 6164.41 Children With Disabilities Enrolled By Their Parents In Private School - <https://simbli.eboardsolutions.com/SU/pak9mulqbcldJLuRbBkD6Q==>
- 6164.41 Children With Disabilities Enrolled By Their Parents In Private School - <https://simbli.eboardsolutions.com/SU/vWu9VbR53MMv9rmBIL32kw==>
- 6164.6 Identification And Education Under Section 504 - <https://simbli.eboardsolutions.com/SU/KSed8OKaYIQWDXMkS1v1Aw==>
- 6164.6 Identification And Education Under Section 504 - <https://simbli.eboardsolutions.com/SU/uiyfKoEIFv7NzUrqNslshftGw==>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Human Resources
Manuel Bojorquez,
Director

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE SUMMER ASSISTANCE PROGRAM

BACKGROUND INFORMATION:

The San Ysidro School District and the California School Employees Association enter this Memorandum of Understanding regarding the Summer Assistance Program. The District and CSEA have met and negotiated the decision, impacts, and effects relating to Education Code 45500 and the Classified School Employee Summer Assistance Program (CSEAP) for 2024-2025. The District agrees to participate in the Classified School Summer Assistance Program and extend this salary benefit option to the bargaining unit. By no later than January 1, 2024, the District shall provide notice to all bargaining unit members which shall include details about eligibility for the program.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding between San Ysidro District and California School Employees Association regarding the Summer Assistance Program.

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 #

--

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN YSIDRO SCHOOL DISTRICT (“DISTRICT”)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER #154 (“CSEA”)

SUMMER ASSISTANCE PROGRAM

The above parties have met and negotiated the decision, impacts, and effects relating to Education Code 45500 and the Classified School Employee Summer Assistance Program (CSESAP) for 2024-2025.

1. The District agrees to participate in the Classified School Employee Summer Assistance Program and extend this salary benefit option to the bargaining unit.
2. By no later than January 1, 2024, the District shall provide notice to all bargaining unit members which shall include the following:
 - a. A description of the Classified School Employee Summer Assistance Program;
 - b. Details about eligibility for the program, including:
 - i. the bargaining unit member must have been employed with the District for at least one year at the time the bargaining unit member elects to participate;
 - ii. the bargaining unit member is employed by the District in their regular assignment for 11 months or less, out of a 12-month period (excluding any hours worked outside of their regular assignment); and
 - iii. the regular annual pay the bargaining unit member receives directly from the district is \$62,400.00 or less for an entire school year at the time of enrollment. (For the purposes of determining regular annual pay, exclude any pay received by the bargaining unit member during the previous summer recess period. Pay earned by a bargaining unit member with limited employment during the months of June, July or August that is not for the summer session shall not be excluded.)
 - c. All timelines for the program as follows:

- i. By January 1, 2024, the District must notify the bargaining unit members that the District has elected to participate in the program for the next school year.
- ii. By March 1, 2024, any bargaining unit member who wishes to participate must notify the District, using a form developed by the CDE, that the bargaining unit member wishes to participate in the program for the 2024-2025 school year. The bargaining unit member may elect to have up to 10% of their monthly pay withheld during the school year. The bargaining unit member must specify (1) the amount to be withheld from the monthly paychecks, and (2) whether they wish to have the withheld amounts paid out during the summer recess period in one or two payments.
- iii. By April 1, 2024, the District must notify the CDE that it has elected to participate in the program, using a form developed by the CDE. The District must specify (1) the number of bargaining unit members who are participating, and (2) the total estimated amount to be withheld from the bargaining unit member paychecks for the 2024-2025 school year.
- iv. By May 1, 2024, the CDE will notify participating Districts in writing of the estimated amount of state match funding that a participating bargaining unit member can expect to receive. If the \$107,709,223 funding and any available funding from prior fiscal years is insufficient to provide one dollar for each one dollar that has been withheld from the bargaining unit members' paychecks, the CDE must notify the Districts of the expected prorated amount of state match funds that each classified bargaining unit member could expect to receive.
- v. By June 1, 2024, the District must notify the participating bargaining unit members as to the estimated amount of state match funds the bargaining unit member could expect to receive.
- vi. After receiving the notification, and no later than 30 days after the start of the school year, the bargaining unit member may (1) withdraw their election to participate in the program, or (2) reduce the amount to be withheld from their paycheck.
- vii. The District must then deposit the amounts withheld from participating bargaining unit members' monthly paychecks according to each bargaining unit member's choices, in an account within its general

fund known as the Classified School Employee Summer Assistance Program Fund, during the 2024-2025 school year.

- viii. If any bargaining unit member separates from employment during the 2024-2025 school year, the bargaining unit member is entitled to any pay withheld from their paycheck pursuant to this program; however, the bargaining member is not entitled to receive any state match funds.
 - ix. A bargaining unit member who experiences a personal or financial hardship during the 2024-2025 school year may elect to end participation in the CSESAP and request to be paid out any pay withheld from their paycheck pursuant to this program; however, the bargaining unit member is not entitled to receive any state match funds. Payment of any withheld funds shall occur no later than the next pay warrant cycle after the bargaining unit member has made a hardship request.
 - x. On or before July 31, 2025, the District will request payment from the CDE, on the CDE form, the amount the bargaining unit member pay that has been deposited by the Program Fund.
- d. Provide all forms developed and promulgated by the CDE to bargaining unit members. The Employer shall distribute CDE forms within 5-days of receipt or learning of the forms publication, unless the forms are received/published within 5-days of a bargaining unit member cut-off date, in which instance the forms shall be sent electronically on the same day it is received/published and mailed via next day service.
 - e. Bargaining unit members shall be made aware the money will likely not be paid until after August 31, 2025, *after* summer recess.
3. No participant in the CSESAP is barred from applying for, and if selected, working summer school during the summer in which this benefit is earned.
 4. A bargaining unit member may withdraw from *further* participation in the program more than 30-days after the start of the 2024-2025 school year and leave withheld amounts in the program. In such instances, the LEA agrees to report this contribution to the CDE as if contributions had been made for the duration of the program at a reduced percentage.
 5. The District and CSEA acknowledge that the Summer Assistance Benefits for Classified Employees Program is an SDE-run program, and that the SDCOE oversees District budgeting and expenditures, and that the District is required to comply with any directions regarding the program from the SDE and/or SDCOE.

The Parties agree that nothing in this agreement shall be construed as limiting any rights of either party otherwise retained under the Educational Employment Relations Act provisions. This agreement is subject to both parties' internal approval process.

Tentatively agreed on 12/13, 2023.

FOR THE DISTRICT:



Manuel Bojorquez
Director of Human Resources

FOR CSEA:



Karla Montanez Meza
CSEA President



Jack Metzger
CSEA Labor Relations Representative



INTEREST FORM

Classified School Employee Summer Assistance Program Applicable to the 2024-2025 School Year

11 & 10 MONTH CLASSIFIED EMPLOYEES

The District has agreed to elect to participate in the Classified School Employee Summer Assistance program for the 2024-2025 school year. This is our notification to all eligible classified employees.

The 2024-25 budget package provides \$107,709,223 million in funding for the Classified School Employee Summer Assistance Program (CSESAP).

The California Department of Education (CDE) will apportion funds to participating local educational agencies (LEAs) to provide up to a dollar for dollar match on amounts withheld from the LEA's participating classified school employees' monthly paychecks during the 2024-25 school year.

Eligibility criteria as a condition of participation in the Classified School Employee Summer Assistance Program (CSESAP)

- The employee must have been employed with the LEA for at least one year at the time the employee elects to participate.
- The employee is employed by the LEA in their regular assignment for 11 months or less, out of a 12-month period. For purposes of determining total months employed, the employing LEA shall exclude any hours worked outside of the regular assignment.
- The regular annual pay the classified employee receives directly from the LEA is \$62,400 or less for an entire school year, at the time of enrollment. For purposes of determining regular annual pay, exclude any pay received by the classified employee during the previous summer recess period. Pay earned by a classified employee with limited employment during the months of June, July, or August that is not for the summer session shall not be excluded.
- An employee will have the option of continuing DNP (Deferred Net Pay) and/or opting into the Classified Summer Employee Assistance Program.
- The District will work with employees and provide information regarding eligibility.
- Deadline to enroll is March 1st, 2024, enrollment form is coming soon.

****Continued information will be provided by CSEA and the San Ysidro School District****

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Human Resources
Manuel Bojorquez,
Director

Informational
 Action

AGENDA ITEM: TEMPORARY MANAGEMENT/ADMINISTRATIVE CONTRACT/OFFER OF EMPLOYMENT WITH LORENA VARELA-REED

BACKGROUND INFORMATION:

The Board of Trustees hereby offer Lorena Varela-Reed employment as a Substitute or Coach for various Management/Administrative positions including, but not limited to Principal, beginning as early as January 26, 2024.

RECOMMENDATION:

Approve the temporary offer of employment for Lorena Varela-Reed as Substitute or Coach for various Management/Administrative positions including, but not limited to Principal, effective as early as January 26, 2024.

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 #

--

\$ 754.61/day

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
TEMPORARY MANAGEMENT/ADMINISTRATIVE CONTRACT/OFFER
OF EMPLOYMENT**

**Lorena Varela-Reed
(ADDRESS)**

The Board of Trustees hereby offer you employment as a Substitute or Coach for various Management/Administrative positions including, but not limited to Principal. The terms and conditions set forth herein. This offer is conditioned upon the following:

1. Your salary for service during the school year in the above named position will be at a daily rate of \$754.61.
2. Your interim service in the above named position will begin as early as January 26, 2024. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.
3. As Substitute or Coach for various Management/Administrative positions you will be responsible for performing the job duties of the assigned position.
4. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.
5. Said salary shall not exceed the allowable STRS income limitations which is \$50,655 for the 2023-2024 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.
6. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.
7. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.
8. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.
9. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed:_____

Gina Potter, Superintendent

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have the credentials or certificates authorizing me to serve in the capacity stipulated in this contract. I certify that I am not under contract to any other school district for the period indicated. If the information set forth in the application for employment is not complete and accurate this contract may be canceled by the Governing Board. I agree to comply with and observe all of the provisions of the rules and regulations prescribed by the Governing Board of the School District and follow the orders of the Administration of the School District relating to my employment. I understand that my signature below placed me under contract with the San Ysidro School District for the period indicated.

DATE: _____

SIGNED: _____

Lorena Varela-Reed

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: 2024-2025 STUDENT ENROLLMENT PROJECTION

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

Information only – Student Enrollment Projection for school year 2024-2025.

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

**Projected 2024-25 Enrollment
San Ysidro School District**

(Does not include SDC)

School Year		TK	K	1	2	3	4	5	6	7	8	Total	Diff	% Change
2022-23 CBEDS w/o SDC		84	381	402	433	458	451	483	464	523	342	4,021	-6	-0.15%
2023-24 Projected Enrollment (as of 01-12-24)		118	354	408	399	432	455	448	469	454	419	3,956	-71	-1.76%
2024-25 Projected Enrollment		125	383	355	409	400	433	456	452	439	444	3,896	-60	-1.52%
23-24 Current FTE		7.00	16.00	17.00	17.00	18.00	19.00	15.00	18.00	33.00		160.00	160.00	FTE
24-25 Projected FTE		7.00	15.96	14.79	17.04	16.67	15.46	16.29	16.14	30.59		149.94	150.00	FTE
24-25 Projected FTE (K-3 FTE Rounded)		7.00	16.00	15.00	18.00	17.00	15.46	16.29	10.64	30.59		145.99	154.00	FTE
Average Student Teacher Ratio	K	24	Grades 1-3	24			Grades 4-6	28		Grades 7- 8	32			

**Unknown Variables: Mobility, TK and Kindergarten

01-25-24

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Business Services Informational
Marilyn Adrianzen, Chief Business Official Action

AGENDA ITEM: RESOLUTION NO. 23/24-0024 TO IDENTIFY THE AMOUNT OF BUDGET REDUCTIONS NEEDED IN 2024-25 AND 2025-26

BACKGROUND INFORMATION:

On December 12, 2023, the Governing Board approved the First Interim Financial Report for fiscal year 2023-24. As new budgetary information is received, the Chief Business Official analyzes the fiscal impact it will have on our District. A Budget Reduction Plan that reflects the most up to date county and state budget assumptions is being submitted for approval.

The budget plan for fiscal years 2024-25 and 2025-26 reflects that if the District’s fiscal condition does not improve, the district will implement a combined total of at least \$4,300,000 in expenditure reductions in 2024-25 and 2025-26.

RECOMMENDATION:

Approve Resolution No. 23/24-0024 to identify the amount of budget reductions needed in 2024-25 and 2025-26.

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

2024-2025 Estimated Budget Reduction Plan		
2024-2025 Estimated Budget Reduction		\$4,300,000
Spending freeze		\$200,000
Limit overtime and extra hours		\$300,000
Shift qualified expenditures to various grant programs		
Arts, Music & Instructional Materials Discretionary Block Grant (One Time Funds): <i>*Utilize ELOP funding for Arts, Music, Dance, Performing Arts Programs</i>		
Increase in pension costs	2024-25	\$400,000
Increase in pension costs	2025-26	\$300,000
Restricted/Categorical Programs - identify eligible expenditures		\$300,000
Learning Recovery Block Grant		\$1,000,000
Declining enrollment layoffs and/or special program reduction		\$600,000
Layoff vacant positions (if possible and continue hiring freeze)		\$700,000
Future year reductions		
Natural attrition in 2024-2025: hiring freeze		\$200,000
Natural attrition in 2025-2026: hiring freeze		\$300,000
Total Budget Reductions		\$4,300,000



Curriculum & Instruction

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC)
FOR 2023-2024

BACKGROUND INFORMATION:

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

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

-SARC reports under separate cover-

RECOMMENDATION:

Approve the publication of the School Accountability Report Cards for our seven schools for the 2023-24 school year.

LCAP GOAL AND ACTION/SERVICE:

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 supports and modes for access.

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



San Ysidro
School District **EST - 1887**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

School Accountability Report Card (SARC) 2022-23

Published during the 2023-24 School Year

La Mirada Elementary



Board Approval Date: January 25, 2024



San Ysidro School District

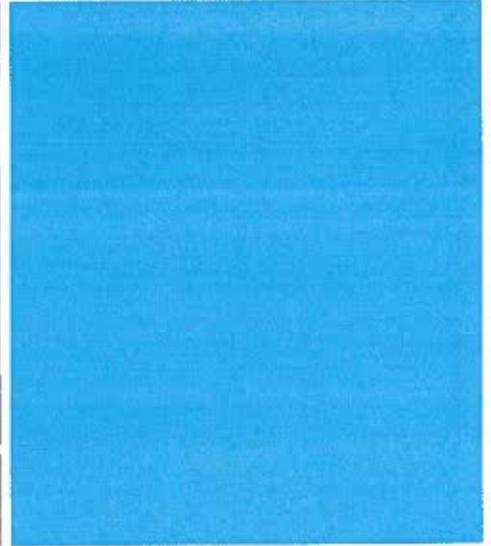
4350 Otay Mesa Road San Ysidro, CA 92173 ▪ www.sysdschools.org

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

SARC

2022-23

School Accountability
Report Card
Published in 2023-24



La Mirada Elementary School

Grades TK-6
CDS Code 37-68379-6089007

Laura English, Principal
alma.english@sysdschools.org

222 Avenida de la Madrid
San Ysidro, CA 92173
(619) 428-4424

www.sysdschools.org/lamirada



Kindness is our Superpower!



Principal's Message

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

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

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

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

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

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

School Mission Statement

La Mirada Elementary School students will soar to meet new challenges and be prepared to meet all of life's opportunities.

The La Mirada school community soars to great heights in educational excellence by providing an equitable, safe, nurturing, and stimulating learning environment that develops responsible, self-directed, and expressive individuals who are contributing members of the community. To reach these heights, all students will participate in an atmosphere of cooperation and trust that creates:

- Acceleration of student achievement
- A balanced curriculum with equal opportunities to learn and excel
- Dignity, respect and esteem for self, one another, and each other's culture and diversity
- Curiosity and motivation for lifelong learning
- Educational opportunities that develop the whole child
- Success-oriented opportunities for parents and the community to participate in the achievement of children

School Vision Statement

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



School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:
Quality education and opportunity for all students to succeed.

District Vision Statement

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

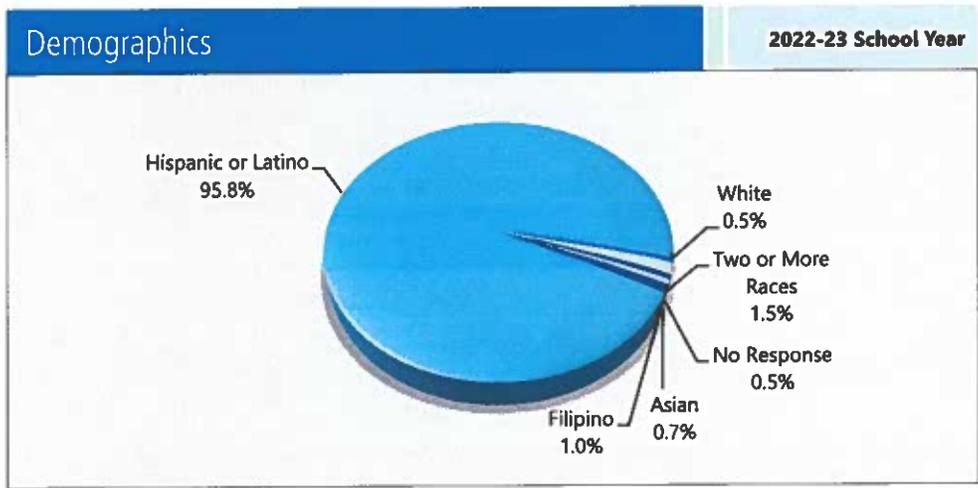
Governing Board

- Irene Lopez, President
- Zenaida Rosario, Vice President
- Antonio Martinez, Clerk
- Rudy Lopez, Member
- Rosaleah Pallasigue, Member



Enrollment by Student Group

The total enrollment at the school was 409 students for the 2022-23 school year. The pie chart displays the percentage of students enrolled in each group.



Parental Involvement

Parents assist the school by volunteering in activities and participating in the Parent Teacher Association (PTA). Parents also participate in the School Site Council (SSC) and English Learner Advisory Committee (ELAC).

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

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

School Safety

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

La Mirada Elementary School places a strong emphasis on safety for students and staff. We review emergency plans frequently. We hold annual training procedures and drills for earthquakes, fire, intruders and bus evacuations according to district requirements. Maintenance staff works with a scheduled preventive program to offset costly repairs. Staff models and reviews safe behaviors and practices with the students regularly. The school safety plan was last reviewed, updated and discussed with the school faculty in December 2023.



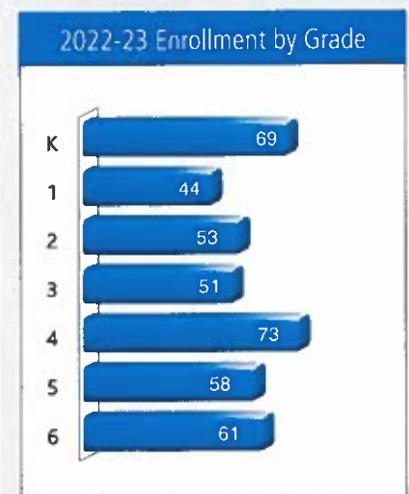
"Our pledge to the La Mirada community is to continue to seek out experiences, which allow us to continuously grow in a positive manner, all in the best interest of student growth."

Enrollment by Student Group

Demographics	
2022-23 School Year	
Female	45.50%
Male	54.50%
Non-Binary	0.00%
English learners	51.30%
Foster youth	0.70%
Homeless	26.90%
Migrant	0.00%
Socioeconomically Disadvantaged	71.10%
Students with Disabilities	21.00%

Enrollment by Grade

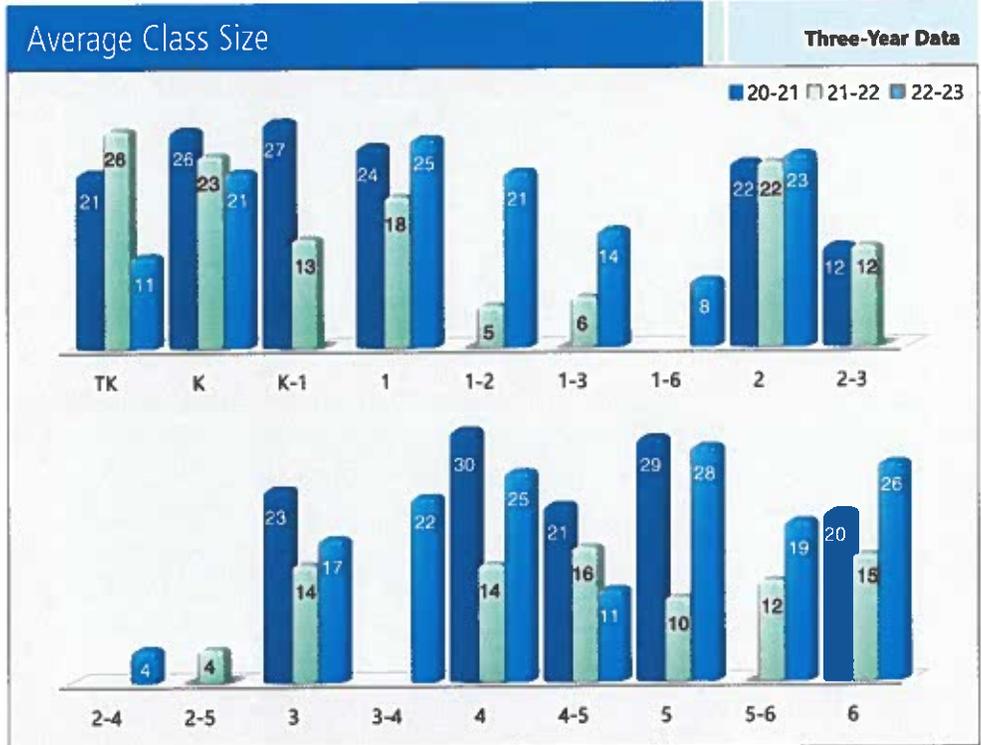
The bar graph displays the total number of students enrolled in each grade for the 2022-23 school year.





Class Size Distribution

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



Number of Classrooms by Size

Three-Year Data

Grade	2020-21			2021-22			2022-23		
	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK		1			1		3		
K		1			1			2	
K-1		1		2					
1		1		1				1	
1-2				1			1	1	
1-3				2			1		
1-6							1		
2		1			1			1	
2-3	1			2					
2-4							1		
2-5				1					
3		1		1	1		1	1	
3-4							1	1	
4		1		1	1			1	
4-5	1	1		1	1		2		
5		1		2	1			1	
5-6				1			2	1	
6	1	1		1	2			1	

*We value our Personal Standards:
Make Good Decisions
Solve Problems
Show Respect*



California School Dashboard

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



Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	La Mirada ES			San Ysidro SD			California		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Suspension rates	0.00%	0.60%	1.20%	0.00%	2.50%	3.00%	0.20%	3.20%	3.60%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%

Note: Data collected during the 2020–21 school year may not be comparable to later years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2022-23 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	1.20%	0.00%	
Female	0.90%	0.00%	
Male	1.60%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	1.30%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	0.00%	0.00%	
English Learners	1.10%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	0.00%	0.00%	
Socioeconomically Disadvantaged	1.00%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	0.90%	0.00%	



Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA), Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues and School Climate Conferences, as well as training sessions for the newly adopted instructional materials (Benchmark Advance/Adelante, Twig Science, McGraw Hill CA IMPACT and CA Inspire).

Professional Development Days

Number of school days dedicated to staff development and continuous improvement	
2021-22	110
2022-23	125
2023-24	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Due to changes to the 2021–22 and 2022–23 PFT administration, only participation results are required for the five fitness areas.

Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2022-23 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1:	Component 2:	Component 3:	Component 4:	Component 5:
	Aerobic Capacity	Abdominal Strength and Endurance	Trunk Extensor and Strength and Flexibility	Upper Body Strength and Endurance	Flexibility
5	81.0%	82.5%	82.5%	82.5%	84.1%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2022-23 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	483	446	161	36.10%	
Female	225	202	74	36.60%	
Male	258	244	87	35.70%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	3	3	0	0.00%	
Black or African American	1	1	1	100.00%	
Filipino	9	5	1	20.00%	
Hispanic or Latino	459	429	159	37.10%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	5	5	0	0.00%	
White	4	2	0	0.00%	
English Learners	270	252	88	34.90%	
Foster Youth	3	3	1	33.30%	
Homeless	128	118	45	38.10%	
Socioeconomically Disadvantaged	395	373	139	37.30%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	109	104	40	38.50%	

Types of Services Funded

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

Federal funds

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA Title IV, Part B, 21st Century Community Learning Centers Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

State funds

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





Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
Subject	La Mirada ES		San Ysidro SD		California	
	21-22	22-23	21-22	22-23	21-22	22-23
Science	16.67%	4.76%	18.20%	18.22%	29.47%	30.29%

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

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

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

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

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
Subject	La Mirada ES		San Ysidro SD		California	
	21-22	22-23	21-22	22-23	21-22	22-23
English language arts/literacy	24%	20%	35%	35%	47%	46%
Mathematics	16%	14%	23%	24%	33%	34%



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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	63	63	100.00%	0.00%	4.76%
Female	31	31	100.00%	0.00%	6.45%
Male	32	32	100.00%	0.00%	3.13%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	◆	◆	◆	◆	◆
Filipino	◆	◆	◆	◆	◆
Hispanic or Latino	61	61	100.00%	0.00%	4.92%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	◆	◆	◆	◆	◆
White	◆	◆	◆	◆	◆
English Learners	31	31	100.00%	0.00%	0.00%
Foster Youth	◆	◆	◆	◆	◆
Homeless	21	21	100.00%	0.00%	0.00%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	49	49	100.00%	0.00%	6.12%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	15	15	100.00%	0.00%	0.00%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	247	244	98.79%	1.21%	19.75%
Female	105	105	100.00%	0.00%	21.15%
Male	142	139	97.89%	2.11%	18.71%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	238	235	98.74%	1.26%	19.66%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	116	116	100.00%	0.00%	8.70%
Foster Youth	♦	♦	♦	♦	♦
Homeless	81	80	98.77%	1.23%	13.92%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	194	192	98.97%	1.03%	17.80%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	55	53	96.36%	3.64%	5.77%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	247	243	98.38%	1.62%	14.40%
Female	105	104	99.05%	0.95%	11.54%
Male	142	139	97.89%	2.11%	16.55%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	238	234	98.32%	1.68%	13.68%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	116	115	99.14%	0.86%	7.83%
Foster Youth	♦	♦	♦	♦	♦
Homeless	81	79	97.53%	2.47%	8.86%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	194	191	98.45%	1.55%	11.52%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	55	53	96.36%	3.64%	5.66%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 7, 2023, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2023-24 School Year
Subject	Textbook	Adopted
Reading/language arts	<i>Benchmark Advance</i> (English for TK)	2018
Reading/language arts	<i>Benchmark Advance</i> 2022 Edition (English for K-6)	2023
Reading/language arts	<i>Benchmark Adelante</i> 2023 Edition (Spanish K-3 for Dual Language)	2023
Reading/language arts	<i>Benchmark Steps to Advance</i> (2-6 SDC)	2018
English Language Development	<i>Benchmark Advance, 2022: Asset-Based Access to English-Express</i> (K-6)	2023
Mathematics	<i>My Math</i> , McGraw-Hill (TK-5)	2017
Mathematics	<i>SpringBoard</i> , College Board (6)	2017
Science/Health	TWIG Science (TK-5)	2023
Science/Health	McGraw Hill CA Inspire Science (6)	2023
History/Social Science	Pilot process with: Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science (TK-6)	Pending

Quality of Textbooks

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

Quality of Textbooks		2023-24 School Year
Criteria	Yes/No	
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes	

Public Internet Access

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

◇ Not applicable.

Availability of Textbooks and Instructional Materials

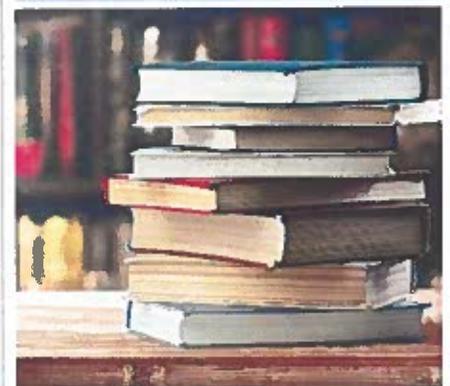
The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Students Lacking Materials by Subject	
2023-24 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	◇
Foreign language	◇
Health	◇

Currency of Textbooks

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

Currency of Textbooks	
2023-24 School Year	
Data collection date	9/7/2023





School Facility Good Repair Status

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

School Facility Good Repair Status		2023-24 School Year
Items Inspected	Repair Status	
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)	Good	
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Good	
Cleanliness: Pest/vermin control, overall cleanliness	Good	
Electrical: Electrical systems	Fair	
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good	
Safety: Fire safety, emergency systems, hazardous materials	Good	
Structural: Structural condition, roofs	Good	
External: Windows/doors/gates/fences, playgrounds/school grounds	Poor	
Overall summary of facility conditions	Good	
Date of the most recent FIT report	8/11/2023	

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2023-24 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2023-24 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Interior	Room 22: Ceiling tiles stained Girl's RR: Graffiti	
Electrical	Rooms 7, 15, 23, 24 and library: Lights burned out Room 16 and 19: Light switch loose, lights out	
External	Rooms 1 and 2: Playground is off limits	

School Facilities

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

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

Cleaning Process

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

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

Maintenance and Repair

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

La Mirada Modernization

La Mirada went through a modernization during the months of June to August 2017. Renovations were made in classrooms, bathrooms, the multipurpose room, library and offices. La Mirada also received new furniture and computers. The landscape and parking area is also new.



"It is the belief of La Mirada Elementary School that students can and will excel in an environment that is tailored to their evolving needs."



Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included. These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

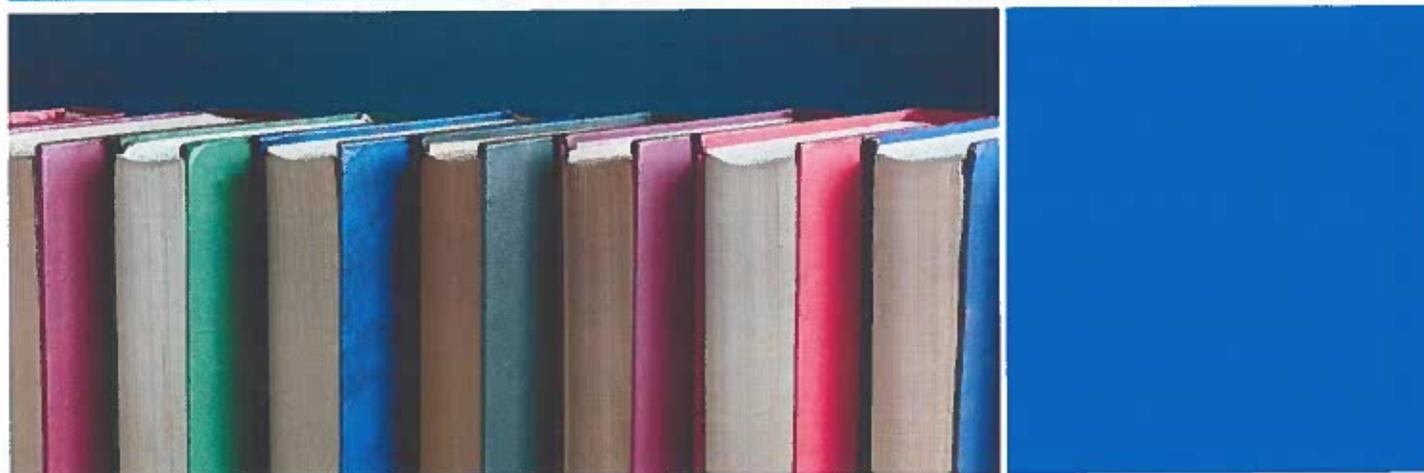
Teacher Preparation and Placement					2020-21 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	12.0	80.0%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Properly Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	3.0	20.0%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	15.0	100.0%	184.5	100.0%	274,759.1	100.0%

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

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdfdash201.asp>.

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





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

This table displays the number of authorization/assignments of teachers as well as the total number of teachers without credentials and misassignments at the school level. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments	Two-Year Data	
	2020-21	2021-22
Authorization/Assignment		
Permits and Waivers	0.0	0.0
Misassignments	0.0	2.0
Vacant Positions	0.0	0.0
Total Teachers Without Credentials and Misassignments	0.0	2.0

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

This table displays the number of teachers and the total out-of-field teachers at the school level.

For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

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

Class Assignments

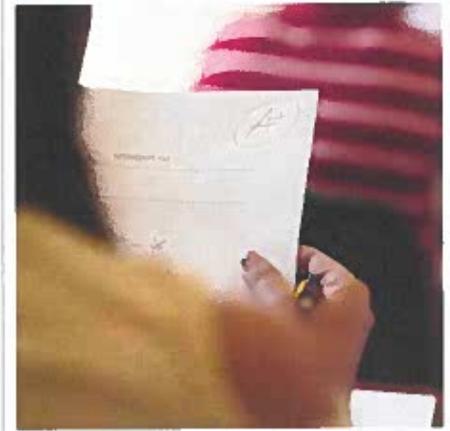
This table displays the number of teachers and the total out-of-field teachers at the school level.

Misassignment and vacant teacher position data should be available in the district's personnel office.

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

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

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



Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2022-23 School Year	
	Ratio
Pupils to Academic counselors	✦
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	2.50
Resource specialist (nonteaching)	0.00

✦ Not applicable.
 * 3 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.
 ** 1 District Nurse to oversee all schools and is available for all students.



Financial Data

The financial data displayed in this SARC is from the 2021-22 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data	2021-22 Fiscal Year	
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$53,451	\$54,045
Midrange teacher salary	\$80,020	\$84,515
Highest teacher salary	\$105,710	\$110,866
Average elementary school principal salary	\$131,021	\$136,840
Average middle school principal salary	\$130,058	\$141,476
Superintendent salary	\$207,727	\$217,473
Teacher salaries: percentage of budget	35.47%	32.43%
Administrative salaries: percentage of budget	4.56%	5.62%

Financial Data Comparison

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

Financial Data Comparison	2021-22 Fiscal Year	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
La Mirada ES	\$6,397	\$100,035
San Ysidro SD	\$9,895	\$100,962
California	\$7,607	\$88,288
School and district: percentage difference	-35.4%	-0.9%
School and California: percentage difference	-15.9%	+13.3%

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

School Financial Data

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

School Financial Data	
2021-22 Fiscal Year	
Total expenditures per pupil	\$6,835
Expenditures per pupil from restricted sources	\$438
Expenditures per pupil from unrestricted sources	\$6,397
Annual average teacher salary	\$100,035



Expenditures Per Pupil

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

School Accountability Report Card

PUBLISHED BY:





San Ysidro

School District **EST - 1887**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

School Accountability Report Card (SARC) 2022-23

Published during the 2023-24 School Year

Ocean View Hills Elementary



Board Approval Date: January 25, 2024



San Ysidro School District

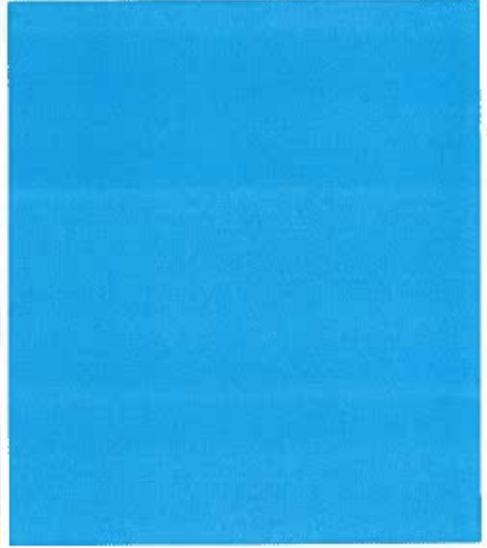
4350 Otay Mesa Road San Ysidro, CA 92173 ▪ www.sysdschools.org

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

SARC

2022-23

School Accountability
Report Card
Published in 2023-24



Ocean View Hills Elementary School

Grades TK-5
CDS Code 37-68379-6119341

Erika Meza, Principal
Erika.meza@sysdschools.org

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

www.sysdschools.org/Domain/10





Principal's Message

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

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

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

School Mission Statement

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

School Vision Statement

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

Parental Involvement

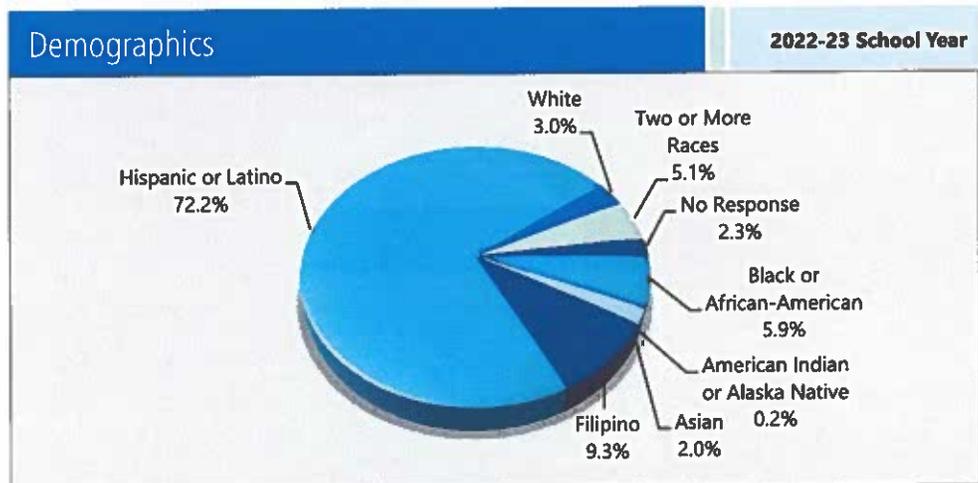
Our students benefit from extensive support from our parents and community members. Ocean View Hills is proud of its many opportunities for parents to volunteer their time. These opportunities include project volunteers, field trip chaperones, English Learner Advisory Committee (ELAC), School Site Council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

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

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

Enrollment by Student Group

The total enrollment at the school was 963 students for the 2022-23 school year. The pie chart displays the percentage of students enrolled in each group.



School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

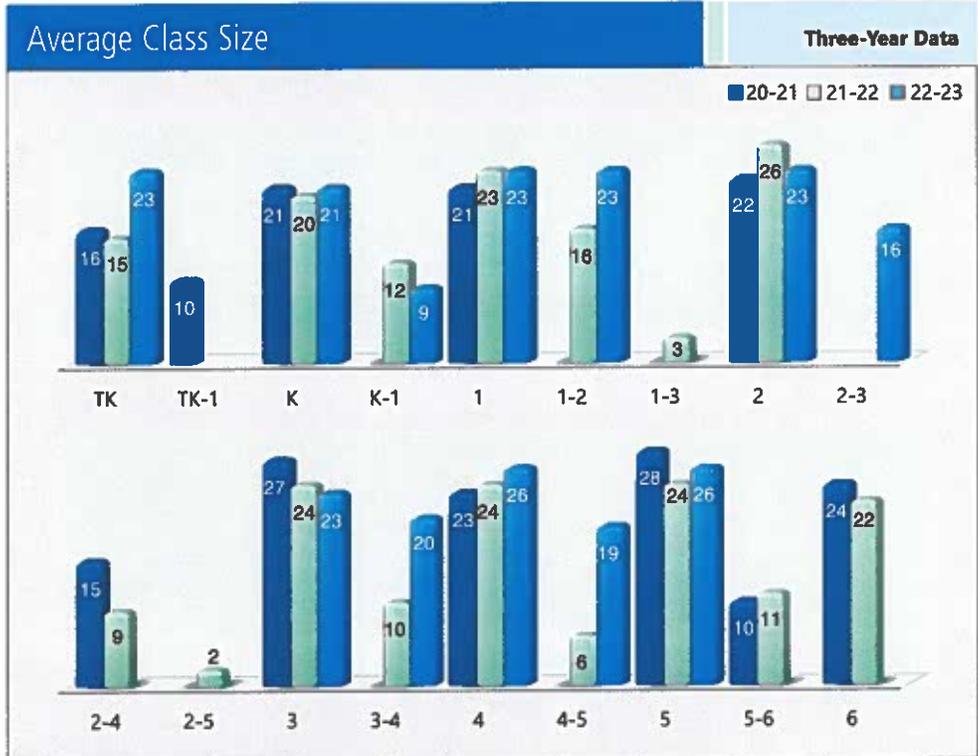
Governing Board

- Irene Lopez, President
- Zenaida Rosario, Vice President
- Antonio Martinez, Clerk
- Rudy Lopez, Member
- Rosaleah Pallasigue, Member



Class Size Distribution

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



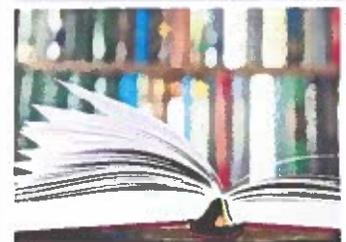
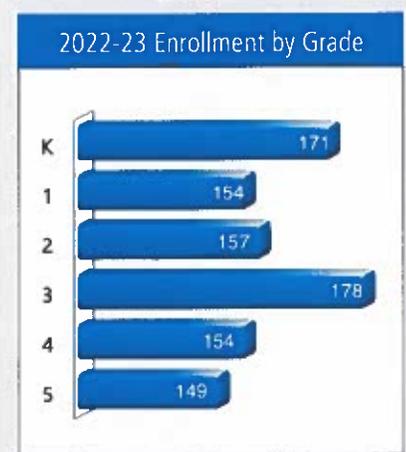
Grade	Three-Year Data								
	2020-21			2021-22			2022-23		
	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK	2			2				2	
TK-1	1								
K	2	4		1	6		1	5	
K-1				1			1		
1		4			6			6	
1-2				1	1			1	
1-3				1					
2		6			6			6	
2-3							1		
2-4	1			1					
2-5				1					
3		5			6			7	
3-4				1			1		
4	2	3		1	5			5	
4-5				1			1	1	
5		5		1	4			5	
5-6	1			2					
6	2	3		1	5				

Enrollment by Student Group

Demographics	
2022-23 School Year	
Female	49.00%
Male	50.80%
Non-Binary	0.20%
English learners	34.60%
Foster youth	0.10%
Homeless	11.30%
Migrant	0.00%
Socioeconomically Disadvantaged	34.10%
Students with Disabilities	11.50%

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2022-23 school year.





Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	Ocean View Hills ES			San Ysidro SD			California		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Suspension rates	0.00%	0.50%	0.70%	0.00%	2.50%	3.00%	0.20%	3.20%	3.60%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%

Note: Data collected during the 2020-21 school year may not be comparable to later years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.



Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2022-23 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	0.70%	0.00%	
Female	0.00%	0.00%	
Male	1.30%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	2.70%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	0.50%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	1.60%	0.00%	
White	0.00%	0.00%	
English Learners	0.50%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	0.00%	0.00%	
Socioeconomically Disadvantaged	0.90%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	0.70%	0.00%	

Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA), Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues and School Climate Conferences, as well as training sessions for the newly adopted instructional materials (Benchmark Advance/Adelante, Twig Science, McGraw Hill CA IMPACT and CA Inspire).

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2021-22	110
2022-23	125
2023-24	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Due to changes to the 2021–22 and 2022–23 PFT administration, only participation results are required for the five fitness areas.

Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2022-23 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1:	Component 2:	Component 3:	Component 4:	Component 5:
	Aerobic Capacity	Abdominal Strength and Endurance	Trunk Extensor and Strength and Flexibility	Upper Body Strength and Endurance	Flexibility
5	98.0%	78.4%	96.6%	96.6%	98.0%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2022-23 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	1,076	1,045	239	22.90%	
Female	526	516	103	20.00%	
Male	548	527	136	25.80%	
Non-Binary	2	2	0	0.00%	
American Indian or Alaska Native	2	2	0	0.00%	
Asian	18	18	2	11.10%	
Black or African American	73	68	7	10.30%	
Filipino	97	95	8	8.40%	
Hispanic or Latino	760	744	190	25.50%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	63	59	14	23.70%	
White	36	35	11	31.40%	
English Learners	404	394	107	27.20%	
Foster Youth	2	2	0	0.00%	
Homeless	137	130	54	41.50%	
Socioeconomically Disadvantaged	589	577	169	29.30%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	143	141	38	27.00%	

Types of Services Funded

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

Federal funds

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA Title IV, Part B, 21st Century Community Learning Centers Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

State funds

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



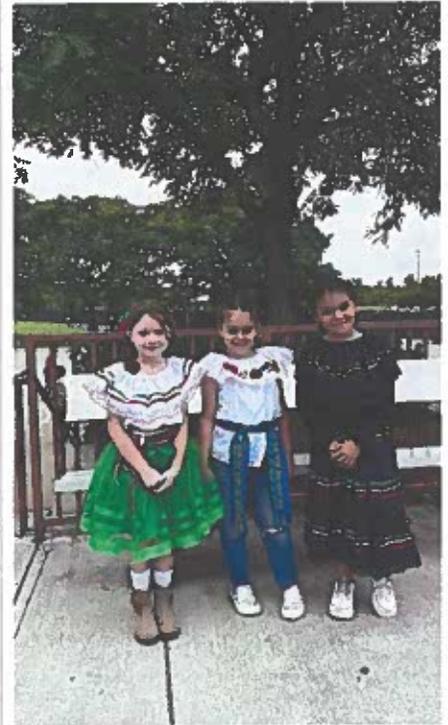


Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Ocean View Hills ES		San Ysidro SD		California	
Subject	21-22	22-23	21-22	22-23	21-22	22-23
Science	25.74%	30.87%	18.20%	18.22%	29.47%	30.29%

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Ocean View Hills ES		San Ysidro SD		California	
Subject	21-22	22-23	21-22	22-23	21-22	22-23
English language arts/literacy	54%	53%	35%	35%	47%	46%
Mathematics	36%	43%	23%	24%	33%	34%

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

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

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

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



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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	149	149	100.00%	0.00%	30.87%
Female	81	81	100.00%	0.00%	33.33%
Male	68	68	100.00%	0.00%	27.94%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	◆	◆	◆	◆	◆
Filipino	15	15	100.00%	0.00%	73.33%
Hispanic or Latino	112	112	100.00%	0.00%	25.89%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	◆	◆	◆	◆	◆
White	◆	◆	◆	◆	◆
English Learners	37	37	100.00%	0.00%	0.00%
Foster Youth	◆	◆	◆	◆	◆
Homeless	20	20	100.00%	0.00%	30.00%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	64	64	100.00%	0.00%	20.31%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	19	19	100.00%	0.00%	15.79%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	488	474	97.13%	2.87%	53.16%
Female	234	229	97.86%	2.14%	55.46%
Male	252	243	96.43%	3.57%	50.62%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	26	26	100.00%	0.00%	50.00%
Filipino	49	49	100.00%	0.00%	77.55%
Hispanic or Latino	355	343	96.62%	3.38%	49.56%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	37	36	97.30%	2.70%	61.11%
White	14	14	100.00%	0.00%	42.86%
English Learners	131	119	90.84%	9.16%	15.97%
Foster Youth	◆	◆	◆	◆	◆
Homeless	65	62	95.38%	4.62%	40.32%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	190	182	95.79%	4.21%	38.46%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	68	67	98.53%	1.47%	17.91%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	488	485	99.39%	0.61%	43.09%
Female	234	233	99.57%	0.43%	39.91%
Male	252	250	99.21%	0.79%	46.00%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	26	26	100.00%	0.00%	50.00%
Filipino	49	49	100.00%	0.00%	65.31%
Hispanic or Latino	355	352	99.15%	0.85%	39.20%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	37	37	100.00%	0.00%	54.05%
White	14	14	100.00%	0.00%	21.43%
English Learners	131	130	99.24%	0.76%	16.15%
Foster Youth	◆	◆	◆	◆	◆
Homeless	65	65	100.00%	0.00%	24.62%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	190	187	98.42%	1.58%	28.34%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	68	68	100.00%	0.00%	19.12%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 7, 2023, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2023-24 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Advance (English for TK)	2018
Reading/language arts	Benchmark Advance 2022 Edition (English for K-5)	2023
Reading/language arts	Benchmark Adelante 2023 Edition (Spanish K-3 for Dual Language)	2023
Reading/language arts	Benchmark Steps to Advance (2-5 SDC)	2018
English Language Development	Benchmark Advance, 2022: Asset-Based Access to English-Express (K-5)	2023
Mathematics	My Math, McGraw-Hill (TK-5)	2017
Science/Health	TWIG Science (TK-5)	2023
History/Social Science	Pilot process with: Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science (TK-5)	Pending

Quality of Textbooks

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

Quality of Textbooks		2023-24 School Year
Criteria	Yes/No	
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes	

Public Internet Access

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

⚡ Not applicable.

Availability of Textbooks and Instructional Materials

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

Percentage of Students Lacking Materials by Subject	
2023-24 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	⚡
Foreign language	⚡
Health	⚡

Currency of Textbooks

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

Currency of Textbooks	
2023-24 School Year	
Data collection date	9/7/2023





School Facility Good Repair Status

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

School Facility Good Repair Status		2023-24 School Year
Items Inspected	Repair Status	
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)	Good	
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Good	
Cleanliness: Pest/vermin control, overall cleanliness	Good	
Electrical: Electrical systems	Good	
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good	
Safety: Fire safety, emergency systems, hazardous materials	Good	
Structural: Structural condition, roofs	Good	
External: Windows/doors/gates/fences, playgrounds/school grounds	Good	
Overall summary of facility conditions	Good	
Date of the most recent FIT report	8/10/2023	

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2023-24 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2023-24 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Electrical	Rooms 23, 37 and 38: Lights burned out.	
Restrooms/fountains	Building 56: Discrepancy not listed	

School Safety

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

The school safety plan was last reviewed, updated, and discussed with the school faculty in September 2023. Ocean View Hills is focused on providing a positive, safe, and secure learning environment for students, staff, parents and the community. Ocean View Hills has a Site Emergency Operation Plan (SEOP). The SEOP is accessible to all faculty and staff. The SEOP is updated every school year and is shared with the School Site Council and faculty. We conduct the following drills: a fire drill once a month, an earthquake drill twice a year, a lockdown drill once a year and a bus evacuation drill once a year. Ocean View Hills is committed to supporting a learning environment that allows staff to effectively teach and for students to actively learn. Ocean View Hills School is currently on Tier 1 of the Positive Behavior Intervention Supports (PBIS). We have schoolwide rules and expectations posted in each classroom and around campus. Our PBIS team will develop an action plan to incorporate Character Education lessons along with the Second Steps Curriculum, which includes Social and Emotional Learning. Also, we are using restorative practices with our students and staff.

School Facilities

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

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

Cleaning Process

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

Maintenance and Repair

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

California School Dashboard

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



Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included. These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teacher Preparation and Placement					2020-21 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	42.5	97.7%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Properly Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	1.0	2.3%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	43.5	100.0%	184.5	100.0%	274,759.1	100.0%

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

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdfdash201.asp>.

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

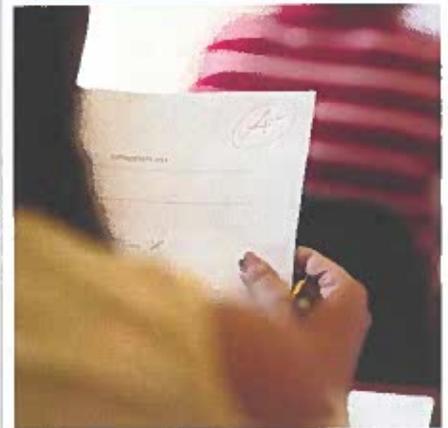




Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

This table displays the number of authorization/assignments of teachers as well as the total number of teachers without credentials and misassignments at the school level. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments	Two-Year Data	
	2020-21	2021-22
Authorization/Assignment		
Permits and Waivers	0.0	0.0
Misassignments	0.0	2.0
Vacant Positions	0.0	0.0
Total Teachers Without Credentials and Misassignments	0.0	2.0



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

This table displays the number of teachers and the total out-of-field teachers at the school level.

For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

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

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2022-23 School Year	
	Ratio
Pupils to Academic counselors	◇
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	2.50
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	3.00
Resource specialist (nonteaching)	0.00

◇ Not applicable.
 * 3 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.
 ** 1 District Nurse to oversee all schools and is available for all students.

Class Assignments

This table displays the number of teachers and the total out-of-field teachers at the school level.

Misassignment and vacant teacher position data should be available in the district's personnel office.

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

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

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



Financial Data

The financial data displayed in this SARC is from the 2021-22 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data	2021-22 Fiscal Year	
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$53,451	\$54,045
Midrange teacher salary	\$80,020	\$84,515
Highest teacher salary	\$105,710	\$110,866
Average elementary school principal salary	\$131,021	\$136,840
Average middle school principal salary	\$130,058	\$141,476
Superintendent salary	\$207,727	\$217,473
Teacher salaries: percentage of budget	35.47%	32.43%
Administrative salaries: percentage of budget	4.56%	5.62%

Financial Data Comparison

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

Financial Data Comparison	2021-22 Fiscal Year	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Ocean View Hills ES	\$4,732	\$105,490
San Ysidro SD	\$9,895	\$100,962
California	\$7,607	\$88,288
School and district: percentage difference	-52.2%	+4.5%
School and California: percentage difference	-37.8%	+19.5%

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

School Financial Data

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

School Financial Data	
2021-22 Fiscal Year	
Total expenditures per pupil	\$4,968
Expenditures per pupil from restricted sources	\$236
Expenditures per pupil from unrestricted sources	\$4,732
Annual average teacher salary	\$105,490



Expenditures Per Pupil

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

School Accountability Report Card

PUBLISHED BY:





San Ysidro
School District **EST - 1887**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

School Accountability Report Card (SARC) 2022-23

Published during the 2023-24 School Year

San Ysidro Middle School



Board Approval Date: January 25, 2024



San Ysidro School District

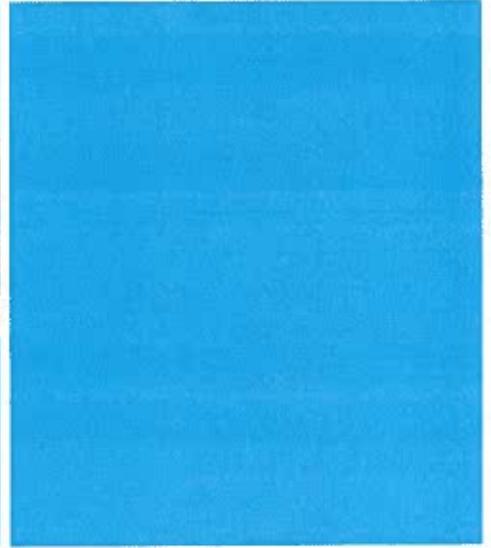
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SARC

2022-23

School Accountability
Report Card
Published in 2023-24



San Ysidro Middle School

Grades 7-8
CDS Code 37-68379-6098453

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



Principal's Message

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

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

School Mission Statement

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

School Vision Statement

Environment

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

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

Opportunity

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

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

21st Century Skills

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

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

Success

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

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

School Safety

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

San Ysidro Middle School places a strong emphasis on safety for students and staff. Emergency plans are reviewed frequently. Annual training procedures and drills for earthquakes, fires, intruders and bus evacuations are held according to district requirements. Maintenance staff works with a scheduled preventive program to offset costly repairs. The staff models and reviews safe behaviors and practices with the students regularly. The school safety plan was last reviewed, updated and discussed with the school faculty in October 2023.



School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

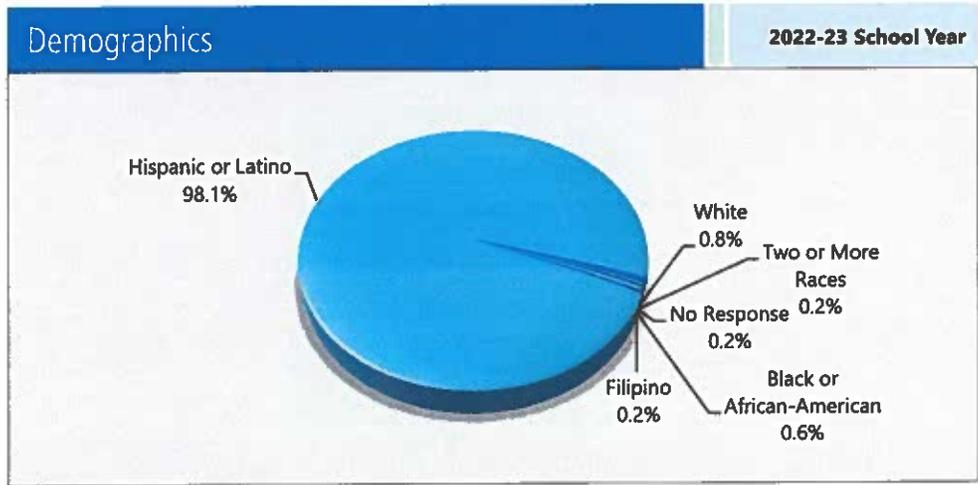
Governing Board

- Irene Lopez, President
- Zenaida Rosario, Vice President
- Antonio Martinez, Clerk
- Rudy Lopez, Member
- Rosaleah Pallasigüe, Member



Enrollment by Student Group

The total enrollment at the school was 531 students for the 2022-23 school year. The pie chart displays the percentage of students enrolled in each group.

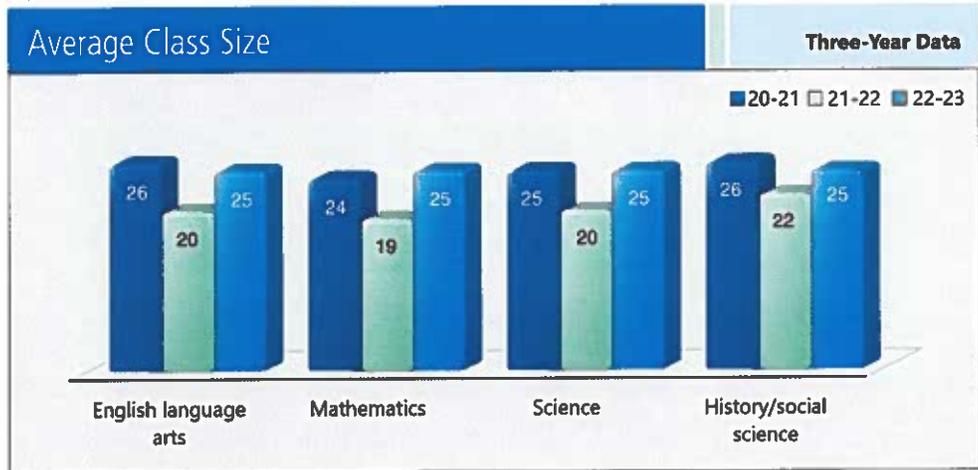


Enrollment by Student Group

Demographics	
2022-23 School Year	
Female	46.30%
Male	53.70%
Non-Binary	0.00%
English learners	53.50%
Foster youth	0.40%
Homeless	31.60%
Migrant	0.60%
Socioeconomically Disadvantaged	71.90%
Students with Disabilities	16.80%

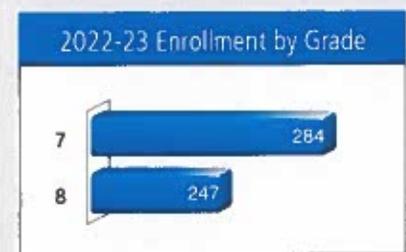
Class Size Distribution

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



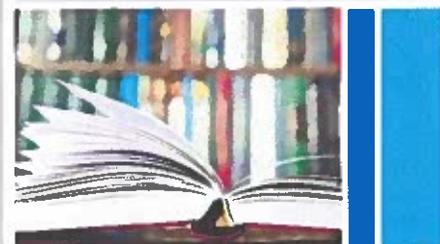
Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2022-23 school year.



Number of Classrooms by Size **Three-Year Data**

Subject	2020-21			2021-22			2022-23		
	Number of Students								
	1-22	23-32	33+	1-22	23-32	33+	1-22	21-32	33+
English language arts	6	10	7	12	13		8	10	3
Mathematics	7	15	2	16	11		8	7	6
Science	6	17	1	14	11		5	9	6
History/social science	6	10	7	9	13	1	6	15	





Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	San Ysidro MS			San Ysidro SD			California		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Suspension rates	0.00%	10.00%	9.60%	0.00%	2.50%	3.00%	0.20%	3.20%	3.60%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%

Note: Data collected during the 2020–21 school year may not be comparable to later years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.



Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2022-23 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	9.60%	0.00%	
Female	6.50%	0.00%	
Male	12.50%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	9.80%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	0.00%	0.00%	
English Learners	9.90%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	9.30%	0.00%	
Socioeconomically Disadvantaged	10.80%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	10.30%	0.00%	

Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA), Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues and School Climate Conferences, as well as training sessions for the newly adopted instructional materials (Benchmark Advance/Adelante, Twig Science, McGraw Hill CA IMPACT and CA Inspire).

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2021-22	110
2022-23	125
2023-24	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Due to changes to the 2021–22 and 2022-23 PFT administration, only participation results are required for the five fitness areas.

Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2022-23 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
7	81.3%	81.3%	81.3%	81.3%	81.6%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2022-23 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	583	569	203	35.70%	
Female	278	267	91	34.10%	
Male	305	302	112	37.10%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	0	0	0	0.00%	
Black or African American	3	3	1	33.30%	
Filipino	1	1	0	0.00%	
Hispanic or Latino	570	556	201	36.20%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	1	1	0	0.00%	
White	5	5	1	20.00%	
English Learners	333	323	123	38.10%	
Foster Youth	2	2	0	0.00%	
Homeless	194	188	84	44.70%	
Socioeconomically Disadvantaged	499	487	183	37.60%	
Students Receiving Migrant Education Services	3	3	2	66.70%	
Students with Disabilities	107	105	54	51.40%	

Types of Services Funded

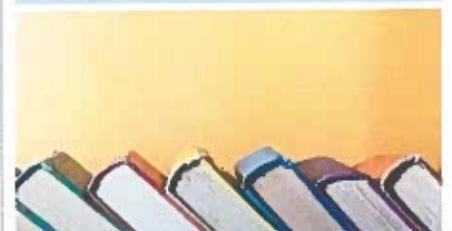
San Ysidro School District received state and federal funding for the following categorical, special education and support programs:

Federal funds

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA Title IV, Part B, 21st Century Community Learning Centers Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

State funds

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





Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
Subject	San Ysidro MS		San Ysidro SD		California	
	21-22	22-23	21-22	22-23	21-22	22-23
Science	14.80%	19.34%	18.20%	18.22%	29.47%	30.29%

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
Subject	San Ysidro MS		San Ysidro SD		California	
	21-22	22-23	21-22	22-23	21-22	22-23
English language arts/literacy	30%	31%	35%	35%	47%	46%
Mathematics	14%	17%	23%	24%	33%	34%

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

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

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

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



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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	255	250	98.04%	1.96%	19.60%
Female	128	125	97.66%	2.34%	12.80%
Male	127	125	98.43%	1.57%	26.40%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	249	244	97.99%	2.01%	19.67%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	87	86	98.85%	1.15%	2.33%
Foster Youth	♦	♦	♦	♦	♦
Homeless	80	80	100.00%	0.00%	17.50%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	190	185	97.37%	2.63%	16.22%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	49	46	93.88%	6.12%	4.35%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	538	497	92.38%	7.62%	31.39%
Female	254	237	93.31%	6.69%	34.18%
Male	284	260	91.55%	8.45%	28.85%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	◆	◆	◆	◆	◆
Filipino	◆	◆	◆	◆	◆
Hispanic or Latino	527	489	92.79%	7.21%	31.49%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	◆	◆	◆	◆	◆
White	◆	◆	◆	◆	◆
English Learners	210	179	85.24%	14.76%	4.47%
Foster Youth	◆	◆	◆	◆	◆
Homeless	170	152	89.41%	10.59%	24.34%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	395	365	92.41%	7.59%	27.95%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	101	94	93.07%	6.93%	8.51%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	538	522	97.03%	2.97%	16.70%
Female	254	247	97.24%	2.76%	14.63%
Male	284	275	96.83%	3.17%	18.55%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	◆	◆	◆	◆	◆
Filipino	◆	◆	◆	◆	◆
Hispanic or Latino	527	511	96.96%	3.04%	16.67%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	◆	◆	◆	◆	◆
White	◆	◆	◆	◆	◆
English Learners	210	200	95.24%	4.76%	1.51%
Foster Youth	◆	◆	◆	◆	◆
Homeless	170	164	96.47%	3.53%	13.41%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	395	382	96.71%	3.29%	13.91%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	101	94	93.07%	6.93%	1.08%

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





School Facility Good Repair Status

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

School Facility Good Repair Status		2023-24 School Year
Items Inspected	Repair Status	
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)	Good	
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Fair	
Cleanliness: Pest/vermin control, overall cleanliness	Good	
Electrical: Electrical systems	Good	
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good	
Safety: Fire safety, emergency systems, hazardous materials	Good	
Structural: Structural condition, roofs	Good	
External: Windows/doors/gates/fences, playgrounds/school grounds	Good	
Overall summary of facility conditions	Good	
Date of the most recent FIT report	11/16/2023	

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2023-24 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2023-24 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Systems	MCC Cust: Water heater has rust at the base and corrosion at the pipe connections, air vent grille on ceiling is rusty.	
Interior	108 Counseling, mail room: carpet seam gaps; Arcia Office: carpet seam gap and fraying. Wall cracks have been addressed. The cracked Formica counter will be addressed. Cabinet has been secured to the wall; 102MDF: carpet gap--typical for this area, ceiling tile replaced; Room 105: ceiling tile fixed; carpet seam has gap; MCC Lunch Area: wall tiles broken near girls RR/Kitchen addressed; MCC Cust: wall damage addressed; Lounge: floor tile damaged, cove base damaged; Back MCC Hallway: wall damage at corner bead, cove base damaged; Main Stage: Cover base missing by stairs leading to stage; Assembly Seating Area: corner wall damaged near chair storage; tiles damaged under stage edge; MCC Foyer: multiple ceiling tiles stained; MCC Foyer Storage: Holes at back wall; Music Room: carpet tread at steps came off leaving gap, corner bead damaged; Book Room: Ceiling tile cracked, corner bead damage; Lactation Room: countertops damaged; Room 703: carpet stained; Old Cafe Sped RR: tiles missing; Boys Coach Office: counter damage; Laundry: wall damage.	
Cleanliness	700 Courtyard: bird droppings at parking lot gate and on ground.	
Electrical	Kitchen Staff RR: light out; Main Stage: lobby light covers fixed; 700 Courtyard: junction box cover plates missing, main electrical gear door broken; Old Cafe Sped RR: Electrical panel blocked; Laundry: light diffuser missing; ASB Office: exterior electrical distribution box is rusted/damaged.	
Restrooms/fountains	Old Cafe Sped RR, boys and girls coach office: Sink rusty.	
Safety	102 MDF: fire alarm trouble light on; MCC Lunch Area: peeling paint on ceiling beams; Lounge: interior peeling paint at threshold and beams; Main Stage: self illuminous exit signs expired (2020) changed, fire extinguisher box unblocked, will update chair lift certification; Music Room: self-illuminous exit signs expired x 2 (2020); 700 Court Yard: deficiency not specified.	

Continued on page 11

School Facilities

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

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

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

Cleaning Process

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

Maintenance and Repair

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





Deficiencies and Repairs, *Continued from page 10*

Deficiencies and Repairs		2023-24 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Structural	Music Room: corner cracked; Instrument Storage 1: rain gutter and metal fascia are rusted at multiple spots between the back of instrument rooms and foyer facing the parking lot; MCC Exterior Cust: cracks in wall; Girls Locker & all gender RR: exterior stucco damaged; PE Shade Shelter: Shade Shelter damaged.	
External	MCC Lunch Area: skylight beams have rust (moisture damage) and skylight panels build-up of debris at multiple places; Room 405: gap at concrete door threshold; Laundry: basketball court asphalt cracks and cracks outside locker room; PE Shade Shelter: matting at playground equipment has holes due to missing pieces/parts, asphalt damaged/cracked--typical for play areas.	

Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 7, 2023, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List			2023-24 School Year
Subject	Textbook	Adopted	
Reading/Language Arts	Amplify ELA + ELD (7-8)	2018	
English Language Development	Amplify ELA + ELD (7-8)	2018	
Mathematics	SpringBoard, College Board (7-8)	2017	
Science/Health	McGraw Hill CA Inspire Science (7-8)	2023	
History/Social Science	McGraw Hill Impact CA Social Science (7-8)	2023	
Spanish (Elective)	Realidades, Prentice Hall	2008	

Parental Involvement

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

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

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

Parents who wish to participate in San Ysidro Middle School's school committees, school activities or become volunteers may contact Acting Principal Mairén Ruiz at (619) 428-5551, or María Gomez, Administrative Secretary at (619) 428-5551 Ext. 3298.

Availability of Textbooks and Instructional Materials

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

Percentage of Students Lacking Materials by Subject	
2023-24 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	0%
Foreign language	0%
Health	◇
◇ Not applicable.	

Currency of Textbooks

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

Currency of Textbooks	
2023-24 School Year	
Data collection date	9/7/2023

Quality of Textbooks

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

Quality of Textbooks	
2023-24 School Year	
Criteria	Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes



Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included. These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

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

Teacher Preparation and Placement					2021-22 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	24.8	92.0%	181.6	92.2%	234,405.2	84.0%
Intern Credential Holders Properly Assigned	0.0	0.0%	1.0	0.5%	4,853.0	1.7%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.9	3.3%	11.1	5.6%	12,001.5	4.3%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.2	0.7%	0.2	0.1%	11,953.1	4.3%
Unknown	1.0	3.9%	3.0	1.6%	15,831.9	5.7%
Total Teaching Positions	27.0	100.0%	197.0	100.0%	279,044.8	100.0%

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdfdash201.asp>.

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





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

This table displays the number of authorization/assignments of teachers as well as the total number of teachers without credentials and misassignments at the school level. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Authorization/Assignment	Two-Year Data	
	2020-21	2021-22
Permits and Waivers	0.0	0.0
Misassignments	0.0	0.9
Vacant Positions	0.0	0.0
Total Teachers Without Credentials and Misassignments	0.0	0.9

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

This table displays the number of teachers and the total out-of-field teachers at the school level.

For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

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

Class Assignments

This table displays the number of teachers and the total out-of-field teachers at the school level.

Misassignment and vacant teacher position data should be available in the district's personnel office.

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

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

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

California School Dashboard

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

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2022-23 School Year	
	Ratio
Pupils to Academic counselors	266:1
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	2.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	2.00
Resource specialist (nonteaching)	0.00

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



Financial Data

The financial data displayed in this SARC is from the 2021-22 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data	2021-22 Fiscal Year	
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$53,451	\$54,045
Midrange teacher salary	\$80,020	\$84,515
Highest teacher salary	\$105,710	\$110,866
Average elementary school principal salary	\$131,021	\$136,840
Average middle school principal salary	\$130,058	\$141,476
Superintendent salary	\$207,727	\$217,473
Teacher salaries: percentage of budget	35.47%	32.43%
Administrative salaries: percentage of budget	4.56%	5.62%

Financial Data Comparison

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

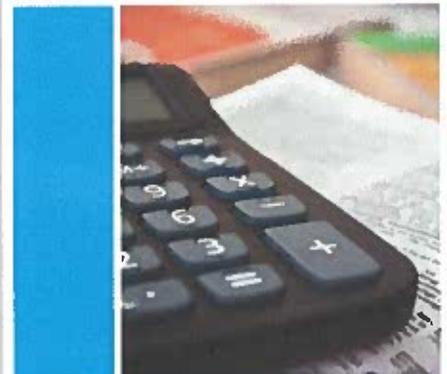
Financial Data Comparison	2021-22 Fiscal Year	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
San Ysidro MS	\$8,564	\$98,476
San Ysidro SD	\$9,895	\$100,962
California	\$7,607	\$88,288
School and district: percentage difference	-13.5%	-2.5%
School and California: percentage difference	+12.6%	+11.5%

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

School Financial Data

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

School Financial Data	
2021-22 Fiscal Year	
Total expenditures per pupil	\$9,606
Expenditures per pupil from restricted sources	\$1,043
Expenditures per pupil from unrestricted sources	\$8,564
Annual average teacher salary	\$98,476



Expenditures Per Pupil

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

School Accountability Report Card

PUBLISHED BY:





San Ysidro
School District **EST - 1887**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

School Accountability Report Card (SARC) 2022-23

Published during the 2023-24 School Year

Smythe Elementary



Board Approval Date: January 25, 2024



San Ysidro School District

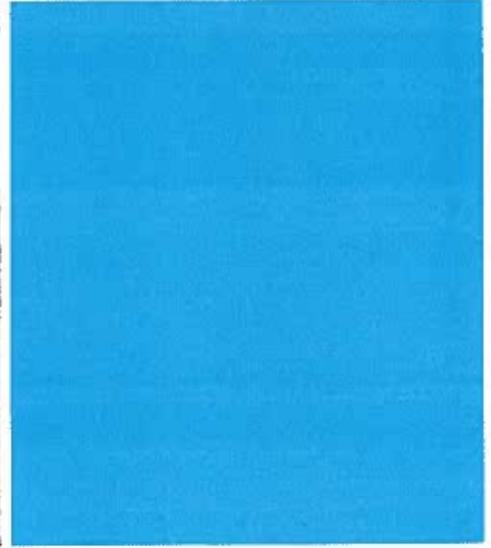
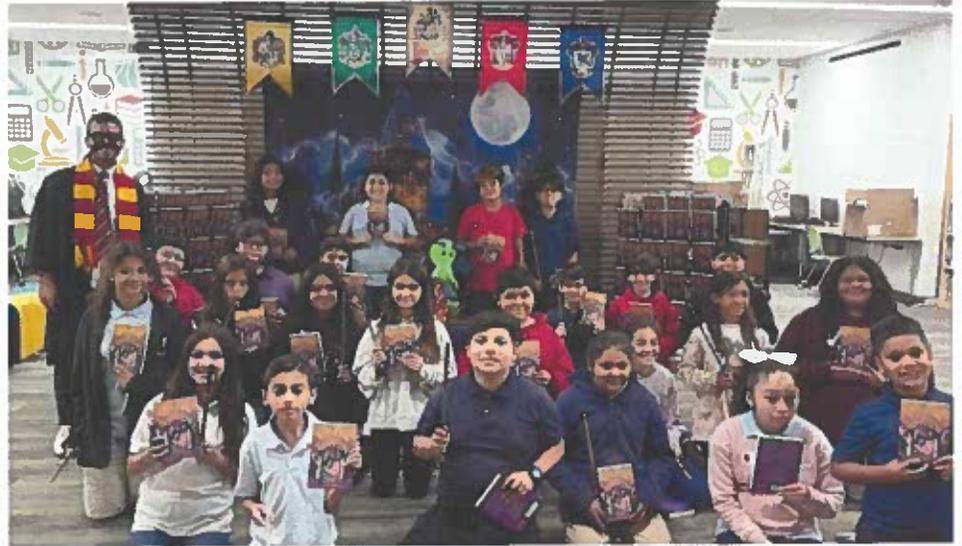
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SARC

2022-23

School Accountability
Report Card
Published in 2023-24



Smythe Elementary School

Grades K-6
CDS Code 37-68379-6085146

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



Principal's Message

Welcome to Smythe Elementary School!

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

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

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

A dedicated team of professional educators and support staff provide students with a rigorous, California standards-based curriculum, and differentiate according to students' needs: 1. increase academic achievement by 5% in all grade levels in reading and mathematics; 2. strengthen the positive school culture through the implementation of Positive Behavioral Interventions and Supports (PBIS) schoolwide; and 3. strengthen parent success through participation in Parent Teacher Association (PTA), English Learner Advisory Committee (ELAC), Social Site School (SSC), Coffee with the Principal forums and other school volunteer opportunities. Our goal is to raise average daily attendance to 95%.

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

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

School Mission Statement

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

Parental Involvement

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

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

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

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

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



School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

Governing Board

Irene Lopez, President

Zenaida Rosario, Vice President

Antonio Martinez, Clerk

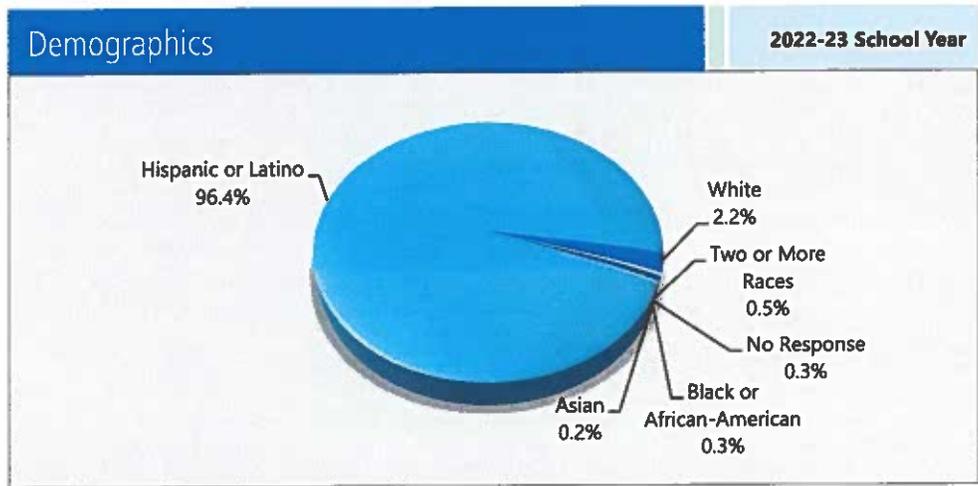
Rudy Lopez, Member

Rosaleah Pallasiguae, Member



Enrollment by Student Group

The total enrollment at the school was 578 students for the 2022-23 school year. The pie chart displays the percentage of students enrolled in each group.



Enrollment by Student Group

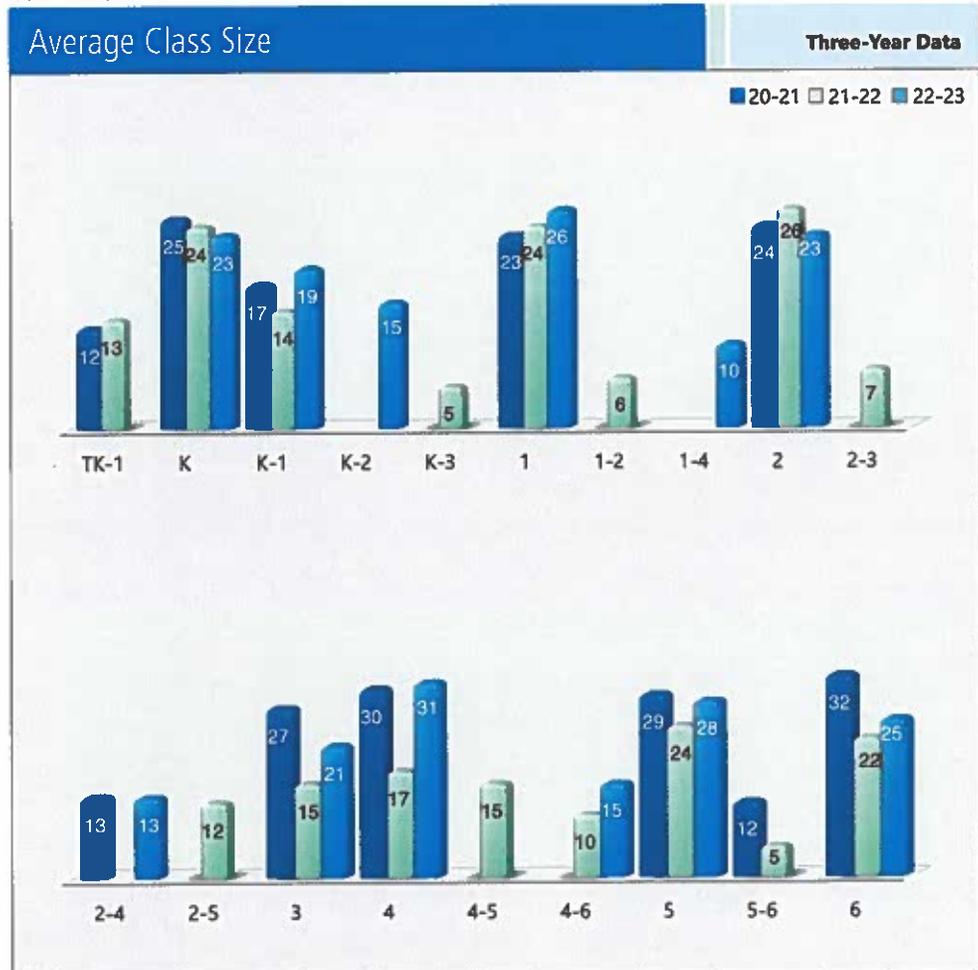
Demographics

2022-23 School Year

Female	48.60%
Male	51.40%
Non-Binary	0.00%
English learners	69.40%
Foster youth	0.50%
Homeless	29.60%
Migrant	0.20%
Socioeconomically Disadvantaged	73.50%
Students with Disabilities	16.80%

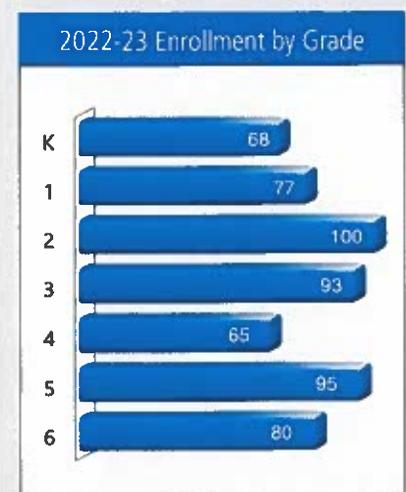
Class Size Distribution

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



Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2022-23 school year.





Number of Classrooms by Size	Three-Year Data								
	2020-21			2021-22			2022-23		
	Number of Students								
Grade	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK-1	1			2					
K		3			2			2	
K-1	1	1		1	1		1	1	
K-2							1		
K-3				1					
1	1	2			3			2	
1-2				2					
1-4							1		
2		3			3			4	
2-3				1					
2-4	1						1		
2-5				1					
3		4		3	1		1	3	
4		3		2	2			2	
4-5				1	1				
4-6				1			1		
5		3			3			3	
5-6	1			1					
6		3		1	3			3	

"Students at Smythe Elementary School are empowered with knowledge and skills that will enable them to adapt and transform their community and the world around them."



California School Dashboard

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

School Safety

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

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



Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	Smythe ES			San Ysidro SD			California		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Suspension rates	0.00%	2.10%	3.70%	0.00%	2.50%	3.00%	0.20%	3.20%	3.60%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%

Note: Data collected during the 2020–21 school year may not be comparable to later years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.



Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2022-23 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	3.70%	0.00%	
Female	2.80%	0.00%	
Male	4.50%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	3.50%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	8.30%	0.00%	
English Learners	3.80%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	6.40%	0.00%	
Socioeconomically Disadvantaged	4.00%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	2.60%	0.00%	

Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA), Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues and School Climate Conferences, as well as training sessions for the newly adopted instructional materials (Benchmark Advance/Adelante, Twig Science, McGraw Hill CA IMPACT and CA Inspire).

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2021-22	110
2022-23	125
2023-24	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Due to changes to the 2021–22 and 2022–23 PFT administration, only participation results are required for the five fitness areas.

Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2022-23 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	87.9%	92.3%	60.4%	91.2%	85.7%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2022-23 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	651	625	333	53.30%	
Female	318	302	158	52.30%	
Male	333	323	175	54.20%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	1	1	1	100.00%	
Black or African American	2	2	1	50.00%	
Filipino	0	0	0	0.00%	
Hispanic or Latino	628	603	319	52.90%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	3	3	2	66.70%	
White	12	11	6	54.50%	
English Learners	473	461	252	54.70%	
Foster Youth	4	4	2	50.00%	
Homeless	202	192	132	68.80%	
Socioeconomically Disadvantaged	580	559	316	56.50%	
Students Receiving Migrant Education Services	1	1	1	100.00%	
Students with Disabilities	117	115	63	54.80%	

Types of Services Funded

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

Federal funds

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA Title IV, Part B, 21st Century Community Learning Centers Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

State funds

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





Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
Subject	Smythe ES		San Ysidro SD		California	
	21-22	22-23	21-22	22-23	21-22	22-23
Science	14.46%	14.12%	18.20%	18.22%	29.47%	30.29%

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
Subject	Smythe ES		San Ysidro SD		California	
	21-22	22-23	21-22	22-23	21-22	22-23
English language arts/literacy	22%	22%	35%	35%	47%	46%
Mathematics	15%	15%	23%	24%	33%	34%

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

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

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

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



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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	92	92	100.00%	0.00%	13.04%
Female	46	46	100.00%	0.00%	10.87%
Male	46	46	100.00%	0.00%	15.22%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	◆	◆	◆	◆	◆
Filipino	◆	◆	◆	◆	◆
Hispanic or Latino	91	91	100.00%	0.00%	13.19%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	◆	◆	◆	◆	◆
White	◆	◆	◆	◆	◆
English Learners	52	52	100.00%	0.00%	0.00%
Foster Youth	◆	◆	◆	◆	◆
Homeless	34	34	100.00%	0.00%	5.88%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	65	65	100.00%	0.00%	10.77%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	17	17	100.00%	0.00%	5.88%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	334	320	95.81%	4.19%	21.56%
Female	163	157	96.32%	3.68%	17.83%
Male	171	163	95.32%	4.68%	25.15%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	316	303	95.89%	4.11%	21.78%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	196	184	93.88%	6.12%	4.35%
Foster Youth	♦	♦	♦	♦	♦
Homeless	105	99	94.29%	5.71%	14.14%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	253	244	96.44%	3.56%	18.44%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	56	53	94.64%	5.36%	15.09%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	334	328	98.20%	1.80%	14.94%
Female	163	162	99.39%	0.61%	9.26%
Male	171	166	97.08%	2.92%	20.48%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	316	311	98.42%	1.58%	15.11%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	196	193	98.47%	1.53%	5.18%
Foster Youth	♦	♦	♦	♦	♦
Homeless	105	102	97.14%	2.86%	12.75%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	253	247	97.63%	2.37%	12.96%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	56	52	92.86%	7.14%	9.62%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 7, 2023, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2023-24 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Advance 2022 Edition (English for K-6)	2023
Reading/language arts	Benchmark Adelante 2023 Edition (Spanish K-3 for Dual Language)	2023
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018
English Language Development	Benchmark Advance, 2022: Asset-Based Access to English-Express (K-6)	2023
Mathematics	My Math, McGraw-Hill (K-5)	2017
Mathematics	SpringBoard, College Board (6)	2017
Science/Health	TWIG Science (K-5)	2023
Science/Health	McGraw Hill CA Inspire Science (6)	2023
History/Social Science	Pilot process with: Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science (K-6)	Pending

Quality of Textbooks

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

Quality of Textbooks		2023-24 School Year
Criteria	Yes/No	
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes	

Public Internet Access

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

⚡ Not applicable.

Availability of Textbooks and Instructional Materials

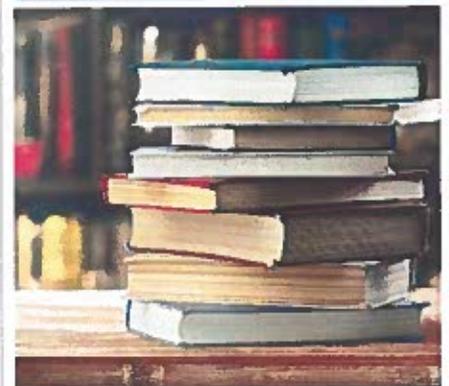
The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Students Lacking Materials by Subject	
2023-24 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	⚡
Foreign language	⚡
Health	⚡

Currency of Textbooks

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

Currency of Textbooks	
2023-24 School Year	
Data collection date	9/7/2023





School Facility Good Repair Status

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

School Facility Good Repair Status		2023-24 School Year
Items Inspected	Repair Status	
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)	Good	
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Good	
Cleanliness: Pest/vermin control, overall cleanliness	Good	
Electrical: Electrical systems	Fair	
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good	
Safety: Fire safety, emergency systems, hazardous materials	Good	
Structural: Structural condition, roofs	Good	
External: Windows/doors/gates/fences, playgrounds/school grounds	Good	
Overall summary of facility conditions	Good	
Date of the most recent FIT report	8/10/2023	

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2023-24 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2023-24 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Interior	Room 24: Ceiling tile stained	
Electrical	Rooms 6 and 7: Deficiency not listed. Rooms 11, 14, 15, 16, 27 and 32: Lights burned out.	
Safety	Room 7: Deficiency not listed	
Structural	Room 4: Deficiency not listed	
External	Rooms 8 and 10: Deficiencies not listed	

School Facilities

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

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

Cleaning Process

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

Maintenance and Repair

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

Smythe Modernization

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



"We value a multicultural education and see the beauty in diversity."



Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included. These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

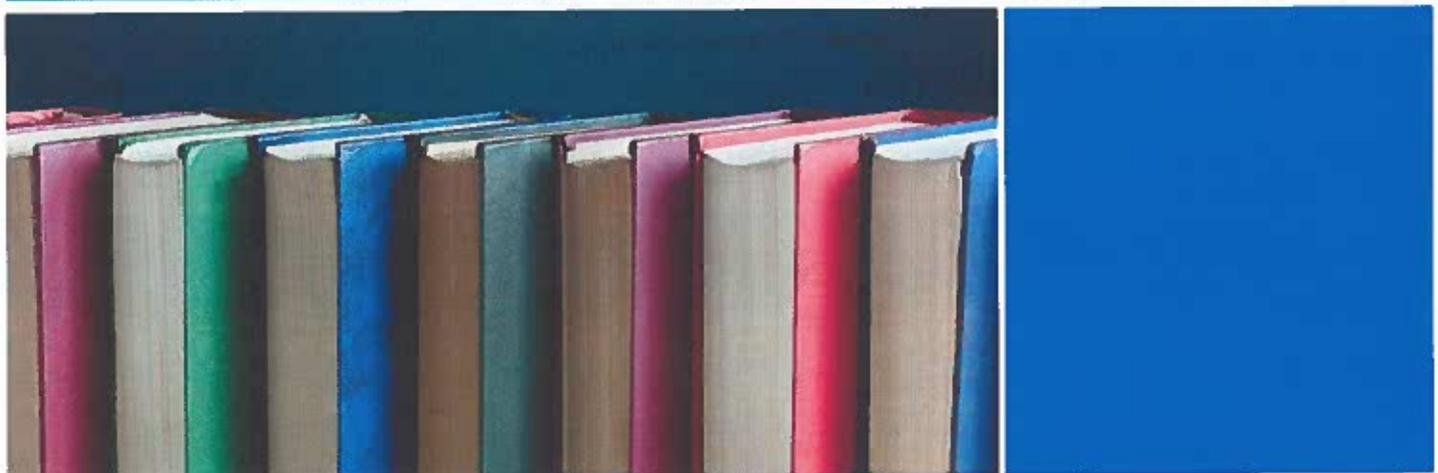
Teacher Preparation and Placement					2020-21 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.0	95.7%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Properly Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	1.0	4.3%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	23.0	100.0%	184.5	100.0%	274,759.1	100.0%

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

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdfdash201.asp>.

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





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

This table displays the number of authorization/assignments of teachers as well as the total number of teachers without credentials and misassignments at the school level. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments	Two-Year Data	
	2020-21	2021-22
Authorization/Assignment		
Permits and Waivers	0.0	0.0
Misassignments	0.0	2.0
Vacant Positions	0.0	0.0
Total Teachers Without Credentials and Misassignments	0.0	2.0

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

This table displays the number of teachers and the total out-of-field teachers at the school level.

For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

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

Class Assignments

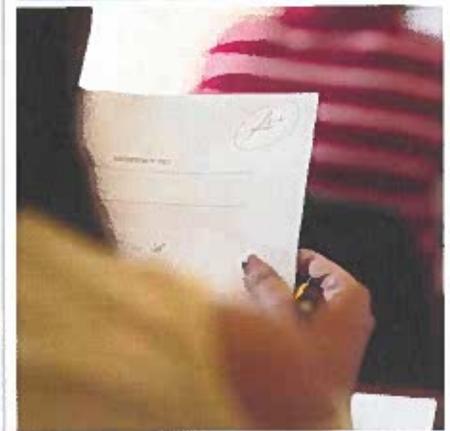
This table displays the number of teachers and the total out-of-field teachers at the school level.

Misassignment and vacant teacher position data should be available in the district's personnel office.

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

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

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



Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2022-23 School Year	
	Ratio
Pupils to Academic counselors	◇
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	2.00
Resource specialist (nonteaching)	0.00

◇ Not applicable.
 * 3 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.
 ** 1 District Nurse to oversee all schools and is available for all students.



Financial Data

The financial data displayed in this SARC is from the 2021-22 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data	2021-22 Fiscal Year	
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$53,451	\$54,045
Midrange teacher salary	\$80,020	\$84,515
Highest teacher salary	\$105,710	\$110,866
Average elementary school principal salary	\$131,021	\$136,840
Average middle school principal salary	\$130,058	\$141,476
Superintendent salary	\$207,727	\$217,473
Teacher salaries: percentage of budget	35.47%	32.43%
Administrative salaries: percentage of budget	4.56%	5.62%

Financial Data Comparison

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

Financial Data Comparison	2021-22 Fiscal Year	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Smythe ES	\$4,982	\$97,507
San Ysidro SD	\$9,895	\$100,962
California	\$7,607	\$88,288
School and district: percentage difference	-49.7%	-3.4%
School and California: percentage difference	-34.5%	+10.4%

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

School Financial Data

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

School Financial Data	
2021-22 Fiscal Year	
Total expenditures per pupil	\$5,292
Expenditures per pupil from restricted sources	\$310
Expenditures per pupil from unrestricted sources	\$4,982
Annual average teacher salary	\$97,507



Expenditures Per Pupil

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

School Accountability Report Card

PUBLISHED BY:





San Ysidro
School District **EST - 1887**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

School Accountability Report Card (SARC) 2022-23

Published during the 2023-24 School Year

Sunset Elementary



Board Approval Date: January 25, 2024



San Ysidro School District

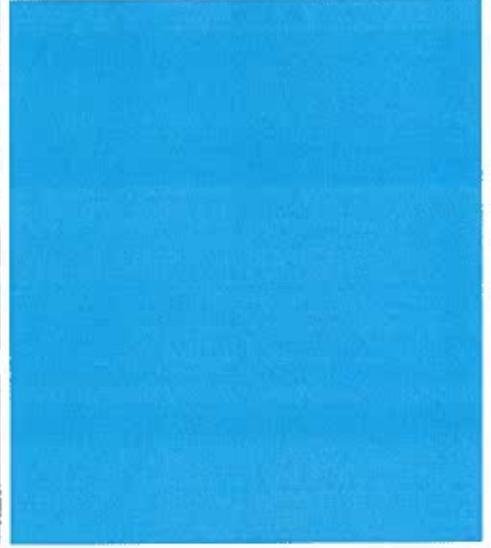
4350 Otay Mesa Road San Ysidro, CA 92173 ▪ www.sysdschools.org

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SARC

2022-23

School Accountability
Report Card
Published in 2023-24



Sunset Elementary School

Grades K-6
CDS Code 37-68379-6093264

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Efrain.burciaga@sysdschools.org

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San Ysidro, CA 92173
(619) 428-1148

www.sysdschools.org/sunset



Sunset Lions ROAR: Respect Others, Act Responsibly



Principal's Message

Welcome to Sunset Elementary School, a California Distinguished School. As principal, I am especially pleased to be part of a faculty and staff committed to providing the best possible education for every child. Sunset is located in the coastal community of San Ysidro, adjacent to the U.S.-Mexico border. Our teaching and learning are focused on meeting and exceeding the California Common Core State Standards for every child. The varied levels of instruction provide a framework to challenge advanced students and support those who may be struggling while creating a solid classroom experience for students learning at grade level. As we continue to grow, we will provide a safe and supportive learning environment that empowers students to become lifelong learners.

In accordance with Proposition 98, every school in California is required to issue a School Accountability Report Card (SARC). This report will provide you, parents and community members, with valuable information about our school's achievements, resources, students and staff. Since home, school and community unity and cooperation are keys to school success, we hope you will gain a better understanding of our school through the information provided in this report.

School Mission Statement

Sunset Elementary School: "A tradition of academic excellence"

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

School Vision Statement

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

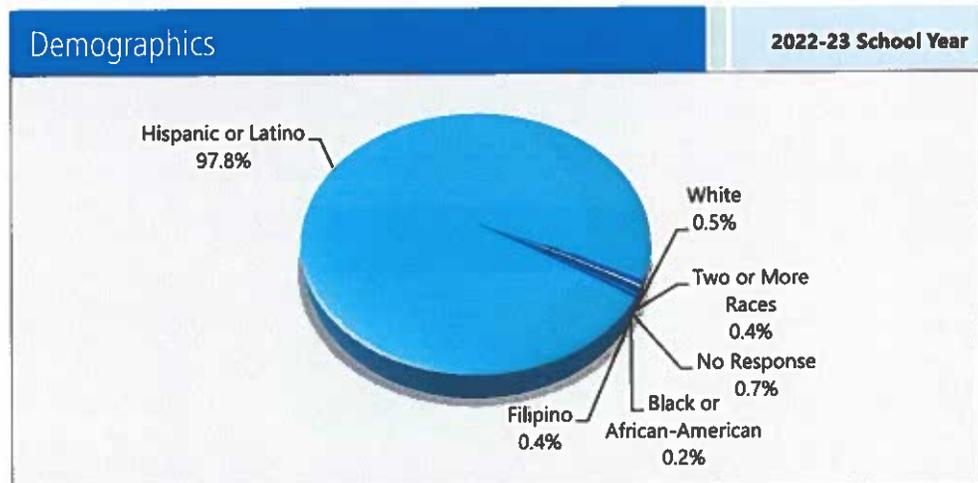
Parental Involvement

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

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

Enrollment by Student Group

The total enrollment at the school was 546 students for the 2022-23 school year. The pie chart displays the percentage of students enrolled in each group.



School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

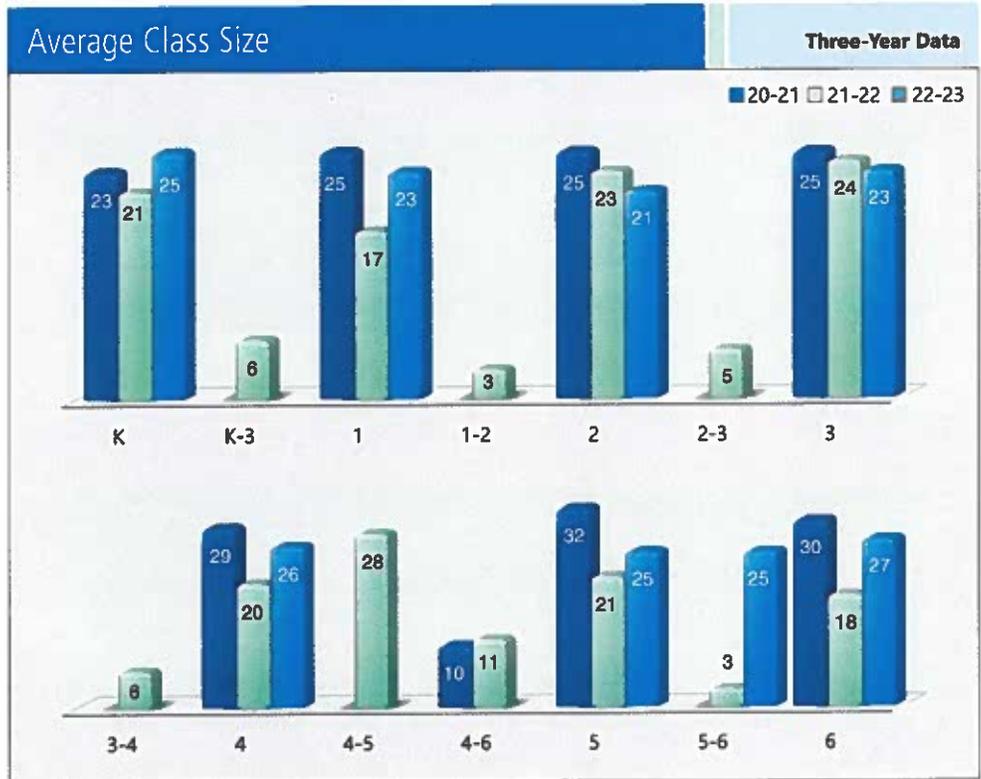
Governing Board

- Irene Lopez, President
- Zenaida Rosario, Vice President
- Antonio Martinez, Clerk
- Rudy Lopez, Member
- Rosaleah Pallasigue, Member



Class Size Distribution

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



Number of Classrooms by Size

Three-Year Data

Grade	2020-21			2021-22			2022-23		
	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
K		3		1	2			3	
K-3				1					
1		3		3	1			3	
1-2				1					
2		3			3		1	2	
2-3				1					
3		4			3			3	
3-4				1					
4		3		1	3			3	
4-5					1				
4-6	1			1					
5		3		1	3			3	
5-6				1				1	
6		3		1	4			3	

Enrollment by Student Group

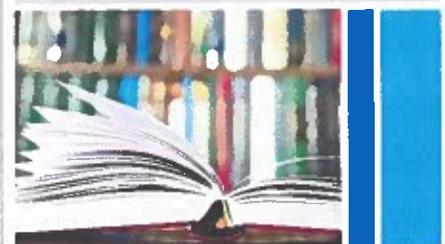
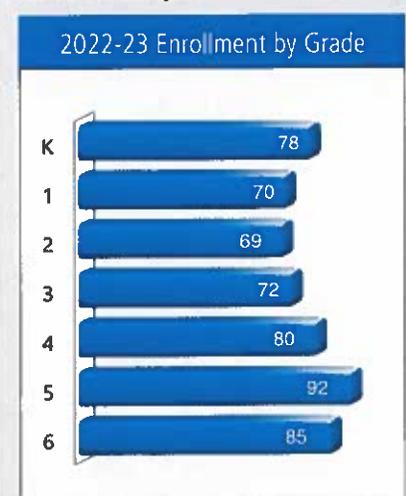
Demographics

2022-23 School Year

Female	51.30%
Male	48.70%
Non-Binary	0.00%
English learners	72.50%
Foster youth	0.00%
Homeless	24.40%
Migrant	0.00%
Socioeconomically Disadvantaged	66.50%
Students with Disabilities	10.10%

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2022-23 school year.





Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	Sunset ES			San Ysidro SD			California		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Suspension rates	0.00%	2.00%	1.40%	0.00%	2.50%	3.00%	0.20%	3.20%	3.60%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%

Note: Data collected during the 2020–21 school year may not be comparable to later years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.



Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2022-23 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	1.40%	0.00%	
Female	1.00%	0.00%	
Male	1.80%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	1.40%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	0.00%	0.00%	
English Learners	1.10%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	1.40%	0.00%	
Socioeconomically Disadvantaged	1.50%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	0.00%	0.00%	

Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA), Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues and School Climate Conferences, as well as training sessions for the newly adopted instructional materials (Benchmark Advance/Adelante, Twig Science, McGraw Hill CA IMPACT and CA Inspire).

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2021-22	110
2022-23	125
2023-24	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Due to changes to the 2021–22 and 2022-23 PFT administration, only participation results are required for the five fitness areas.

Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2022-23 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	97.8%	97.8%	97.8%	97.8%	97.8%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2022-23 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	572	564	141	25.00%	
Female	294	287	69	24.00%	
Male	277	276	72	26.10%	
Non-Binary	1	1	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	0	0	0	0.00%	
Black or African American	1	1	0	0.00%	
Filipino	2	2	0	0.00%	
Hispanic or Latino	558	551	138	25.00%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	3	3	1	33.30%	
White	4	4	1	25.00%	
English Learners	444	437	107	24.50%	
Foster Youth	1	1	0	0.00%	
Homeless	146	144	41	28.50%	
Socioeconomically Disadvantaged	524	518	135	26.10%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	61	61	18	29.50%	

Types of Services Funded

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

Federal funds

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA Title IV, Part B, 21st Century Community Learning Centers Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

State funds

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





Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Sunset ES		San Ysidro SD		California	
Subject	21-22	22-23	21-22	22-23	21-22	22-23
Science	16.16%	9.68%	18.20%	18.22%	29.47%	30.29%

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Sunset ES		San Ysidro SD		California	
Subject	21-22	22-23	21-22	22-23	21-22	22-23
English language arts/literacy	28%	31%	35%	35%	47%	46%
Mathematics	23%	24%	23%	24%	33%	34%

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

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

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

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



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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	93	93	100.00%	0.00%	9.68%
Female	52	52	100.00%	0.00%	7.69%
Male	41	41	100.00%	0.00%	12.20%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	◆	◆	◆	◆	◆
Filipino	◆	◆	◆	◆	◆
Hispanic or Latino	91	91	100.00%	0.00%	9.89%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	◆	◆	◆	◆	◆
White	◆	◆	◆	◆	◆
English Learners	54	54	100.00%	0.00%	0.00%
Foster Youth	◆	◆	◆	◆	◆
Homeless	28	28	100.00%	0.00%	7.14%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	68	68	100.00%	0.00%	5.88%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	15	15	100.00%	0.00%	6.67%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	328	316	96.34%	3.66%	31.33%
Female	167	158	94.61%	5.39%	31.65%
Male	160	157	98.13%	1.87%	31.21%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	◆	◆	◆	◆	◆
Filipino	◆	◆	◆	◆	◆
Hispanic or Latino	322	310	96.27%	3.73%	30.65%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	◆	◆	◆	◆	◆
White	◆	◆	◆	◆	◆
English Learners	194	182	93.81%	6.19%	8.79%
Foster Youth	◆	◆	◆	◆	◆
Homeless	92	92	100.00%	0.00%	18.48%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	220	211	95.91%	4.09%	24.17%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	38	37	97.37%	2.63%	16.22%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	328	328	100.00%	0.00%	23.78%
Female	167	167	100.00%	0.00%	17.37%
Male	160	160	100.00%	0.00%	30.63%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	◆	◆	◆	◆	◆
Filipino	◆	◆	◆	◆	◆
Hispanic or Latino	322	322	100.00%	0.00%	23.29%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	◆	◆	◆	◆	◆
White	◆	◆	◆	◆	◆
English Learners	194	194	100.00%	0.00%	9.79%
Foster Youth	◆	◆	◆	◆	◆
Homeless	92	92	100.00%	0.00%	18.48%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	220	220	100.00%	0.00%	18.64%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	38	38	100.00%	0.00%	10.53%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 7, 2023, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2023-24 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Advance 2022 Edition (English for K-6)	2023
Reading/language arts	Benchmark Adelante 2023 Edition (Spanish K-3 for Dual Language)	2023
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018
English Language Development	Benchmark Advance, 2022: Asset-Based Access to English-Express (K-6)	2023
Mathematics	My Math, McGraw-Hill (K-5)	2017
Mathematics	SpringBoard, College Board (6)	2017
Science/Health	TWIG Science (K-5)	2023
Science/Health	McGraw Hill CA Inspire Science (6)	2023
History/Social Science	Pilot process with: Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science (K-6)	Pending

Quality of Textbooks

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

Quality of Textbooks		2023-24 School Year
Criteria	Yes/No	
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes	

Public Internet Access

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

⚡ Not applicable.

Availability of Textbooks and Instructional Materials

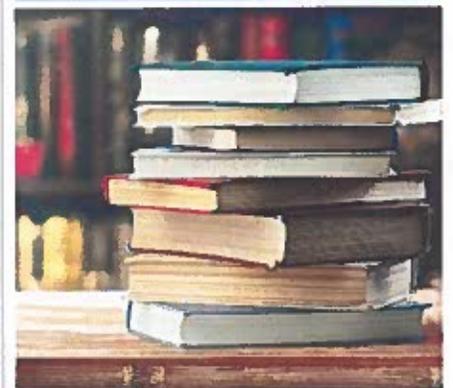
The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Students Lacking Materials by Subject	
2023-24 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	⚡
Foreign language	⚡
Health	⚡

Currency of Textbooks

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

Currency of Textbooks	
2023-24 School Year	
Data collection date	9/7/2023





School Facility Good Repair Status

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

School Facility Good Repair Status		2023-24 School Year
Items Inspected	Repair Status	
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)	Good	
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Good	
Cleanliness: Pest/vermin control, overall cleanliness	Good	
Electrical: Electrical systems	Good	
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good	
Safety: Fire safety, emergency systems, hazardous materials	Good	
Structural: Structural condition, roofs	Good	
External: Windows/doors/gates/fences, playgrounds/school grounds	Good	
Overall summary of facility conditions	Good	
Date of the most recent FIT report	8/10/2023	

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item’s repair status, all deficiencies are listed. For all items inspected that were found to not be in “good repair,” a work-order has been created and maintenance will be done before the end of the 2023-24 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2023-24 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Systems	Office: AC Not Working	
Interior	Boys & Girls RR (outside): Graffiti	
Electrical	Rooms 17 & 23: Lights burned out	

School Safety

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

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

School Facilities

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

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

Cleaning Process

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

Maintenance and Repair

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





Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included. These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

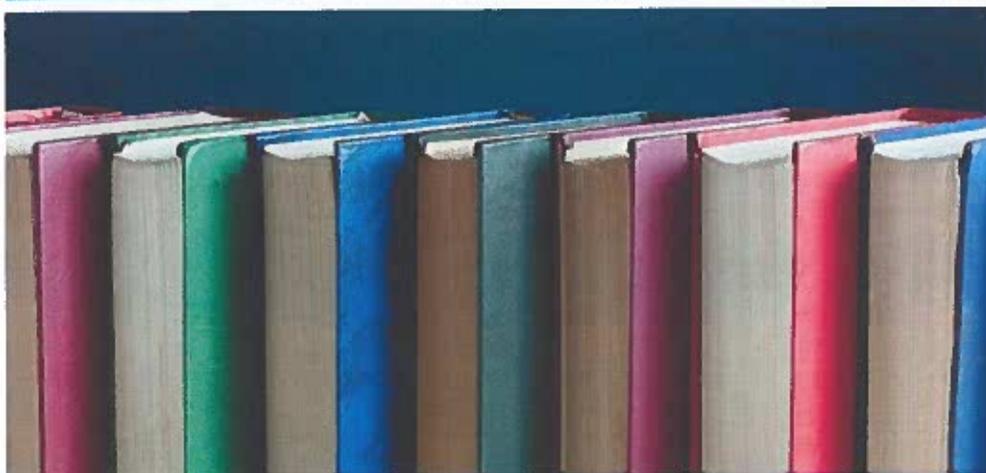
Teacher Preparation and Placement					2020-21 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.0	95.7%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Properly Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	1.0	4.3%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	23.0	100.0%	184.5	100.0%	274,759.1	100.0%

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

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdf201.asp>.

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





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

This table displays the number of authorization/assignments of teachers as well as the total number of teachers without credentials and misassignments at the school level. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Authorization/Assignment	Two-Year Data	
	2020-21	2021-22
Permits and Waivers	0.0	0.0
Misassignments	0.0	1.0
Vacant Positions	0.0	0.0
Total Teachers Without Credentials and Misassignments	0.0	1.0

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

This table displays the number of teachers and the total out-of-field teachers at the school level.

For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

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

Class Assignments

This table displays the number of teachers and the total out-of-field teachers at the school level.

Misassignment and vacant teacher position data should be available in the district's personnel office.

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

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

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

California School Dashboard

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

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2022-23 School Year	
	Ratio
Pupils to Academic counselors	◇
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	0.60
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	1.00
Resource specialist (nonteaching)	0.00

◇ Not applicable.
 * 3 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.
 ** 1 District Nurse to oversee all schools and is available for all students.



Financial Data

The financial data displayed in this SARC is from the 2021-22 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data	2021-22 Fiscal Year	
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$53,451	\$54,045
Midrange teacher salary	\$80,020	\$84,515
Highest teacher salary	\$105,710	\$110,866
Average elementary school principal salary	\$131,021	\$136,840
Average middle school principal salary	\$130,058	\$141,476
Superintendent salary	\$207,727	\$217,473
Teacher salaries: percentage of budget	35.47%	32.43%
Administrative salaries: percentage of budget	4.56%	5.62%

Financial Data Comparison

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

Financial Data Comparison	2021-22 Fiscal Year	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Sunset ES	\$5,175	\$106,505
San Ysidro SD	\$9,895	\$100,962
California	\$7,607	\$88,288
School and district: percentage difference	-47.7%	+5.5%
School and California: percentage difference	-32.0%	+20.6%

School Financial Data

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

School Financial Data	
2021-22 Fiscal Year	
Total expenditures per pupil	\$5,419
Expenditures per pupil from restricted sources	\$244
Expenditures per pupil from unrestricted sources	\$5,175
Annual average teacher salary	\$106,505



Expenditures Per Pupil

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

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

School Accountability Report Card

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San Ysidro

School District **EST - 1887**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

School Accountability Report Card (SARC) 2022-23

Published during the 2023-24 School Year

Vista Del Mar Middle School



Board Approval Date: January 25, 2024



San Ysidro School District

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SARC

2022-23

School Accountability
Report Card
Published in 2023-24



Vista Del Mar Middle School

Grades 6-8
CDS Code 37-68379-0137737

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San Diego, CA 92154
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<https://www.sysdschools.org/site/Default.aspx?PageID=19om>



VDM Students are College Bound!



Principal's Message

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

School Mission Statement

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

School Vision Statement

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

Parental Involvement

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

School Safety

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

Vista Del Mar Middle School has fire drills, earthquake drills and lockdown drills. We have a Safety Committee that continually works on preparing for any situation that might come our way. School staff, campus aides, and campus security are on duty before, during and after school. The district office has provided us with clear instructions on suspension and expulsion policies. The school safety plan was last reviewed, updated and discussed with the school faculty in October 2023.



Go Sharks!



School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

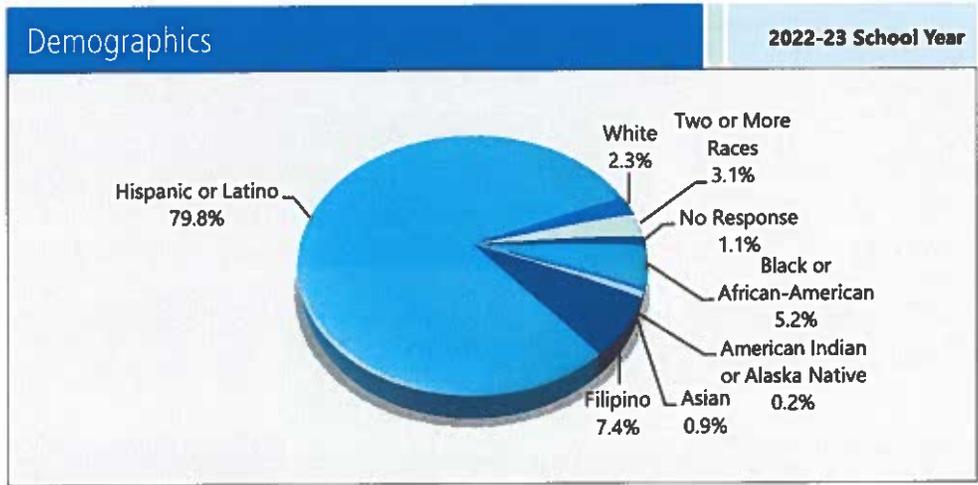
Governing Board

- Irene Lopez, President
- Zenaida Rosario, Vice President
- Antonio Martinez, Clerk
- Rudy Lopez, Member
- Rosaleah Pallasigue, Member



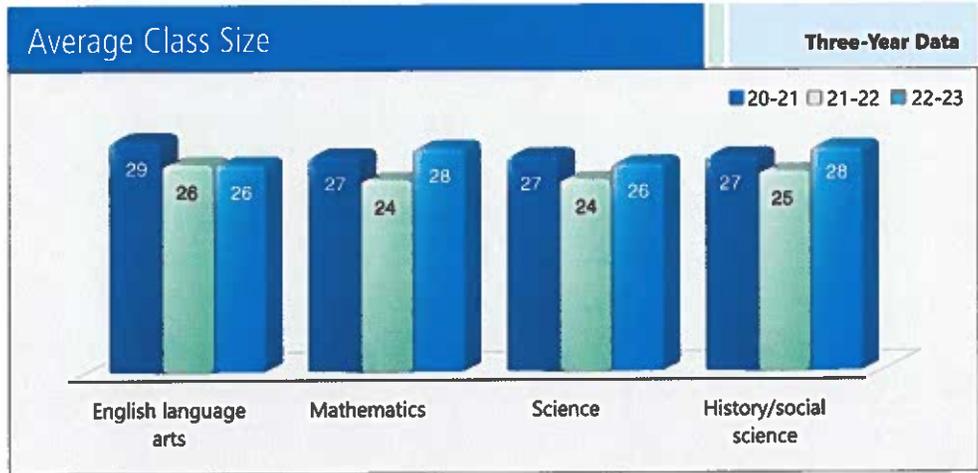
Enrollment by Student Group

The total enrollment at the school was 555 students for the 2022-23 school year. The pie chart displays the percentage of students enrolled in each group.



Class Size Distribution

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



Number of Classrooms by Size **Three-Year Data**

Subject	2020-21			2021-22			2022-23		
	Number of Students								
	1-22	23-32	33+	1-22	23-32	33+	1-22	21-32	33+
English language arts	2	7	6	4	12	2	4	6	
Mathematics	3	13		6	14		1	12	
Science	2	13	1	6	11	1	3	11	
History/social science	2	14		6	12	1	1	12	

Enrollment by Student Group

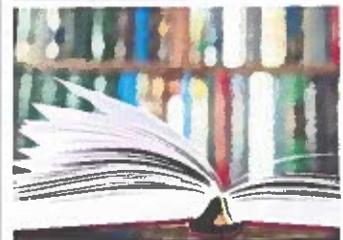
Demographics

2022-23 School Year

Female	50.30%
Male	49.50%
Non-Binary	0.20%
English learners	29.00%
Foster youth	0.00%
Homeless	15.00%
Migrant	0.40%
Socioeconomically Disadvantaged	38.70%
Students with Disabilities	14.60%

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2022-23 school year.





Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	Vista Del MS			San Ysidro SD			California		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Suspension rates	0.20%	2.80%	4.20%	0.00%	2.50%	3.00%	0.20%	3.20%	3.60%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%

Note: Data collected during the 2020-21 school year may not be comparable to later years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.



Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2022-23 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	4.20%	0.00%	
Female	1.40%	0.00%	
Male	7.10%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	18.80%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	3.80%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	7.10%	0.00%	
English Learners	5.10%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	7.40%	0.00%	
Socioeconomically Disadvantaged	5.40%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	9.70%	0.00%	

Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA), Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues and School Climate Conferences, as well as training sessions for the newly adopted instructional materials (Benchmark Advance/Adelante, Twig Science, McGraw Hill CA IMPACT and CA Inspire).

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2021-22	110
2022-23	125
2023-24	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Due to changes to the 2021–22 and 2022-23 PFT administration, only participation results are required for the five fitness areas.

Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2022-23 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
7	81.6%	82.4%	84.1%	82.4%	84.5%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2022-23 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	594	587	129	22.00%	
Female	295	293	58	19.80%	
Male	298	293	71	24.20%	
Non-Binary	1	1	0	0.00%	
American Indian or Alaska Native	1	1	0	0.00%	
Asian	5	5	0	0.00%	
Black or African American	32	32	6	18.80%	
Filipino	42	42	1	2.40%	
Hispanic or Latino	475	468	117	25.00%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	18	18	3	16.70%	
White	14	14	2	14.30%	
English Learners	195	191	56	29.30%	
Foster Youth	0	0	0	0.00%	
Homeless	95	94	36	38.30%	
Socioeconomically Disadvantaged	352	347	97	28.00%	
Students Receiving Migrant Education Services	2	2	1	50.00%	
Students with Disabilities	93	93	28	30.10%	

Types of Services Funded

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

Federal funds

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA Title IV, Part B, 21st Century Community Learning Centers Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

State funds

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



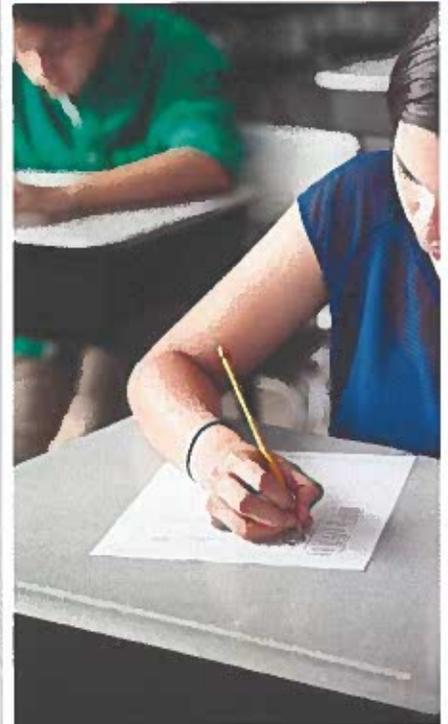


Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Vista Del MS		San Ysidro SD		California	
Subject	21-22	22-23	21-22	22-23	21-22	22-23
Science	23.77%	20.81%	18.20%	18.22%	29.47%	30.29%

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

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

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

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

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Vista Del MS		San Ysidro SD		California	
Subject	21-22	22-23	21-22	22-23	21-22	22-23
English language arts/literacy	47%	49%	35%	35%	47%	46%
Mathematics	28%	26%	23%	24%	33%	34%



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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	201	199	99.00%	1.00%	20.81%
Female	93	92	98.92%	1.08%	20.88%
Male	107	106	99.07%	0.93%	20.95%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	◆	◆	◆	◆	◆
Filipino	17	17	100.00%	0.00%	58.82%
Hispanic or Latino	160	159	99.38%	0.62%	14.01%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	◆	◆	◆	◆	◆
White	◆	◆	◆	◆	◆
English Learners	50	50	100.00%	0.00%	0.00%
Foster Youth	◆	◆	◆	◆	◆
Homeless	27	27	100.00%	0.00%	23.08%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	80	79	98.75%	1.25%	14.10%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	31	30	96.77%	3.23%	6.67%

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





CAASPP Test Results by Student Group: English Language Arts (grades 6-8)

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	567	559	98.59%	1.41%	49.02%
Female	282	279	98.94%	1.06%	51.97%
Male	284	279	98.24%	1.76%	45.88%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	31	31	100.00%	0.00%	58.06%
Filipino	41	41	100.00%	0.00%	65.85%
Hispanic or Latino	450	443	98.44%	1.56%	45.37%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	25	25	100.00%	0.00%	60.00%
White	14	13	92.86%	7.14%	76.92%
English Learners	120	116	96.67%	3.33%	6.03%
Foster Youth	◆	◆	◆	◆	◆
Homeless	84	83	98.81%	1.19%	37.35%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	244	239	97.95%	2.05%	37.66%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	82	81	98.78%	1.22%	14.81%

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





CAASPP Test Results by Student Group: Mathematics (grades 6-8)

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	567	560	98.77%	1.23%	26.48%
Female	282	278	98.58%	1.42%	23.83%
Male	284	281	98.94%	1.06%	29.18%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	31	31	100.00%	0.00%	22.58%
Filipino	41	41	100.00%	0.00%	60.98%
Hispanic or Latino	450	444	98.67%	1.33%	21.22%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	25	25	100.00%	0.00%	52.00%
White	14	13	92.86%	7.14%	53.85%
English Learners	120	117	97.50%	2.50%	1.71%
Foster Youth	♦	♦	♦	♦	♦
Homeless	84	83	98.81%	1.19%	16.87%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	244	239	97.95%	2.05%	17.15%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	82	81	98.78%	1.22%	9.88%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 7, 2023, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2023-24 School Year
Subject	Textbook	Adopted
Reading/language arts	<i>Benchmark Advance</i> 2022 Edition (English for 6)	2023
Reading/language arts	<i>Benchmark Steps to Advance</i> (6 SDC)	2018
Reading/Language Arts	Amplify ELA + ELD (7-8)	2018
English Language Development	<i>Benchmark Advance, 2022: Asset-Based Access to English-Express</i> (6)	2023
English Language Development	Amplify ELA + ELD (7-8)	2018
Mathematics	<i>SpringBoard, College Board</i> (6-8)	2017
Science/Health	McGraw Hill CA Inspire Science (6-8)	2023
History/Social Science	Pilot process with: Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science (6)	Pending
History/Social Science	McGraw Hill Impact CA Social Science (7-8)	2023
Spanish (Elective)	Realidades, Prentice Hall	2008

Quality of Textbooks

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

Quality of Textbooks		2023-24 School Year
Criteria	Yes/No	
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes	

Public Internet Access

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

⚡ Not applicable.

Availability of Textbooks and Instructional Materials

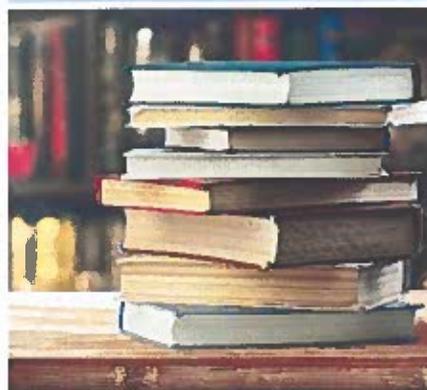
The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Students Lacking Materials by Subject	
2023-24 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	⚡
Foreign language	⚡
Health	⚡

Currency of Textbooks

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

Currency of Textbooks	
2023-24 School Year	
Data collection date	9/7/2023





School Facility Good Repair Status

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

School Facility Good Repair Status		2023-24 School Year
Items Inspected	Repair Status	
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)	Good	
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Good	
Cleanliness: Pest/vermin control, overall cleanliness	Good	
Electrical: Electrical systems	Fair	
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good	
Safety: Fire safety, emergency systems, hazardous materials	Good	
Structural: Structural condition, roofs	Fair	
External: Windows/doors/gates/fences, playgrounds/school grounds	Fair	
Overall summary of facility conditions	Good	
Date of the most recent FIT report	8/10/2023	

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2023-24 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2023-24 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Electrical	Rooms 501, 506 & 507: Lights burned out. Boys RR (Top): Deficiency not listed	
Structural	Deficiency not listed.	
External	Boys RR/Kitchen Area: Deficiency not specified.	

School Facilities

Vista Del Mar Middle School provides a safe, clean environment for students and staff. Vista Del Mar opened on July 25, 2012, and consists of 24 classrooms, a library/media computer lab, music room, multipurpose room and cafeteria. There are plenty of spaces to support student learning. We have a large blacktop and field for exercise and outdoor play.

Vista Del Mar has two full-time custodians and one part-time custodian. We follow the district system "School Dude" to report repairs needed on campus. The custodial staff routinely examine the campus for needed repairs and cleans the campus daily. The principal meets monthly with the Director of Maintenance, Operations, Transportation and Facilities to walk the campus and address any concerns.

Students are supervised before, during, and after school by campus aides and administration. We have used our site funds to have extra campus aides to monitor the bathrooms throughout the day.

Our upper and lower play area was recently renovated to remove old play equipment that was not age appropriate. This allowed for three basketball courts to be added which also have multipurpose function as volleyball courts. The upper play area will now have tetherball and one of the play structures will be upgraded at a later date. General Bond money was used for these upgrades.



California School Dashboard

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



"Our small size allows us to meet the individual needs of our students."



Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included. These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teacher Preparation and Placement					2020-21 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	17.6	90.7%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Properly Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.2	1.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.6	3.1%	0.8	0.4%	12,115.8	4.4%
Unknown	1.0	5.1%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	19.5	100.0%	184.5	100.0%	274,759.1	100.0%

Teacher Preparation and Placement					2021-22 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	19.3	85.8%	181.6	92.2%	234,405.2	84.0%
Intern Credential Holders Properly Assigned	0.0	0.0%	1.0	0.5%	4,853.0	1.7%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.2	9.8%	11.1	5.6%	12,001.5	4.3%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,953.1	4.3%
Unknown	1.0	4.4%	3.0	1.6%	15,831.9	5.7%
Total Teaching Positions	22.5	100.0%	197.0	100.0%	279,044.8	100.0%

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdfdash201.asp>.

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

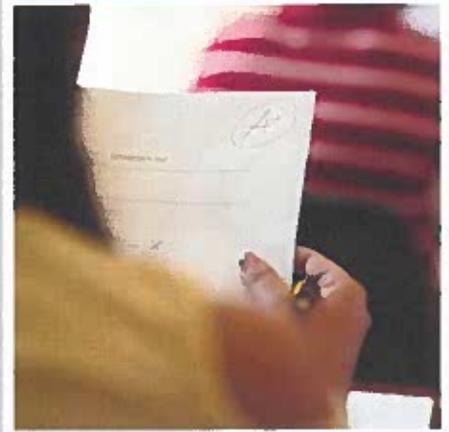




Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

This table displays the number of authorization/assignments of teachers as well as the total number of teachers without credentials and misassignments at the school level. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments	Two-Year Data	
	2020-21	2021-22
Authorization/Assignment		
Permits and Waivers	0.0	0.0
Misassignments	0.2	2.2
Vacant Positions	0.0	0.0
Total Teachers Without Credentials and Misassignments	0.2	2.2



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

This table displays the number of teachers and the total out-of-field teachers at the school level.

For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

Credentialed Teachers Assigned Out-of-Field	Two-Year Data	
	2020-21	2021-22
Indicator		
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0
Local Assignment Options	0.6	0.0
Total Out-of-Field Teachers	0.6	0.0

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2022-23 School Year	
	Ratio
Pupils to Academic counselors	567:1
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	1.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	1.00
Resource specialist (nonteaching)	0.00

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

Class Assignments

This table displays the number of teachers and the total out-of-field teachers at the school level.

Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments	Two-Year Data	
	2020-21	2021-22
Indicator		
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	1.1%	10.7%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	0.0%

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

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



Financial Data

The financial data displayed in this SARC is from the 2021-22 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data	2021-22 Fiscal Year	
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$53,451	\$54,045
Midrange teacher salary	\$80,020	\$84,515
Highest teacher salary	\$105,710	\$110,866
Average elementary school principal salary	\$131,021	\$136,840
Average middle school principal salary	\$130,058	\$141,476
Superintendent salary	\$207,727	\$217,473
Teacher salaries: percentage of budget	35.47%	32.43%
Administrative salaries: percentage of budget	4.56%	5.62%

Financial Data Comparison

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

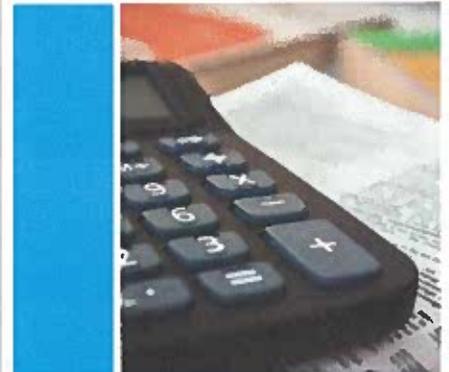
Financial Data Comparison	2021-22 Fiscal Year	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Vista Del MS	\$5,990	\$92,746
San Ysidro SD	\$9,895	\$100,962
California	\$7,607	\$88,288
School and district: percentage difference	-39.5%	-8.1%
School and California: percentage difference	-21.3%	+5.0%

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

School Financial Data

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

School Financial Data	
2021-22 Fiscal Year	
Total expenditures per pupil	\$6,426
Expenditures per pupil from restricted sources	\$437
Expenditures per pupil from unrestricted sources	\$5,990
Annual average teacher salary	\$92,746



Expenditures Per Pupil

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

School Accountability Report Card

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San Ysidro
School District **EST - 1887**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

School Accountability Report Card (SARC) 2022-23

Published during the 2023-24 School Year

Willow Elementary



Board Approval Date: January 25, 2024



San Ysidro School District

4350 Otay Mesa Road San Ysidro, CA 92173 ▪ www.sysdschools.org

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

SARC

2022-23

School Accountability
Report Card
Published in 2023-24



Willow Elementary School

Grades TK-6
CDS Code 37-68379-0123000

Manuela Colom, Interim Principal
Manuela.colom@sysdschools.org

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Road San Ysidro, CA 92173
(619) 428-2231

www.sysdschools.org/willow





Principal's Message

Willow Elementary School is one of seven elementary and middle schools within the San Ysidro School District bordering Tijuana, Mexico. Willow Elementary School serves Transitional Kindergarten (TK) through sixth-grade students. Following our school's mission, staff members will empower learning through technology and utilize technological tools that provide equitable access and support and enhance integrated curricular objectives.

At Willow Elementary School, we strive to enrich all students by providing extracurricular programs that support and enhance the learning experience. Some of the activities offered are: after-school sports, Girls Scouts program, YMCA Before & After School Program and educational field trips. The success of all extracurricular programs is supported by the commitment from teachers, staff, parent volunteers and community stakeholders.

Our school goal is to reclassify as many English Learners as possible before they get to the middle school.

School Mission Statement

The mission of Willow Elementary School is to empower learning through technology and utilize technological tools that provide equitable access and support and enhance integrated curricular objectives. The staff will provide enriched technological experiences that prepare students for a rapidly changing global technological society.

School Vision Statement

A vision of Learning Through Technology.

Parental Involvement

Parents assist the school by volunteering in classrooms and participating in the Parent-Teacher-Student Association (PTSA). Parents are also elected and participate in the School Site Council (SSC) on a regular basis. Parents of English language learners are invited to attend and participate at the regular English Learner Advisory Committee (ELAC).

Parents who wish to participate on Willow Elementary School's leadership teams, school committees and in-school activities, or become volunteers may contact the School Administrative Assistant Mrs. Erika Aviles at (619) 428-2231, extension 3797.

School Safety

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

Willow Elementary School is focused on providing a positive, safe, and secure learning environment for students, staff, parents and the community. The site's comprehensive Safe School Plan addresses safety concerns. Annual drills for earthquakes, fires, lockdowns and bus evacuations are held to meet district requirements. The goals and objectives of our school are to support a learning environment that allows staff to effectively teach and students to actively learn. In addition, we focus on character building through Willow School Positive Behavior Interventions and Supports (PBIS). Furthermore, we analyze our school's physical, social, and cultural environments. The site Safe School Plan is updated annually.

The site Emergency Operations Plan (EOP) includes routine and emergency disaster information. The EOP aligns site emergency operations procedures with the District Emergency Operations Plan.

The school safety plan was last reviewed, updated and discussed with the school faculty in December 2023.



School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

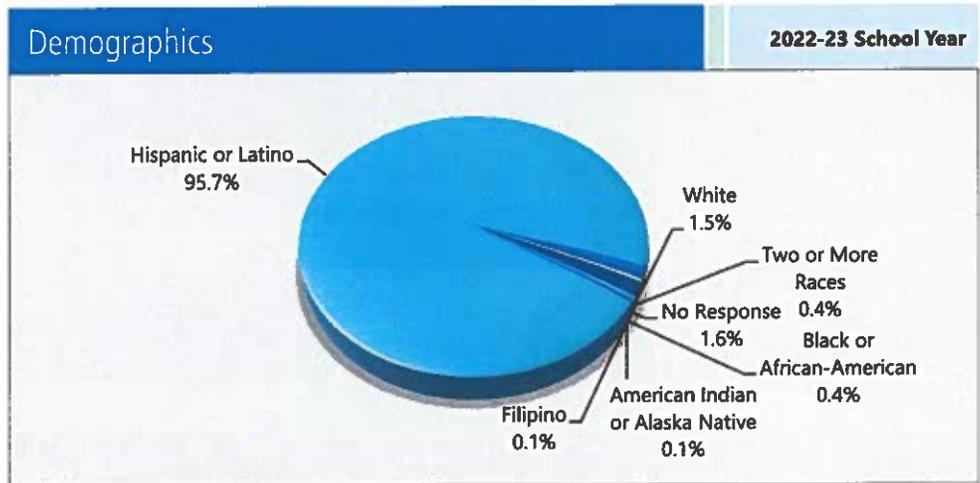
Governing Board

- Irene Lopez, President
- Zenaida Rosario, Vice President
- Antonio Martinez, Clerk
- Rudy Lopez, Member
- Rosaleah Pallasigüe, Member



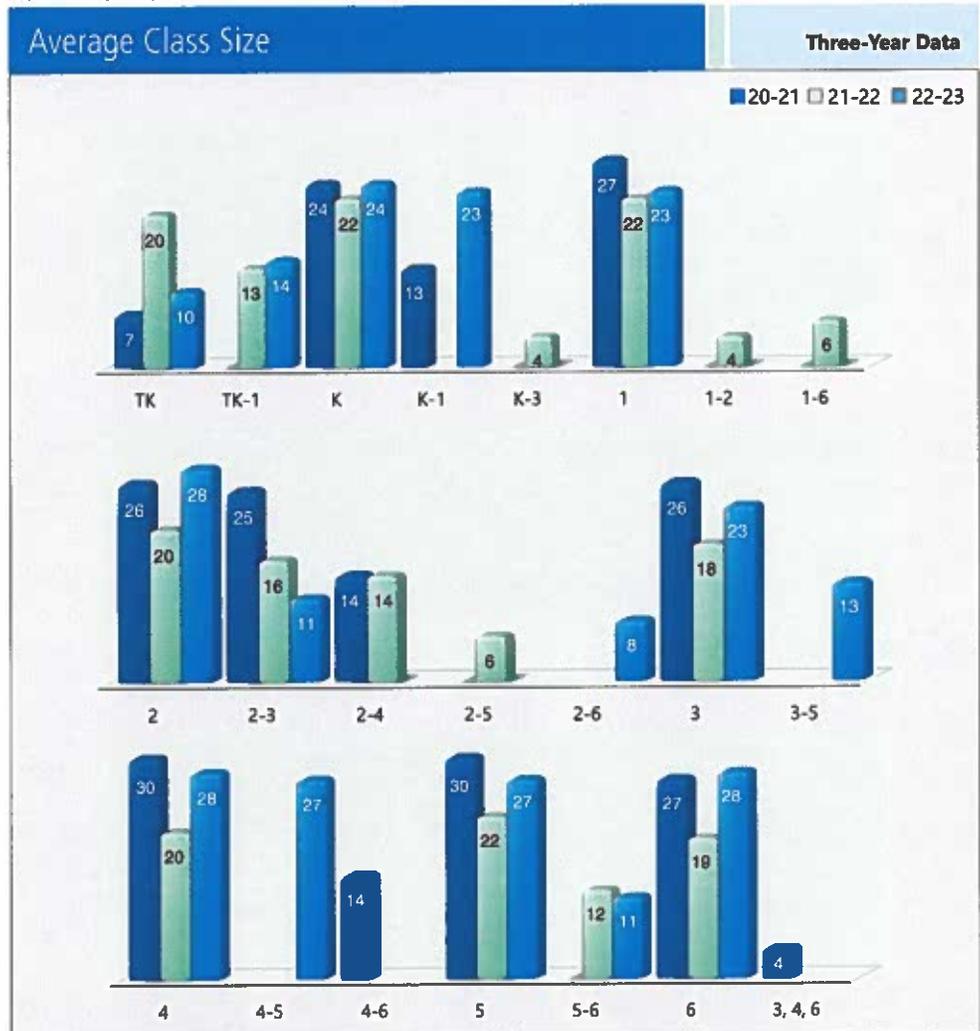
Enrollment by Student Group

The total enrollment at the school was 673 students for the 2022-23 school year. The pie chart displays the percentage of students enrolled in each group.



Class Size Distribution

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



Enrollment by Student Group

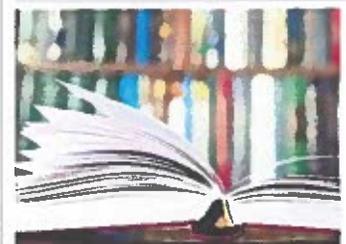
Demographics

2022-23 School Year

Female	47.80%
Male	52.20%
Non-Binary	0.00%
English learners	74.70%
Foster youth	0.70%
Homeless	35.10%
Migrant	0.30%
Socioeconomically Disadvantaged	72.10%
Students with Disabilities	14.70%

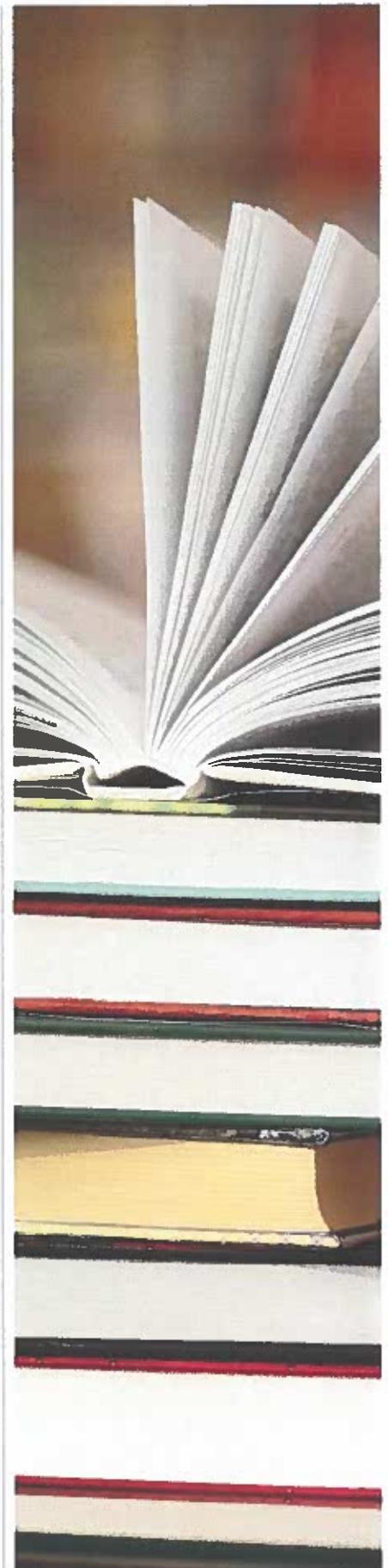
Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2022-23 school year.





Number of Classrooms by Size	Three-Year Data								
	2020-21			2021-22			2022-23		
	Number of Students								
Grade	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK	1			1			2		
TK-1				1			1		
K		3			3			3	
K-1	1							1	
K-3				1					
1		4			3			3	
1-2				1					
1-6				1					
2		4		2	1			3	
2-3		1		2			1		
2-4	1			1					
2-5				1					
2-6							1		
3		3		3	2			4	
3-5							1		
4		4		1	4			3	
4-5								1	
4-6	1								
5		4		1	4			3	
5-6				1			1		
6		4		2	4			3	
3, 4, 6	1								



"At Willow Elementary School, we strive to enrich all students by providing extracurricular programs that support and enhance the learning experience."



Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	Willow ES			San Ysidro SD			California		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Suspension rates	0.00%	1.40%	2.10%	0.00%	2.50%	3.00%	0.20%	3.20%	3.60%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%

Note: Data collected during the 2020–21 school year may not be comparable to later years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.



Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2022-23 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	2.10%	0.00%	
Female	0.80%	0.00%	
Male	3.30%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	1.90%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	8.30%	0.00%	
English Learners	1.80%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	3.10%	0.00%	
Socioeconomically Disadvantaged	2.50%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	5.70%	0.00%	

Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA), Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues and School Climate Conferences, as well as training sessions for the newly adopted instructional materials (Benchmark Advance/Adelante, Twig Science, McGraw Hill CA IMPACT and CA Inspire).

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2021-22	110
2022-23	125
2023-24	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Due to changes to the 2021–22 and 2022–23 PFT administration, only participation results are required for the five fitness areas.

Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2022-23 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	92.2%	92.2%	93.1%	91.2%	93.1%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2022-23 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	769	750	273	36.40%	
Female	369	356	119	33.40%	
Male	399	393	153	38.90%	
Non-Binary	1	1	1	100.00%	
American Indian or Alaska Native	1	1	1	100.00%	
Asian	0	0	0	0.00%	
Black or African American	5	5	2	40.00%	
Filipino	1	1	0	0.00%	
Hispanic or Latino	737	720	262	36.40%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	3	3	1	33.30%	
White	12	11	2	18.20%	
English Learners	609	597	218	36.50%	
Foster Youth	9	8	0	0.00%	
Homeless	289	284	129	45.40%	
Socioeconomically Disadvantaged	637	620	242	39.00%	
Students Receiving Migrant Education Services	4	2	0	0.00%	
Students with Disabilities	124	123	51	41.50%	

Types of Services Funded

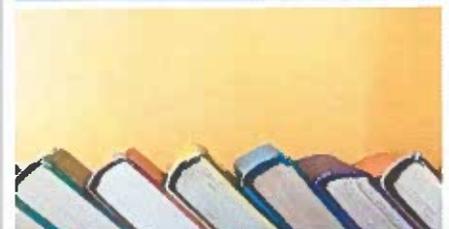
San Ysidro School District received state and federal funding for the following categorical, special education and support programs:

Federal funds

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA Title IV, Part B, 21st Century Community Learning Centers Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

State funds

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





Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Willow ES		San Ysidro SD		California	
Subject	21-22	22-23	21-22	22-23	21-22	22-23
Science	10.17%	11.76%	18.20%	18.22%	29.47%	30.29%

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

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

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

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

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Willow ES		San Ysidro SD		California	
Subject	21-22	22-23	21-22	22-23	21-22	22-23
English language arts/literacy	22%	23%	35%	35%	47%	46%
Mathematics	18%	19%	23%	24%	33%	34%



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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	103	102	99.03%	0.97%	11.76%
Female	41	40	97.56%	2.44%	10.00%
Male	61	61	100.00%	0.00%	13.11%
American Indian or Alaska Native	◆	◆	◆	◆	◆
Asian	◆	◆	◆	◆	◆
Black or African American	◆	◆	◆	◆	◆
Filipino	◆	◆	◆	◆	◆
Hispanic or Latino	100	99	99.00%	1.00%	12.12%
Native Hawaiian or Pacific Islander	◆	◆	◆	◆	◆
Two or more races	◆	◆	◆	◆	◆
White	◆	◆	◆	◆	◆
English Learners	59	58	98.31%	1.69%	3.45%
Foster Youth	◆	◆	◆	◆	◆
Homeless	42	42	100.00%	0.00%	9.52%
Military	◆	◆	◆	◆	◆
Socioeconomically disadvantaged	74	73	98.65%	1.35%	8.22%
Students receiving Migrant Education services	◆	◆	◆	◆	◆
Students with Disabilities	17	17	100.00%	0.00%	5.88%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	436	412	94.50%	5.50%	23.06%
Female	207	196	94.69%	5.31%	27.04%
Male	228	215	94.30%	5.70%	19.07%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	422	401	95.02%	4.98%	22.94%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	256	234	91.41%	8.59%	6.84%
Foster Youth	♦	♦	♦	♦	♦
Homeless	173	160	92.49%	7.51%	15.00%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	319	299	93.73%	6.27%	18.73%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	70	66	94.29%	5.71%	6.06%

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





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

Percentage of Students Meeting or Exceeding State Standard					2022-23 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	436	427	97.94%	2.06%	18.97%
Female	207	200	96.62%	3.38%	20.00%
Male	228	226	99.12%	0.88%	18.14%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	422	415	98.34%	1.66%	18.80%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	256	250	97.66%	2.34%	8.80%
Foster Youth	♦	♦	♦	♦	♦
Homeless	173	172	99.42%	0.58%	15.12%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	319	312	97.81%	2.19%	14.74%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	70	65	92.86%	7.14%	1.54%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 7, 2023, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2023-24 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Advance (English for TK)	2018
Reading/language arts	Benchmark Advance 2022 Edition (English for K-6)	2023
Reading/language arts	Benchmark Adelante 2023 Edition (Spanish K-3 for Dual Language)	2023
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018
English Language Development	Benchmark Advance, 2022: Asset-Based Access to English-Express (K-6)	2023
Mathematics	My Math, McGraw-Hill (TK-5)	2017
Mathematics	SpringBoard, College Board (6)	2017
Science/Health	TWIG Science (TK-5)	2023
Science/Health	McGraw Hill CA Inspire Science (6)	2023
History/Social Science	Pilot process with: Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science (TK-6)	Pending

Quality of Textbooks

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

Quality of Textbooks		2023-24 School Year
Criteria	Yes/No	
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes	

Public Internet Access

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

⚡ Not applicable.

Availability of Textbooks and Instructional Materials

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

Percentage of Students Lacking Materials by Subject	
2023-24 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	⚡
Foreign language	⚡
Health	⚡

Currency of Textbooks

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

Currency of Textbooks	
2023-24 School Year	
Data collection date	9/7/2023





School Facility Good Repair Status

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

School Facility Good Repair Status		2023-24 School Year
Items Inspected	Repair Status	
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)	Good	
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Good	
Cleanliness: Pest/vermin control, overall cleanliness	Good	
Electrical: Electrical systems	Poor	
Restrooms/fountains: Restrooms, sinks and drinking fountains	Fair	
Safety: Fire safety, emergency systems, hazardous materials	Good	
Structural: Structural condition, roofs	Good	
External: Windows/doors/gates/fences, playgrounds/school grounds	Good	
Overall summary of facility conditions	Good	
Date of the most recent FIT report	8/10/2023	

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2023-24 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2023-24 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Systems	MCC Cust: Water heater has rust at the base and corrosion at pipe connections, air vent grills on ceiling are rusty Kitchen: Air conditioning condensation line leaking onto floor – slip hazard	
Interior	Girls RR (top): Graffiti Girls RR (bottom): Deficiency not specified MCC Lunch Area: Wall tiles broken near girls RR/kitchen MCC Cust: Wall damage	
Cleanliness	Mini Stage Storage: Door blocked	
Electrical	Rooms 16, 23, 24, 37, 49, Library, Boys & Girls RR (top) and Boys RR (bottom): Lights burned out Room 30: Light diffuser missing Girls RR (bottom): Deficiency not specified	
Restrooms/fountains	Room 36: Sink not working MCC Boys RR: Far left urinal is clogged MCC Girls RR: Soap dispenser broken and second stall from right has toilet leak	
Safety	MCC Lunch area: Peeling paint on the ceiling beams	
Structural	MCC Boys RR: Cracks on the ceiling MCC Girls RR: Multiple cracks on the ceiling and at the entry	
External	Library: Deficiency not specified MCC Lunch Area: Skylight beams have rust (moisture damage) and skylight panels build-up of debris at multiple places	

School Facilities

Willow Elementary School provides a safe, clean environment for students, staff and volunteers. The present school building opened its doors in September 2009, and consists of 41 classrooms, a multipurpose room, library media center, computer lab and main office building.

The safety of the students and staff is Willow Elementary School's primary concern. All visitors must sign in at the front office and wear identification tags while on school grounds. All volunteers must submit a volunteer application and submit a tuberculosis clearance before they are approved.

Fire and disaster drills are conducted on a monthly basis throughout the school year.

Cleaning Process

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

Maintenance and Repair

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

California School Dashboard

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



Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included. These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

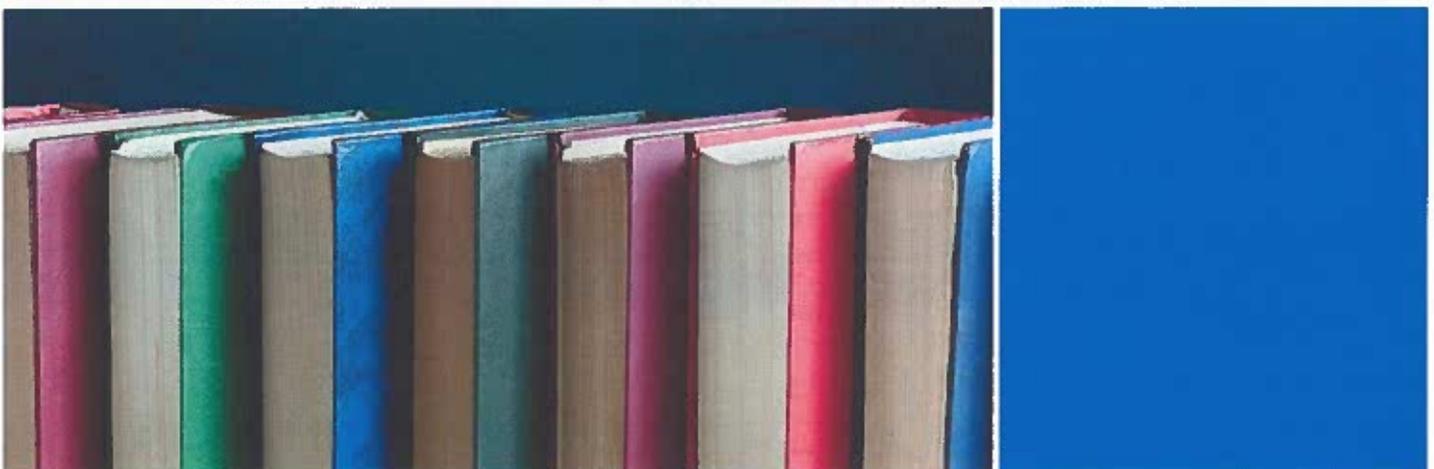
Teacher Preparation and Placement					2020-21 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	30.0	96.8%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Properly Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.0	3.2%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	0.0	0.0%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	31.0	100.0%	184.5	100.0%	274,759.1	100.0%

Teacher Preparation and Placement					2021-22 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	30.6	93.9%	181.6	92.2%	234,405.2	84.0%
Intern Credential Holders Properly Assigned	1.0	3.1%	1.0	0.5%	4,853.0	1.7%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.0	3.1%	11.1	5.6%	12,001.5	4.3%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,953.1	4.3%
Unknown	0.0	0.0%	3.0	1.6%	15,831.9	5.7%
Total Teaching Positions	32.6	100.0%	197.0	100.0%	279,044.8	100.0%

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdfash201.asp>.

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





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

This table displays the number of authorization/assignments of teachers as well as the total number of teachers without credentials and misassignments at the school level. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments	Two-Year Data	
	2020-21	2021-22
Authorization/Assignment		
Permits and Waivers	0.0	0.0
Misassignments	1.0	1.0
Vacant Positions	0.0	0.0
Total Teachers Without Credentials and Misassignments	1.0	1.0



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

This table displays the number of teachers and the total out-of-field teachers at the school level.

For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

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

Class Assignments

This table displays the number of teachers and the total out-of-field teachers at the school level.

Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments	Two-Year Data	
	2020-21	2021-22
Indicator		
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	3.2%	7.3%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	4.8%

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2022-23 School Year	
	Ratio
Pupils to Academic counselors	✦
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	.43*
Nurse	.14**
Speech/language/hearing specialist	2.00
Resource specialist (nonteaching)	1.00

✦ Not applicable.
 * 3 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.
 ** 1 District Nurse to oversee all schools and is available for all students.

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

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



Financial Data

The financial data displayed in this SARC is from the 2021-22 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data	2021-22 Fiscal Year	
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$53,451	\$54,045
Midrange teacher salary	\$80,020	\$84,515
Highest teacher salary	\$105,710	\$110,866
Average elementary school principal salary	\$131,021	\$136,840
Average middle school principal salary	\$130,058	\$141,476
Superintendent salary	\$207,727	\$217,473
Teacher salaries: percentage of budget	35.47%	32.43%
Administrative salaries: percentage of budget	4.56%	5.62%

Financial Data Comparison

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

Financial Data Comparison	2021-22 Fiscal Year	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Willow ES	\$5,210	\$105,974
San Ysidro SD	\$9,895	\$100,962
California	\$7,607	\$88,288
School and district: percentage difference	-47.3%	+5.0%
School and California: percentage difference	-31.5%	+20.0%

School Financial Data

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

School Financial Data	
2021-22 Fiscal Year	
Total expenditures per pupil	\$5,520
Expenditures per pupil from restricted sources	\$310
Expenditures per pupil from unrestricted sources	\$5,210
Annual average teacher salary	\$105,974



Expenditures Per Pupil

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

School Accountability Report Card

PUBLISHED BY:



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

All data accurate as of January 2024.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: 3RD ANNUAL SAN YSIDRO SCHOOL DISTRICT SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) FAIR

BACKGROUND INFORMATION:

The District’s Science, Technology, Engineering and Mathematics (STEM) Fair has been a remarkable success over the past two years and for this reason Educational Services is requesting approval to host the Third STEM Fair at Smythe Elementary. This event is scheduled for April 19, 2024, from 2:00-5:00 p.m. and it is being organized by the SciPhy teachers with the objective of presenting STEM/Mindfulness/PE topics and projects to our parents and the San Ysidro Community.

The SciPhy team is working in collaboration with community resources such as the Reuben H Fleet Science Center, UCSD, Casa Familiar, Nav Air Engineering, Air & Space Museum, San Ysidro High School and more. Attendees will have the opportunity to see and interact with different displays from the SciPhy curriculum. The team will prepare interactive activities for each grade level. There will be STEM, Physical Education, and Mindfulness activities which represent the scope of the work that the SciPhy Team implements. Some of the activities will be student-led. In addition, students will sing STEM songs for primary grade levels.

Cost implications for this event include refreshments for attendees and materials needed for the activities organized by SciPhy teachers.

RECOMMENDATION:

Approve the Third Annual San Ysidro School District Science, Technology, Engineering and Mathematics (STEM) Fair scheduled for April 19, 2024, at the cost of \$5,000.00 from the Title IV Fund and Donations.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Culture, Action 3.8: Provide enrichment opportunities & programs for students to improve their academic environment, including extended school year.

Goal 5 Parent Engagement, Action 5.7: Create opportunities that provide families/students to engage in positive academic and service opportunities at schools to increase satisfaction with educational system and supports to families. (e.g., STEM Fair, Military Families Fair, Resource Fair)

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$5,000.00
(Amount)

Title IV Fund and Donations
(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: January 25, 2024

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

FROM:
San Ysidro Middle School
Mairen Ruiz, Principal

Informational
 Action

AGENDA ITEM: SCHOOLWIDE SUBSCRIPTION WITH BRAINPOP FOR THE BRAINPOP ELL PROGRAM

BACKGROUND INFORMATION:

BrainPOP is an essential engagement tool that allows both students and teachers to be involved in the learning process. It offers many resources and solutions including BrainPOP ELL.

BrainPOP ELL is a comprehensive English Language Learner (ELL) program for students of all ages. It provides grammar progression and focuses on reading, writing, vocabulary building, listening, and speaking.

The Principal at San Ysidro Middle School is requesting approval to purchase and implement the BrainPOP ELL program. The term of this subscription is one year.

RECOMMENDATION:

Approve the schoolwide subscription with BrainPOP for the BrainPOP ELL program for San Ysidro Middle School at the total cost of \$1,395.00 from the Title I Funds.

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 2023-2024 Budget?

Yes No

Requisition #

\$1,395.00

(Amount)

Title I Fund - SYMS

(Name of funding source and/or location)

Recommended for: Approval Denial

Certification Requested Yes No

BrainPOP

Issued By Amy Leggat
 Email amy@brainpop.com

Quote PDF (Created 11/19/2023 Date)
 Quote Number 00085234
 Account Name San Ysidro Middle School

Bill To Name San Ysidro Middle School
 Bill To 4345 OTAY MESA ROAD
 SAN YSIDRO, CA 92173
 USA

Description 12 months of BrainPOP ELL
 We are better with you here!
 Amy & Moby

Contact Name Robin Worley Email robin.worley@sysdschools.org

Please Note: If the person listed above is not the primary contact for your subscription, please let us know.

Product Name	Quantity	Product Description	Discount (Percentage)	Sales Price	Subtotal
BrainPOP ELL School Subscription	1.00	School-wide access to BrainPOP ELL. Build vocabulary and grammar skills with 90 scaffolded lessons designed for your English language learners.	0.00%	USD 1,395.00	USD 1,395.00

Subtotal USD 1,395.00
 Discount 0.00%

 Grand Total USD 1,395.00

Provisions

Access Recipient	Product	Access Start Date	Access End Date	Provision Price
San Ysidro Middle School	BrainPOP ELL School Subscription	11/9/2023	11/8/2024	USD 1,395.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

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USER ACCOUNT

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Our individual accounts system allows you to create student accounts. If you are an educator, you warrant and represent that you are authorized to use our Services with your students on behalf of your school and/or district. If you are a school, a district or an educator using the individual accounts on behalf of your students, including in a free trial, you warrant and represent that you are authorized to act on parents'/guardians' behalf or that you have obtained consent from parents or guardians of your students in accordance to the laws governing your jurisdiction.

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Please note that our Applications are not available if your school is using a single sign on service.

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2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing can be found on our Services;
4. Your address, telephone number, and email address;
5. A statement that you believe that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you at the bottom of your notification exactly as follows: **"I hereby declare, under penalty of perjury, that the above information is accurate and that I am the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner."**

Send the notification to us as follows:

BrainPOP

71 W 23rd St., 17th Fl.

New York, NY 10010

Phone: 212.574.6000

Email: legal@brainpop.com

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INDEMNITY

You agree to indemnify, hold us harmless and, at our option, defend us and our affiliates, and our officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) arising from your improper use of the Services or our products or offerings, your violation of these Terms of Use, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity. We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

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Without derogating from the above, any claim that you may have in connection with these Terms of Use must first, and before taking any other legal action, be submitted to us in the form of a complaint to legal@brainpop.com to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, or if any other claim or dispute in connection with these terms arises, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our intellectual property rights in any court of competent jurisdiction at any time.

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COMMUNICATION WITH US

You agree to receive communications from us electronically regarding your account, these Terms of Use and the Services, and such communications sent from us shall be considered sufficient means of notice, whether applicable law requires written notice or not. You further agree that your electronic communications, except for communications regarding subscriptions, are not confidential.

[Please click on this link to view the previous version of our Terms of Use, in effect before June 9, 2023.](#)

Translations

These Terms of Use are also available in [Spanish](#) and [French](#). Please note that the English version shall prevail in the case of any conflict between them.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: ENGLISH LEARNER RECLASSIFICATION CRITERIA

BACKGROUND INFORMATION:

The San Ysidro School District provides services to assist and support students who are English learners in becoming fluent English proficient students. A variety of programs are offered to students which involve the daily application of English Language development (ELD) to promote steady growth of skills in reading, writing, listening, and speaking skills. The District measures growth with a number of assessments and most notably with the English Language Proficiency Assessment for California (ELPAC) Test.

The district’s goal for English learner students is to become fully proficient in English and to master State standards for academic achievement as rapidly as possible. Following the guidelines from the State Board of Education, the District’s reclassification criteria include students that take the ELPAC test or the ELPAC alternative assessment, see the attached documentation for details.

RECOMMENDATION:

Approve the English Learner Reclassification Criteria to be in compliance with the guidelines from the State Board of Education. The District’s criteria include students that take the ELPAC test or the ELPAC alternative assessment.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: English Language and Academic Language Development, Action 2.2: Continue to support, monitor, and evaluate the services for English Learners to ensure students acquire proficiency in English. Support staff will be monitoring student achievement data to ensure that students are making adequate progress towards annual progress goals with language acquisition. Data monitoring to support student intervention and instructional practices.

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

San Ysidro Reclassification Criteria for Students Taking ELPAC

Evaluation Measure	Minimum Criteria
State Approved Assessment of English Language Proficiency	<ul style="list-style-type: none"> ● ELPAC: Overall Performance Level 4
Comparison of Performance in Basic Skills	<ul style="list-style-type: none"> ● Two ELA district assessments with proficient scores (benchmark or challenge) - or - ● CAASPP overall ELA score in the proficiency band of Standard Met or Standard Exceeded - or - ● District approved diagnostic assessment for ELA indicating grade level or better.
Teacher Evaluation and Academic Indicator	<ul style="list-style-type: none"> ● Completed Teacher Evaluation Form (grade-level teacher for grades 2-6 and ELA teacher for grades 7-8) <u>indicating a recommendation</u> of reclassification based on the academic characteristics of a student.
Parent Opinion and Consultation	<ul style="list-style-type: none"> ● Letter mailed home to notify parents/guardians of their rights and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting.

**Reclassification Criteria for Students who have Individualized Education Plan (IEP)
And Taking the Alternative Assessment**

Evaluation Measure	Minimum Criteria
State Approved Assessment of English Language Proficiency	<ul style="list-style-type: none"> ● Most recent Alternative Assessment with level 3
Comparison of Basic Skills: Academic Data	<ul style="list-style-type: none"> ● Curriculum Based Assessments ● CAA ELA ● Progress towards IEP goals
Teacher Evaluation and Academic Indicator	<ul style="list-style-type: none"> ● Completed Teacher Conference Form evaluating student's language skills based on the student's academic performance.
Parent Opinion and Consultation	<ul style="list-style-type: none"> ● Parent is asked to give input on expressive (speaking) and receptive (listening) skills at home to compare with the progress being made at school

**San Ysidro School District
ASSESSMENT CENTER
Student Reclassification Recommendation Report**

Student: _____
 School: _____
 Instructional Program: _____

Student I.D. _____
 Teacher: _____
 Grade: _____

Reclassification Criteria Checklist

Academic Achievement Criteria	Acceptable	Date	Result
1) ELPAC Overall English Proficiency	4		
2) Assessment of Basic Skills A. Two ELA District Assessments or B. CAASPP SBAC overall ELA score Gr. 3-8 or C. District Approved Diagnostic Assessment ELA Score	Proficient scores (Benchmark /Challenge)		
	Standard Met or Standard Exceeded		
	Grade Level or Better		
3) Teacher Evaluation	Passing		
4) Parent Notification and Opportunity for Consultation	Date: _____		

***STUDENTS MUST MEET THE CRITERIA OF ALL 4 SECTIONS TO BE RECLASSIFIED**

1. Assessment Center _____ Date _____

2. Classroom Teacher _____ Date _____

3. Administrator _____ Date _____

4. Parent/Guardian Notification/Consultation Method: • Conference • U.S. Mail • Phone

Parent/Guardian Signature _____ Date _____

**San Ysidro School District
ASSESSMENT CENTER
Student Reclassification Recommendation Report
Alternate ELPAC Assessment**

Student: _____ Student I.D. _____
 School: _____ Teacher: _____
 Instructional Program: _____ Grade: _____

Reclassification Criteria Checklist

Academic Achievement Criteria	Acceptable	Date	Result
1. ALTERNATE ELPAC Overall	3		
2. ASSESSMENT OF BASIC SKILLS A. Curriculum Based Assessment or B. CAA ELA or C. Progress towards IEP goals	Passing		
	Passing (3)		
	Meets 80% of objectives/goals		
3. Teacher Recommendation/Evaluation Teacher Conference Form evaluating student's language skills based on the student's academic performance and the impact of disability.	Passing		
4. Parent Notification and Opportunity for Consultation Input on expressive and receptive skills at home, to compare the progress made at school.	Date: (IEP Date)		

***STUDENTS MUST MEET THE CRITERIA OF ALL 4 SECTIONS TO BE RECLASSIFIED**

1. Assessment Center _____ Date _____

2. Classroom Teacher _____ Date _____

3. Administrator _____ Date _____

4. Parent/Guardian Notification/Consultation Method: • Conference • U.S. Mail • Phone

Parent/Guardian Signature _____ Date _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Sunset Elementary
Efrain Burciaga, Principal

Informational
 Action

AGENDA ITEM: EDUCATIONAL FIELD TRIP TO THE BARONA CULTURAL CENTER AND MUSEUM

BACKGROUND INFORMATION:

The Barona Cultural Center and Museum is dedicated to preserving the Native American culture and history of San Diego County. With more than 3,000 artifacts, listening alcoves, photographic displays, and archives, the Museum’s historic treasures unfold many fascinating and inspiring stories of the Kumeyaay/Diegueno experience.

A visit to the Baronal Cultural Center and Museum is an exciting opportunity to witness history and explore the living cultures of Southern California’s Indigenous populations.

The principal at Sunset Elementary is requesting approval for students to participate in an educational field trip to the Barona Cultural Center and Museum. A total of one hundred fifth grade students and chaperones will be participating in this event on May 23, 2024.

RECOMMENDATION:

Approve the educational field trip to the Barona Cultural Center and Museum for students from Sunset Elementary at the total cost of \$640.00 for transportation services to be paid from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Climate, Action 3.8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment opportunities to support student engagement and school connectedness 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 #

\$640.00

(Amount)

Supplemental and Concentration Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 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 January 25, 2024, Board meeting:

- 2024 CSEA Paraeducator Conference
- 2024 San Diego Dual Language Conference
- A Continuous Improvement Model for Federal Program Evaluation
- Assessing Students with Hearing Loss: Things to Know
- Autism Social & Mental Health Conference
- Becker Concierge Accounting Course
- CalABA 2024 - EMPOWER
- Comprehensive School Safety Planning
- Dual Language 102
- Dual Language School Visits
- Equity Conference 2024
- How to Use DWK Front Ends: Bid Documentation Basics
- Human Trafficking Training for Educators
- IXL Live for Administrators
- Middle School CTE Engagement Symposium
- San Diego Transformative SEL Symposium
- School Climate Conference
- School Medicaid Billing Education Series
- SNA Annual Conference
- Spring Principals Academy with Jonathan Read, Esq., F3 Law
- Understanding and Implementing SB 553’s Workplace Violence Prevention Requirements

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?
 Yes No

Are funds for this item available in the 2023-2024 Budget?
 Yes No

Requisition #

APPROXIMATE COST
\$80,412.00
(Amount)

General, Title I PD, Title III, MAA, Medi-Cal, ELO, & KIT Funds,
the Educator Effectiveness Block Grant and SDSU/Project LEAL
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – January 25, 2024

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Martha Rivas, Benita Sanchez, Karla Tapia Macias, Erika Aleman, Anett Arellano	2024 CSEA Paraeducator Conference	Ontario, CA	March 12-14, 2024	\$7,200.00	E.L.O. Fund
Luis Ramos, Adriana Aguilar, Carolina Hernandez, Sandra Guzman, Cynthia Mosqueda	2024 San Diego Dual Language Conference	San Diego	January 26-27, 2024	\$250.00	Sponsored by SDSU/Project LEAL
Marilyn Adrianzen	A Continuous Improvement Model for Federal Program Evaluation	SDCOE/ Online	March 1 & 26, 2024	\$0	No Cost
Diana Jacquez, Alejandra Jiménez, Rebecca Ackerman	Assessing Students with Hearing Loss: Things to Know	Online	January 19, 2024	\$0	No Cost
School Psychologists (9 TBD)	Autism Social & Mental Health Conference	San Diego	March 1, 2024	\$2,500.00	Medi-Cal Fund
Sadeer Sahib	Becker Concierge Accounting Course	Online	Unlimited Access	\$6,600.00	KIT Fund
Marianna Rochin	CalABA 2024 – EMPOWER	Pasadena, CA	February 8-10, 2024	\$2,000.00	MAA Fund
Jose Iniguez	Comprehensive School Safety Planning	Online	January 24, 2024	\$100.00	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Luis Ramos, Maria Rodriguez, Adriana Aguilar, Carolina Hernandez, Sandra Guzman, Cynthia Mosqueda, Others (TBD)	Dual Language 102	TBD	February 7, 2024 March 11, 2024	\$5,000.00	Title III Fund
Luis Ramos, Maria Rodriguez, Adriana Aguilar, Carolina Hernandez, Sandra Guzman, Cynthia Mosqueda	Dual Language School Site Visits	TBD	January 25, 2024	\$30.00	Title I PD Fund 5 participants sponsored by SDSU/Project LEAL
Adriana Aguilar, Cynthia Mosqueda	Equity Conference 2024	San Diego	January 18-19, 2024	\$1,400.00	Sponsored by SDSU/Project LEAL
Jose Iniguez	How to Use DWK Front Ends: Bid Documentation Basics	Online	February 6, 2024	\$50.00	General Fund
Alejandra Jimenez, Dinah Marrujo, Stephanie Wooden, Martha Murillo	Human Trafficking Training for Educators	Online	January 18, 2024 January 23, 2024	\$0	No Cost
Irene Herrera- Cevallos	IXL Live for Administrators	Irvine, CA	February 6, 2024	\$105.00 (Plus, mileage, parking, lodging)	General Fund
Irene Herrera- Cevallos	Middle School CTE Engagement Symposium	San Diego	February 8, 2024	\$52.00 (Parking & Mileage)	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Denise Villezcas, Rick Quintana	San Diego Transformative SEL Symposium	TBD	February 29, 2024	\$0	No Cost
Russell Little, Oscar Madera, Denise Villezcas, Rick Quintana, Marianna Rochin, Josefina Villegas, Karina Victorino, <i>Teams of 4 from each school - TBD</i>	School Climate Conference	Temecula, CA	April 25-26, 2024	\$45,000.00	Educators Effectiveness Block Grant
Eugenia Teodoro	School Medicaid Billing Education Series	Online	March 4-8, 2024	\$0	No Cost
Ana Bush, Sadeer Sahib	SNA Annual Conference	Boston, MA	July 14-16, 2024	\$10,000.00	KIT Fund
Erika Meza, Rebecca Bravo, Vikki Viramontes, Mairen Ruiz	Spring Principals Academy with Jonathan Read, Esq. F3 Law	SCREC	February 27, 2024	\$0	No Cost
Jose Iniguez	Understanding and Implementing SB 553's Workplace Violence Prevention Requirements	Online	January 23, 2024	\$125.00	General Fund



Business

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 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 #6 (December 1, 2023 through December 31, 2023): ▪ General Fund: 0000010905-0000010906, 0000010908-0000010928, 0000010932-0000010935, 0000010937-0000010951, 0000010953-0000010954, 00000010956-0000010977, 0000010979-0000010982, 0000010984-0000011009 ▪ Child Development Fund: 0000010983 ▪ Child Nutrition Fund – 0000010929-0000010931, 0000010978 ▪ Building Measure T Fund: 0000010936.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period December 1, 2023 through December 31, 2023. 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):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$2,947,055.55
(Amount)

As listed above
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PURCHASE ORDER REPORT (12/01/23 - 12/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/1/2023	0000010905	0000001047	DR. CYNTHIA NORALL, INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	4,250.00
12/4/2023	0000010906	001931	UNITED RENTALS	GROUNDS EQUIPMENT	0100	8150000	6400000	070	74,368.87
12/4/2023	0000010908	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010101	4300001	061	91.24
12/4/2023	0000010909	0000000493	FACTS EDUCATION SOLUTIONS LLC	CONTRACTED SERVICES	0100	4035000	5800010	014	9,321.94
12/4/2023	0000010910	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	48.91
12/4/2023	0000010911	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	284.43
12/4/2023	0000010912	004678	AMAZON CAPITAL SERVICES	INSTRUCITONAL MATERIALS	0100	6500000	4300001	054	858.54
12/4/2023	0000010913	0000000873	TAQUIZAS VICTOR	CONTRACTED SERVICES	0100	0300171	4300015	071	1,290.00
12/5/2023	0000010914	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	21,527.80
12/5/2023	0000010914	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	3,163.40
12/5/2023	0000010915	0000000203	KEENAN & ASSOCIATES	PROFESSIONAL SERVICES	0100	0980000	5800010	010	34,820.00
12/5/2023	0000010916	000579	DEPARTMENT OF INDUSTRIAL	PROFESSIONAL SERVICES	0100	0000000	5800000	071	22,394.16
12/5/2023	0000010917	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	4,948.78
12/6/2023	0000010918	001793	CABE	REGISTRATION FEES	0100	4203000	5200003	061	19,730.00
12/6/2023	0000010919	0000001006	OPTIMIZON	INSTRUCTIONAL MATERIALS	0100	0000000	5800010	071	3,300.00
12/6/2023	0000010920	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	274.54
12/6/2023	0000010921	002970	BIO CORPORATION	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	282.63
12/7/2023	0000010922	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	1,439.61
12/8/2023	0000010923	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	1,997.48
12/8/2023	0000010924	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	104.45
12/8/2023	0000010925	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	2,399.28
12/8/2023	0000010926	003313	BEST BUY	TECHNOLOGY EQUIPMENT	0100	0000000	4300011	062	491.33
12/8/2023	0000010927	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	507.32
12/8/2023	0000010928	004678	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	0100	0000000	4300000	010	430.96
12/8/2023	0000010932	004680	SOCIAL THINKING	REGISTRATION FEES	0100	0490000	5800010	054	398.00
12/8/2023	0000010933	003313	BEST BUY	OFFICE MATERIALS	0100	0300171	4300000	010	100.00
12/8/2023	0000010934	002754	EL TAPATIO CATERING	CONTRACTED SERVICES	0100	0000000	4300015	022	1,127.47
12/11/2023	0000010935	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	21,267.80
12/11/2023	0000010935	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	5,022.00
12/14/2023	0000010937	0000000068	P.I.P.S.	SAFETY CREDIT	0100	0000000	5450000	071	15,000.00
12/14/2023	0000010938	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	1,289.30
12/14/2023	0000010939	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	3,732.24
12/14/2023	0000010940	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	5600005	070	2,410.00
12/15/2023	0000010941	0000000827	C&C GLASS	CONTRACTED SERVICES	0100	8150000	5600005	070	2,835.00
12/15/2023	0000010942	0000000126	SAN DIEGO CENTER FOR VISION	PROFESSIONAL SERVICES	0100	6500000	5800010	054	2,400.00
12/15/2023	0000010943	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	17,150.00
12/15/2023	0000010944	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	4,316.56
12/15/2023	0000010945	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	5,282.30
12/18/2023	0000010946	0000001032	RADIANT KIDS THERAPY	PROFESSIONAL SERVICES	0100	6500000	5800010	054	6,600.00

PURCHASE ORDER REPORT (12/01/23 - 12/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/19/2023	0000010947	001980	VELOCITY TRUCK CENTERS	CONTRACTED SERVICES	0100	8150000	5600005	070	1,792.14
12/19/2023	0000010948	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0490000	4300015	054	600.00
12/21/2023	0000010949	004678	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	0100	0000000	4400000	020	1,400.74
12/21/2023	0000010950	0000001052	SIGNA DIGITAL SOLUTIONS, INC	CONTRACTED SERVICES	0100	0000000	5600020	010	49,290.66
12/21/2023	0000010951	0000001053	CANON FINANCIAL SERVICES, INC	LEASE AGREEMENT	0100	0000000	5600020	010	39,608.41
12/26/2023	0000010953	001685	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	0100	0000000	4300011	062	745.76
12/26/2023	0000010954	0000000466	CALIFORNIAS DEDICATED TO EDUCATION	REGISTRATION FEES	0100	4127000	5200003	061	345.00
12/26/2023	0000010956	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	0100	5640000	4300000	054	843.38
12/26/2023	0000010957	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300000	012	785.39
12/26/2023	0000010958	001981	SAN DIEGO COUNTY SUPERINDENT	CONTRACTED SERVICES	0100	4035000	5200003	061	35,000.00
12/29/2023	0000010959	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	392.53
12/29/2023	0000010960	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	478.43
12/29/2023	0000010961	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	648.17
12/29/2023	0000010962	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	887.88
12/29/2023	0000010963	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	968.16
12/29/2023	0000010964	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	476.86
12/29/2023	0000010965	0000000499	SCHOOLOUTLET.COM	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	676.13
12/29/2023	0000010966	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	398.99
12/29/2023	0000010967	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,047.28
12/29/2023	0000010968	0000000363	RIFTON EQUIPMENT	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	408.14
12/29/2023	0000010969	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	016	5,751.86
12/29/2023	0000010970	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	267.12
12/29/2023	0000010971	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	577.60
12/30/2023	0000010972	000058	DEMCO INC.	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	012	1,003.47
12/30/2023	0000010973	000809	OFFICE DEPOT	OFFICE EQUIPMENT	0100	0000000	4300000	012	336.29
12/30/2023	0000010974	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	439.92
12/30/2023	0000010975	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	498.69
12/30/2023	0000010976	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	383.17
12/30/2023	0000010977	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	469.11
12/30/2023	0000010979	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	181.46
12/30/2023	0000010980	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	326.47
12/30/2023	0000010981	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	219.21
12/30/2023	0000010982	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	1,030.46
12/30/2023	0000010984	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	2600000	4300001	061	394.93
12/30/2023	0000010985	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	317.74
12/30/2023	0000010986	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	459.68
12/30/2023	0000010987	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0982000	4300011	074	797.93
12/30/2023	0000010988	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	629.31
12/30/2023	0000010989	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	404.54

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/30/2023	0000010990	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	413.26
12/30/2023	0000010991	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	352.34
12/30/2023	0000010992	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	420.64
12/30/2023	0000010993	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	624.89
12/30/2023	0000010994	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	672.02
12/30/2023	0000010995	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	439.75
12/30/2023	0000010996	004918	BrainPOP LLC	INSTRUCTIONAL MATERIALS	0100	3010000	5800006	022	1,395.00
12/30/2023	0000010997	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	317.65
12/30/2023	0000010998	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	497.96
12/30/2023	0000010999	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	276.60
12/30/2023	0000011000	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	374.97
12/30/2023	0000011001	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	0100	0000000	4300011	061	53.88
12/30/2023	0000011002	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	480.97
12/30/2023	0000011003	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	655.96
12/30/2023	0000011004	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	784.88
12/30/2023	0000011005	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	523.87
12/30/2023	0000011006	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	446.92
12/30/2023	0000011007	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	195.66
12/30/2023	0000011008	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,209.28
12/30/2023	0000011009	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	744.25
Total for 0100									459,420.10
12/30/2023	0000010983	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	6105000	4300001	076	206.93
Total for 1200									206.93
12/8/2023	0000010929	0000000637	SYSCO SAN DIEGO INC.	CAFETERIA FOODS	1300	5310000	4700001	085	100,000.00
12/8/2023	0000010930	000982	SHIRTS UNLIMITED LLC.	CAFETERIA MATERIALS	1300	5310000	4300019	085	836.75
12/8/2023	0000010931	0000001050	NUTRISLICE, INC	CONTRACTED SERVICES	1300	7032000	4300070	085	5,880.00
12/30/2023	0000010978	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	562.92
Total for 1300									107,279.67
12/12/2023	0000010936	0000001030	DE LA FUENTE CONSTRUCTION, INC.	CONTRACTED SERVICES	2133	9010309	6200070	399	2,380,148.85
Total for 2133									2,380,148.85
Grand Total									2,947,055.55

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Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14091127	ANGE COUNTY DEPT. OF EDUCAT	12/4/2023	375.00	0100	REGISTRATION FEES
14091128	P.I.P.S.	12/4/2023	73540.42	0100	PROFESSIONAL SERVICES
14091129	XEROX FINANCIAL SERVICES	12/4/2023	9274.25	0100	CONTRACTED SERVICES
14091130	IAXIM HEALTHCARE SERVICES, IN	12/4/2023	54883.50	0100	PROFESSIONAL SERVICES
14091131	EL POLLO GRILL INC	12/4/2023	1779.76	0100	CONTRACTED SERVICES
14091132	POWERSCHOOL GROUP LLC	12/4/2023	11837.92	0100	CONTRACTED SERVICES
14091133	CAL PACIFIC TRUCK CENTER ,LLC	12/4/2023	5512.72	0100	CONTRACTED SERVICES
14091134	SOLIANT HEALTH LLC	12/4/2023	600.00	0100	PROFESSIONAL SERVICES
14091135	BLUUM USA, INC.	12/4/2023	5092.59	0100	TECHNOLOGY SUPPLIES
14091136	THE BIRCH AGENCY INC	12/4/2023	6944.00	0100	PROFESSIONAL SERVICES
14091138	ARADIGM HEALTHCARE SERVICE	12/4/2023	2625.22	0100	PROFESSIONAL SERVICES
14091139	OFFICE DEPOT	12/4/2023	6693.85	0100	OFFICE SUPPLIES
14091140	YMCA OF SAN DIEGO COUNTY	12/4/2023	344094.17	0100	PROFESSIONAL SERVICES
14091141	ACSA	12/4/2023	13454.85	0100	MEMBERSHIP
14091142	PEARSON	12/4/2023	2196.91	0100	INSTRUCTIONAL MATERIALS
14091143	TEAMTALK NETWORK	12/4/2023	437.58	0100	CONTRACTED SERVICES
14091144	BROADWAY AUTO GLASS	12/4/2023	290.00	0100	TRANSPORTATION SUPPLIES
14091145	CARRIE A. KOURI	12/4/2023	1410.46	0100	INSTRUCTIONAL MATERIALS
14091147	IMAGE ONE CORPORATION	12/4/2023	2365.06	0100	OFFICE SUPPLIES
14091148	AMAZON CAPITAL SERVICES	12/4/2023	17389.41	0100	INSTRUCTIONAL MATERIALS
14091149	SPARKLETTS	12/4/2023	829.23	0100	CONTRACTED SERVICES
14091150	STOTZ EQUIPMENT	12/4/2023	249.14	0100	GROUNDS SUPPLIES
14092766	C SMART TECHNOLOGY SOLUTIC	12/7/2023	11391.89	0100	CONTRACTED SERVICES
14092767	KEENAN & ASSOCIATES	12/7/2023	13928.00	0100	PROFESSIONAL SERVICES
14092768	LSON ADAMS NACO CORPORATI	12/7/2023	1404.62	0100	CONTRACTED SERVICES
14092769	.AS ENVIRONMENTAL SEVICES, I	12/7/2023	11994.00	0100	CONTRACTED SERVICES
14092770	DANNIS WOLIVER KELLEY	12/7/2023	930.00	0100	LEGAL FEES
14092771	CAPITOL ADVISORS GROUP, LLC	12/7/2023	2000.00	0100	PROFESSIONAL SERVICES
14092772	JOHNSON CONTROLS	12/7/2023	4948.78	0100	CONTRACTED SERVICES
14092773	PROCARE THERAPY	12/7/2023	7840.00	0100	PROFESSIONAL SERVICES
14092774	SPEECH TREE THERAPY CENTER	12/7/2023	900.00	0100	PROFESSIONAL SERVICES
14092775	MICHAEL FERGUSON	12/7/2023	13440.00	0100	PROFESSIONAL SERVICES
14092776	W2W SPORT	12/7/2023	24120.04	0100	CONTRACTED SERVICES

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Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14092777	AMERAY PUBLISHING GROUP, IN	12/7/2023	654.57	0100	INSTRUCTIONAL MATERIALS
14092778	HYA CORPORATION	12/7/2023	10000.00	0100	PROFESSIONAL SERVICES
14092779	DR. CYNTHIA NORALL, INC	12/7/2023	4250.00	0100	PROFESSIONAL SERVICES
14092781	DUNN-EDWARDS CORP.	12/7/2023	1779.62	0100	MAINTENANCE SUPPLIES
14092782	DEPARTMENT OF INDUSTRIAL	12/7/2023	22394.16	0100	PROFESSIONAL SERVICES
14092783	HOME DEPOT	12/7/2023	4415.74	0100	MAINTENANCE SUPPLIES
14092784	BUS WEST	12/7/2023	686.73	0100	MECHANIC SUPPLIES
14092785	REPUBLIC SERVICES	12/7/2023	25082.72	0100	UTILITIES
14092786	ANCHO SAN DIEGO NURSERY IN	12/7/2023	1454.00	0100	GROUNDS SUPPLIES
14092787	RCP BLOCK & BRICK	12/7/2023	516.30	0100	GROUNDS SUPPLIES
14092788	A-Z BUS SALES, INC.	12/7/2023	1038.20	0100	MECHANICAL SUPPLIES
14092789	NAPA AUTO PARTS	12/7/2023	205.21	0100	MECHANIC SUPPLIES
14092790	SMART & FINAL	12/7/2023	425.32	0100	REFRESHMENTS
14092791	FEDEX	12/7/2023	24.82	0100	CONTRACTED SERVICES
14092792	N DIEGO COUNTY SUPERINTEND	12/7/2023	250.00	0100	REGISTRATION FEE
14092793	SOUTHWEST SCHOOL & OFFICE	12/7/2023	4876.55	0100	INSTRUCTIONAL SUPPLIES
14092794	PRO POWER	12/7/2023	112.97	0100	MAINTENANCE SUPPLIES
14092795	BEST BEST & KRIEGER LLP	12/7/2023	40459.00	0100	LEGAL SERVICES
14092796	SOUTH BAY COMMUNITY SERVICE	12/7/2023	51480.00	0100	PROFESSIONAL SERVICES
14094607	DATA RECORDS MANAGEMENT	12/11/2023	365.99	0100	CONTRACTED SERVICES
14094609	VEX ROBOTICS, INC	12/11/2023	6783.95	0100	INSTRUCTIONAL MATERIALS
14094610	COLLARDAYS INTERNATIONAL, IN	12/11/2023	5159.07	0100	INSTRUCTION MATERIALS
14094611	PANERA BREAD COMPANY	12/11/2023	2634.12	0100	REFRESHMENTS
14094612	RDVARK ANT & PEST CONTROL I	12/11/2023	2217.00	0100	CONTRACTED SERVICES
14094613	WALSH & ASSOCIATES, APC	12/11/2023	119.98	0100	LEGAL SERVICES
14094614	PARKHOUSE TIRE INC	12/11/2023	295.00	0100	MECHANIC SUPPLIES
14094616	ATHWAY COMMUNICATIONS LT	12/11/2023	5388.15	0100	TECHNOLOGY SUPPLIES
14094619	RIVERSIDE ASSESSMENTS, LLC	12/11/2023	1204.68	0100	INSTRUCTIONAL MATERIALS
14094620	WEST COAST FIRE	12/11/2023	5204.00	0100	CONTRACTED SERVICES
14094621	TRAFERA, LLC	12/11/2023	11979.65	0100	TECHNOLOGY MATERIALS
14094622	THE STEPPING STONE GROUP	12/11/2023	14400.00	0100	PROFESSIONAL SERVICES
14094623	WOODLAKE TECHNOLOGIES, INC	12/11/2023	3315.00	0100	INSTRUCIONAL MATERIALS
14094625	ARADIGM HEALTHCARE SERVICE	12/11/2023	600.33	0100	PROFESSIONAL SERVICES

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Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14094626	GRAINGER	12/11/2023	617.50	0100	MAINTENANCE SUPPLIES
14094627	DUNN-EDWARDS CORP.	12/11/2023	121.86	0100	MAINTENANCE SUPPLIES
14094628	HAWTHORNE MACHINERY	12/11/2023	5522.91	0100	CONTRACTED SERVICES
14094629	SCHOOL SPECIALTY	12/11/2023	3137.34	0100	INSTRUCTIONAL MATERIALS
14094635	CDW GOVERNMENT LLC	12/11/2023	2264.79	0100	TECHNOLOGY SUPPLIES
14094637	SAN DIEGO COUNTY	12/11/2023	500.00	0100	REGISTRATION FEES
14094638	GOPHER SPORT	12/11/2023	374.11	0100	INSTRUCTIONAL MATERIALS
14094639	PITNEY BOWES	12/11/2023	449.95	0100	CONTRACTED SERVICES
14094640	WILLIAM V. MAC GILL & CO.	12/11/2023	2748.20	0100	MEDICAL SUPPLIES
14094642	VELOCITY TRUCK CENTERS	12/11/2023	3288.60	0100	CONTRACTED SERVICES
14094643	RENAISSANCE LEARNING INC.	12/11/2023	8505.00	0100	CONTRACTED SERVICES
14094644	AT&T	12/11/2023	7707.33	0100	UTILITIES
14094647	R&R CONTROLS INC	12/11/2023	2566.00	0100	CONTRACTED SERVICES
14094648	IMAGINE LEARNING INC	12/11/2023	22125.00	0100	CONTRACTED SERVICES
14094651	AMAZON CAPITAL SERVICES	12/11/2023	329.15	0100	INSTRUCTIONAL MATERIALS
14094652	DOCUMENT TRACKING SERVICES	12/11/2023	2500.00	0100	CONTRACTED SERVICES
14094655	CALIFORNIA FINANCIAL SERVICE	12/11/2023	4000.00	0100	PROFESSIONAL SERVICES
14096328	MARTA RODRIGUEZ DE TORRES	12/14/2023	19.78	0100	MILEAGE
14096330	EFRAIN IVAN MANRIQUEZ	12/14/2023	118.36	0100	MILEAGE
14096331	MARIANNA ROCHIN	12/14/2023	38.12	0100	MILEAGE
14096333	SMARTSIGN	12/14/2023	410.39	0100	TECHNOLOGY SUPPLIES
14096334	GIMKIT, INC	12/14/2023	1000.00	0100	INSTRUCTIONAL MATERIALS
14096335	GLENN HEATH	12/14/2023	17.99	0100	REIMBURSEMENT
14096336	POSTER STUDIO EXPRESS	12/14/2023	398.62	0100	INSTRUCTIONAL MATERIALS
14096337	TAQUIZAS VICTOR	12/14/2023	1290.00	0100	CONTRACTED SERVICES
14096339	ANDREW MACIAS	12/14/2023	27.51	0100	MILEAGE
14096340	ALEJANDRO BASTIDAS	12/14/2023	33.14	0100	REIMBURSEMENT
14096341	NORA MACIAS-SANTOS	12/14/2023	14.04	0100	REIMBURSEMENT
14096342	SAN YSIDRO SCHOOL DISTRICT	12/14/2023	20757.53	0100	RCF REPLENISH
14096343	WAXIE SANITARY SUPPLY	12/14/2023	11334.74	0100	CUSTODIAL SUPPLIES
14096344	OFFICE DEPOT	12/14/2023	608.27	0100	OFFICE SUPPLIES
14096345	ROAD ONE TOWING	12/14/2023	225.00	0100	CONTRACTED SERVICES
14096346	VERONICA MEDINA	12/14/2023	249.37	0100	REIMBURSEMENT

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Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14096348	AMAZON CAPITAL SERVICES	12/14/2023	7125.14	0100	CLASSROOM MATERIALS
14096349	FLYERS ENERGY	12/14/2023	6118.24	0100	DIESEL
14096350	ERNESTO MARQUEZ	12/14/2023	80.00	0100	REIMBURSEMENT
14096351	XEROX CORPORATION	12/14/2023	6096.20	0100	CONTRACTED SERVICES
14098016	P.I.P.S.	12/18/2023	15000.00	0100	SAFETY CREDIT
14098018	PURCHASE POWER	12/18/2023	5028.03	0100	CONTRACTED SERVICES
14098019	TANYA KELLER	12/18/2023	2925.00	0100	PROFESSIONAL SERVICES
14098020	AMAZON CAPITAL SERVICES	12/18/2023	3162.54	0100	INSTRUCTIONAL MATERIALS
14099699	P.I.P.S.	12/21/2023	73540.42	0100	PROFESSIONAL SERVICES
14099700	SAN DIEGO CENTER FOR VISION	12/21/2023	1140.00	0100	PROFESSIONAL SERVICES
14099702	IAXIM HEALTHCARE SERVICES, IN	12/21/2023	43896.00	0100	PROFESSIONAL SERVICES
14099703	SCHOOLOUTLET.COM	12/21/2023	618.05	0100	INSTRUCTIONAL MATERIALS
14099704	E SPEECH PATHOLOGY GROUP, I	12/21/2023	34892.80	0100	PROFESSIONAL SERVICES
14099705	EINSTEIN BROS BAGELS	12/21/2023	344.92	0100	REFRESHMENTS
14099707	THE BIRCH AGENCY INC	12/21/2023	5040.00	0100	PROFESSIONAL SERVICES
14099709	MICHAEL FERGUSON	12/21/2023	8160.00	0100	PROFESSIONAL SERVICES
14099710	SAN DIEGO GAS & ELECTRIC	12/21/2023	122517.19	0100	UTILITIES
14099711	CITY TREASURER	12/21/2023	12844.70	0100	UTILITIES
14099712	SAM & ROSE STEIN EDUCATION	12/21/2023	16690.89	0100	PROFESSIONAL SERVICES
14099713	OFFICE DEPOT	12/21/2023	2189.15	0100	OFFICE SUPPLIES
14099714	KONE INC	12/21/2023	1289.30	0100	CONTRACTED SERVICES
14099715	EMPLOYMENT DEVELOPMENT DEPT	12/21/2023	64.49	0100	CONTRACTED SERVICES
Total Fund 01			\$ 1,356,609.86		
14092780	LAKESHORE	12/7/2023	6278.83	1200	INSTRUCTIONAL MATERIALS
14094631	SAFEWAY INC. -VONS DIVISION	12/11/2023	231.73	1200	REFRESHMENTS
14099706	EMILY N STEWART CONSULTING	12/21/2023	11050.00	1200	PROFESSIONAL SERVICES
14099708	CHILDHOOD ASSESSMENT PROFES	12/21/2023	10305.00	1200	PROFESSIONAL SERVICES
Total Fund 12			\$ 27,865.56		
14094608	GOLD STAR FOODS	12/11/2023	116432.16	1300	CAFETERIA FOOD
14094615	SYSCO SAN DIEGO INC.	12/11/2023	14153.41	1300	CAFETERIA FOODS
14094617	JOHNSON CONTROLS	12/11/2023	2729.50	1300	CONTRACTED SERVICES
14094618	EL POLLO GRILL INC	12/11/2023	1215.67	1300	CATERING FOODS
14094624	NUTRISLICE, INC	12/11/2023	5880.00	1300	CONTRACTED SERVICES

Expenditure Report
12/1/23 -12/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14094630	HOLLANDIA DAIRY INC.	12/11/2023	28820.52	1300	CAFETERIA FOODS
14094632	R PAPER SUPPLY COMPANY, IN	12/11/2023	3782.39	1300	CAFETERIA PAPER GOODS
14094633	COUNTY OF SAN DIEGO	12/11/2023	1416.00	1300	CONTRACTED SERVICES
14094634	SHIRTS UNLIMITED LLC.	12/11/2023	836.75	1300	CAFETERIA MATERIALS
14094636	HOME DEPOT	12/11/2023	32.04	1300	CAFETERIA SUPPLIES
14094641	LLOYD PEST CONTROL CO.	12/11/2023	273.00	1300	CONTRACTED SERVICES
14094645	CALIFORNIA DEPARTMENT OF	12/11/2023	251.55	1300	CONTRACTED SERVICES
14094646	ACE COOLERS INC	12/11/2023	1424.75	1300	CONTRACTED SERVICES
14094649	MEXAM ENTERPRISES, INC.	12/11/2023	216.41	1300	CAFETERIA SUPPLIES
14094650	AMERICAN PRODUCE DISTRIBUTO	12/11/2023	5694.73	1300	CAFETERIA FOODS
14094653	DOMINO'S PIZZA	12/11/2023	2026.79	1300	CAFETERIA FOODS
14094654	AFFORDABLE GREASE PUMPING	12/11/2023	3780.00	1300	CONTRACTED SERVICES
14096329	PANERA BREAD COMPANY	12/14/2023	5833.24	1300	REFRESHMENTS
Total Fund 13			\$ 194,798.91		
14091137	DAVY ARCHITECTURE INC	12/4/2023	5700.00	2133	CONTRACTED SERVICES
14091146	BEST BEST & KRIEGER LLP	12/4/2023	7975.60	2133	LEGAL FEES
14096332	TOM SILVA CONSULTING	12/14/2023	7743.75	2133	PROFESSIONAL SERVICES
14096338	PBK ARCHITECTS INC	12/14/2023	1600.00	2133	CONTRACTED SERVICES
14096347	BEST BEST & KRIEGER LLP	12/14/2023	31282.40	2133	LEGAL FEES
14098017	COLBI TECHNOLOGIES, INC	12/18/2023	23051.25	2133	CONTRACTED SERVICES
14099701	COLBI TECHNOLOGIES, INC	12/21/2023	28557.50	2133	CONTRACTED SERVICES
Total Fund 21-33			\$ 105,910.50		
Grand total			\$ 1,685,184.83		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 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 departments of the district submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:

Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

See attached
(Amount)

Various Funding Sources
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION

January 25, 2024

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Academicognitive Connections	To provide Psychoeducation Evaluation (IEE), Functional Behavior Assessment (FBA) and Consultation for students with special needs. (2023-24)	\$21,000.00	Special Education	Little/Madera
2	Aztec Fire & Safety Inc.	Amendment No. 1 - To extend the term of the agreement to complete the installation of an Ansul Fire Suppression System at La Mirada and Smythe Schools. (2023-24)	\$15,900.00	Routine Restricted Maintenance Account	Iniguez
3	Mano a Mano Foundation	To provide parent education workshops for parents of the San Ysidro Middle School during the months of January and February 2024.	\$6,000.00	Title I	Little/Ruiz
4	Michael Baker International	Amendment No. 4 - Extend the term of the agreement to December 31, 2024 to contune providing Mitigation Compliance Services for the District's offsite and onsite preserves, perpetual management phase of the vernal pool mitigation site. All other terms and condition including the cost remain the same.	N/A	COPs Refunding Savings	Iniguez
5	SDCOE	To provide WRITE Foundations Training Services from January 8, 2024 to June 30, 2024.	\$2,500.00	Title I	Little

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

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

AGENDA ITEM: AMENDMENT NO. 1 TO THE AZTEC FIRE & SAFETY, INC. AGREEMENT

BACKGROUND INFORMATION:

During the week of October 24, 2022, the local fire inspector visited both Smythe and La Mirada Elementary Schools to perform fire inspections. At both schools the kitchens were cited for not having fire suppression systems. A fire suppression system consists of a box which will dispense a liquid fire retardant directly onto a stove if it is on fire. The original construction of these two schools did not require fire suppression systems. All new schools require these systems as part of the construction process.

The Fire Marshall gave the District until November 18, 2022 to either provide the new systems or demonstrate significant progress toward compliance. Two qualified companies were contacted to obtain price quotations to provide the appropriate fire suppression systems. Aztec Fire & Safety, Inc. was the only company that provided a quote for both schools. The company followed up with a cost of \$7,950.00 for each school (a total of \$15,900 for both schools) to install an Ansul Fire Suppression System at both schools.

Amendment No. 1 is to extend the term of the agreement to November 30, 2023 to allow time for project completion. All other terms and conditions (including fees) remain the same.

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to extend the term of the agreement with Aztec Fire & Safety, Inc. to complete the installation an Ansul Fire Suppression System at La Mirada and Smythe Schools.

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 #

\$15,900.00

(Amount)

Routine Restricted Maintenance Account.

(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

AMENDMENT NO. 1

The Independent Contractor Services Agreement between San Ysidro School District (District) and AZTEC FIRE & SAFETY, INC. (Contractor) was entered on November 1, 2022, to provide Fire Suppression System (labor and installation) for Smythe and La Mirada Schools.

Amendment No. 1 - The following sections are being amended.

- ITEM NO. 1 TERM:

Extend the Term end date of the agreement from January 30, 2023, to November 30, 2023 or until completion of the projects whichever happens first. This extension would allow ample time for completion.

All other Terms and Conditions of the Agreement remain the same.

The District and Contractor, each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

Aztec Fire & Safety, Inc.
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

01-25-24
Board Approved/Ratify

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

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

Informational
 Action

AGENDA ITEM: AMENDMENT NO. 4 TO THE MICHAEL BAKER INTERNATIONAL AGREEMENT FOR MITIGATION COMPLIANCE SERVICES FOR VERNAL POOL

BACKGROUND INFORMATION:

Between 2011 and 2016, Michael Baker International (MBI) and their subconsultants have been implementing a vernal pool mitigation site within the City of San Diego (“City”) Otay Mesa Vernal Pool Preserve (“Offsite Preserve”), as mitigation for the loss of vernal pools and federally- endangered San Diego fairy shrimp due to the construction of Vista Del Mar Elementary School.

The District was required to obtain permits and authorizations to implement a 5-Year Maintenance and Monitoring Program (MMP) for the vernal pool mitigation site, including annual reporting and coordination with agencies, which ended in December 2016. A final field meeting was completed on April 5, 2017, at which concurrence was obtained that all required performance standards have been achieved at the vernal pool mitigation site. With acceptance (“sign-off”) of this mitigation site by the agencies involved, the post-MMP Perpetual Management Phase for the Offsite Preserve has been initiated. The City of San Diego has indicated that they may take over the responsibility for performing the perpetual management tasks identified in these documents for the Offsite Preserve.

On January 21, 2021, the Governing Board approved the agreement with Michael Baker International and their subconsultant to represent the District in meetings with the City of San Diego for the Offsite Preserve and the Onsite Preserve. Amendment No. 3 – extends the term of the agreement until December 31, 2023 or until completion of project, whichever happens first. All other terms and conditions remain the same. Amendment No. 4 - extends the term of the agreement until December 31, 2024 or until completion of project, whichever happens first. All other terms and conditions remain the same.

RECOMMENDATION:

Approve/Ratify Amendment No. 4 to extend the term of the agreement with Michael Baker International until December 31, 2024 to continue providing Mitigation Compliance Services for the District’s offsite and onsite preserves, perpetual management phase of the vernal pool mitigation site. All other terms and conditions including the cost remain the same. The funding source for these services is the Certificates of Participation Refunding Savings fund.

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)

COPs Refunding Savings 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

AMENDMENT NO. 4

The Professional Services Agreement between San Ysidro School District (District) and Michael Baker International was entered on January 22, 2021, to provide mitigation compliance services for Vista Del Mar School project related to the Vernal Pool.

Amendment No. 4 - The following sections are being amended.

- SECTION NO. 1.2 TERM:

Extend the Term’s end date to December 31, 2024 or until project completion whichever happens first. The Project has not been completed and a Term extension is needed to continue with the negotiations with stakeholders. New Term: January 1, 2024 to December 31, 2024 (4th year)

All other Terms and Conditions of the Agreement dated January 22, 2021 remain the same.

The District and Michael Baker International, each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

Michael Baker International

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Bob Stark, AICP Project Manager

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved/Ratified:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS

BACKGROUND INFORMATION:

All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. In addition, students whose parents request for evaluation to determine eligibility for special education services have the right to access such services.

In order to be in compliance with the State and Federal Regulations, the Special Education Department is requesting approval to contract with AcademiCognitive Connections to provide Psychoeducation Evaluation (IEE), Functional Behavior Assessment (FBA) and Consultation.

RECOMMENDATION:

Approve the agreement with AcademiCognitive Connections for the 2023-2024 school year to Connections to provide Psychoeducation Evaluation (IEE), Functional Behavior Assessment (FBA) and Consultation for students with special needs in the amount of \$21,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement - Action #11: Site and District administration meet after every assessment cycle to review assessment data from all schools to focus on progress with system implementation and identify system support needed including professional learning and coaching to improve instructional implementation to support all learners, including unduplicated students.

This practice will help to support the development of data led site admin led meetings to address the needs of unduplicated students and students with disabilities through the implementation and monitoring of high leverage instructional practices.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$21,000.00

(Amount)

Special Education Funds

(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 25 day of January, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

AcademiCognitive Connections

Company/Consultant

(760) 604-2114

Telephone Number

P.O. Box 211231, Chula Vista, CA 91921

Address

www.AcademiCognitiveConnections.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: December 6, 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 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

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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

SAN YSIDRO SCHOOL DISTRICT

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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:	AcademiCognitive connections
Name:	Nadia Braun
Title:	Licensed Educational Psychologist
Address:	PO Box 211231
City/State/Zip Code:	Chula Vista, Ca 91921
Telephone:	760-604-2114
Email:	AcademiCognitiveConnections@gmail.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mca 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

AcademiCognitive Connections
Firm Name


Signature of Authorized Agent

Nadia Braun, Licensed Educational Psychologist
Print Name, Title

1/8/2024
Date:

Phone Number: 760-604-2114

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

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

MB (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.

MB (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).

MB (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).

MB (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.

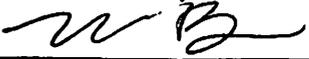
MB (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

MB (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: AcademiCognitive Connection

Name/title of authorized representative (Print) Nadia Braun, Licensed Educational Psychologist

Signature  Date 1/8/2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

**AcademiCognitive
Connections, LLC**



Educational Evaluations

AcademiCognitive Connections, LLC

Nadia Braun, M.S., LEP, ABSNP, BCBA

P.O. Box 211231 Chula Vista, CA 91921

Phone: (619) 279-5739

Email: AcademiCognitiveConnections@gmail.com

Website: www.AcademiCognitiveConnections.com

2023-2024 Rates for Services

SERVICE	FEE PER HOUR
Psychoeducational Evaluation (IEE) Typically includes: records review, interviews (parent/teacher, student, etc.), school observation, 2-3 days testing, scoring and report generation, IEP participation (up to 2 hours)	\$185/hour not to exceed \$5550
Bilingual Psychoeducational Evaluation (IEE) Typically includes: records review, interviews (parent/teacher, student, etc.), school observation, 2-3 days testing, scoring and report generation, IEP participation (up to 2 hours)	\$185/hour not to exceed \$5550
Neuropsychological Evaluation (IEE) Typically includes: records review, interviews (parent/teacher/student, etc.), school observation, 3-4 days testing, scoring and report generation, IEP participation (up to 2 hours)	\$185/hour not to exceed \$6200
Functional Behavior Assessment (FBA)(IEE) Typically includes: records review, interviews (parent/teacher/staff/student, etc.), 3-5 hours of direct observation/data collection, review of district data available, scoring and report generation, IEP participation (1 hour)	\$185/hour not to exceed \$2650
Educationally-Based Mental Health Evaluation (IEE) Typically includes: records review, interviews (parent/teacher/staff/student, etc.), school/home observation, 1 day testing, scoring and report generation, IEP participation (1 hour)	\$185/hour not to exceed \$2850
Consultation In-service, ABA support/training	\$120-\$170/hour as negotiated Consultation fees will be agreed upon prior to providing consultation services.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
San Ysidro Middle School
Mairen Ruiz, Interim Principal

Informational
 Action

AGENDA ITEM: AGREEMENT WITH MANO A MANO FOUNDATION

BACKGROUND INFORMATION:

The Mano a Mano Foundation was established to provide cultural sensitive, educational and supportive services to Latino families in the North County San Diego community. It is a 501(c)3, non-profit organization that provides skill building support groups that help parents and their children to encourage and nurture family success. Mano a Mano also promotes student and family involvement in school; drug and alcohol, and abuse awareness and education, gang prevention; parenting skill training and parent support groups.

Dr. Beatriz Villarreal will provide parent education workshops sharing actual and up-to-date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parent how to participate in active, constructive and positive manner in their children’s education. Parents will receive information on how to prevent at-risk behaviors and the strategies that will help them educate a health, well-mannered, independent, responsible and sensitive youth.

The parent education workshops (6-days) will be offered for parents at San Ysidro Middle School at a cost not to exceed \$6,000.00. Inclusive dates are: January 16, 23,30 and February 6, 13 and 20, 2024.

RECOMMENDATION:

Approve/Ratify the agreement with the Mano A Mano Foundation for virtual parent education workshops for parents of San Ysidro Middle School during the months of January and February 2024 at a cost not to exceed \$6,000.00 from Title I funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 3, Parent Engagement Parent participation in the educational process will increase annually.
3.3 Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

NOT TO EXCEED
\$6,000.00
(Amount)

Title I Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between Mano a Mano Foundation (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

To provide virtual Parent Education workshops services at the San Ysidro Middle School. A 6-week parent program for Spanish speaking parents will provide actual, up-to date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parents how to participate in an active, constructive and positive manner in their children's education. Workshops give parents the information of how to prevent at-risks behaviors and the strategies that will help them educate a healthy, well mannered, independent, responsible and sensitive youth.

2. Scope of Services:

The SPEAKER shall perform the services described below and in the attached flyer for the compensation stated in Section 3:

Keynote speaker/presenter for in-person parent educational meetings (6-week sessions) at the DISTRICT's San Ysidro Middle School where the school site administrator has approved. The term of this agreement as scheduled below. If dates change due to unforeseen circumstances, only a total number of 6 days shall not exceed and within School Year 2023-24.

- SYMS: January 16, 23, 30 and February 6, 13 and 20, 2024

3. Compensation:

DISTRICT shall pay SPEAKER a not to exceed amount of \$6,000.00. The DISTRICT is not responsible for any other expenses. A Purchase Order is required before providing services.

SPEAKER shall submit to DISTRICT an itemized invoice which indicates 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 SPEAKER within 30 days and in accordance with this Agreement. Please note: Payments cannot be made in advance of services.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Insurance

SPEAKER shall maintain, at own expense, Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "per 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 with a general aggregate limit of \$2,000,000 the

required occurrence limit. The San Ysidro School District must be named additional insured and endorsed.

Verification of Coverage

SPEAKER 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 SPEAKER’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. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of service stated in Section 2, above.

6. Other:

SPEAKER 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.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

MANO A MANO

GUEST SPEAKER – DR. BEATRIZ VILLARREAL, DIRECTOR

Signature: _____ Date: _____

Address: _____

Telephone: (760) 492-8897 E-mail: beatriz@mamf.org

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476

Board approved/ratified: _____



Programa Para Padres de Familia

Dra. Beatriz Villarreal

“Padres Aprendiendo a ser Mejores Padres”

San Ysidro Middle School los invitan a participar en una serie de talleres donde recibirá información actualizada de lo que pasa en nuestra comunidad y también con el propósito de ayudarle a poder formar jóvenes que tengan éxito en la escuela y en la vida en general.

This workshop will be presented in Spanish only

Los temas serán: Martes 2024

- | | |
|---|------------|
| • En la Educación está el Poder | enero 16 |
| • Comunicación efectiva con su adolescente y su familia | enero 23 |
| • La verdad sobre las drogas: Marihuana/VAPING/Fentanilo | enero 30 |
| • Bullying: educación y prevención del acoso | febrero 6 |
| • Salud Mental: Ansiedad, depresión, manejo del estrés | febrero 13 |
| • Riesgos del Internet y como tener el control de la tecnología | febrero 20 |

Estos talleres se ofrecerán en el salón de usos múltiples (MPR)

De 9am a 11am

4345 Otay Mesa Rd, San Diego, CA 92154



Si tiene alguna pregunta, favor de comunicarse con:

Marisela Gonzalez

Outreach Consultant

San Ysidro Middle School

(619) 428-4476 Ext. 3209

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE WRITE FOUNDATIONS TRAINING SERVICES

BACKGROUND INFORMATION:

This Memorandum of Understanding is entered between the San Ysidro School District and the San Diego County Superintendent of Schools on behalf of its Learning and Leadership Division to provide professional development services.

The purpose of this MOU is to support site leaders (teachers, lead teachers, and administrator) in their collective efforts to (a) deepen their understanding and application of culturally and linguistically responsive instruction, (b) deepen and expand their knowledge of academic literacy instruction, including a focus on language development, and (c) make connections between new learning and current practice.

The services to be provided include 12 hours of Professional Learning, Implementation Support, and Coaching as follows:

- WRITE Foundations Training: Three-hour session to take place on January 8, 2024
- Three hours of site practice implementation: one-hour session at each middle school site during Friday staff meetings for a total of three (3).
- Two hours of virtual coaching for Resource Teachers (to take place before the site session)

The term of this MOU is January 8, 2024, to June 30, 2024.

RECOMMENDATION:

Approve/Ratify the MOU with the San Diego County Superintendent of Schools for the WRITE Foundations Training Services at the total cost of \$2,500.00 to be paid 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. Professional learning includes training specifically designed to address 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 2023-2024 Budget?

Yes No

Requisition #

\$2,500.00

(Amount)

Title I PD Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN YSIDRO SCHOOL DISTRICT

AND

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

This memorandum of understanding (MOU) is entered into this 20th day of DECEMBER 2023 by and between the SAN YSIDRO SCHOOL DISTRICT, referred to as DISTRICT, and the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, on behalf of its Learning and Leadership Division, hereinafter referred to as COUNTY.

I. PURPOSE & INTENDED OUTCOME

- Support site leaders (teachers, lead teachers, and administrator) in their collective efforts to (a) deepen their understanding and application of culturally and linguistically responsive instruction, (b) deepen and expand their knowledge of academic literacy instruction, including a focus on language development, and (c) make connections between new learning and current practice.

Expected Outcomes

- Increase awareness and understanding of culturally and linguistically responsive instruction.
- Increased understanding and knowledge of equity-centered academic literacy design and schoolwide implementation.
- Increased teacher expertise in evidence-based practices aligned to the CCSS Writing Standards that will support the implementation of standards-based classroom instruction.

II. SERVICES

12 hours of Professional Learning, Implementation Support, and Coaching on:

- WRITE Foundations Training: Three-hour sessions to take place on 01/08/2024
- Three (3) hrs. site practice implementation: one-hour session at each middle school site during Friday staff meetings for a total of three (3); one per site.
- Two (2) hrs. virtual coaching for TOSAs (to take place before the site session)
- Design of any necessary materials, presentations, and resources (including asynchronous resources)
- Coordination calls and other communications, as needed

III. OWNERSHIP OF MATERIALS

All materials and documents, including without limitation memoranda, reports, specifications, designs, plans, maps and other documents prepared for, or obtained related to the scope of, this Agreement shall be property of COUNTY from the moment of their creation.

IV. CONTRACT TERM

This contract shall be in force from January 8, 2024 to June 30, 2024

V. PAYMENT

DISTRICT agrees to pay COUNTY for services provided, within 30 days of receipt of invoice **\$2,500.00 (Two Thousand Five Hundred dollars)**.

VI. GOVERNING LAW VENUE SAN DIEGO

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 of Federal court located in San Diego County.

VII. COMPLIANCES WITH LAW

The parties 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, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

VIII. 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.

IX. HOLD HARMLESS

Each party agrees to hold harmless, defend, and to indemnify the other, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from or alleged to have arisen from the indemnifying party's performance or lack thereof under this agreement.

X. CANCELLATION OF AGREEMENT

This Agreement may be cancelled prior to July 1, 2024, upon mutual written agreement of the parties in the event of cancellation of this Agreement, payment of fees for services provided prior to cancellation will be immediately due and payable to COUNTY.

XI. CONTACT INFORMATION

County Contact:
Maria Cordero
ELC, MEGA Dept.
Learning and Leadership Services
6401 Linda Vista Road
San Diego, CA 92111
858-298-2009
maria.cordero@sdcoe.net

District Contact:
Luis Ramos
Director of Educational Services
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619)428-4476
Luis.ramos@sysdschools.org

XII. FINAL APPROVAL

This Agreement is of no force or effect until approval by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executive on their behalf by their fully authorized representatives.

SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS

SAN YSIDRO SCHOOL DISTRICT

Signature

Signature

Michael Simonson

Marilyn Adrianzen

Deputy Superintendent, CBO.

Title

Chief Business Official

Title

Date

01-05-24

Date

Board approved/ratified: 01-25-24

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

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

Informational
 Action

AGENDA ITEM: MASTER AGREEMENT WITH INFORMATION AND ENERGY SERVICES,
INC. (IES)

BACKGROUND INFORMATION:

Based on the results of RFQ No. 2307 for professional consultants to serve the District’s capital improvement and maintenance program, the following initial set of master agreements and associated maximum values are presented for approval. Maximum values cannot be exceeded without additional Board authorization. These agreements will be for a term of 3 years with the ability to extend a year at a time for a maximum term no longer than 5 years as allowed by code. Annual extensions, if desired, will require Board action.

There is no fiscal commitment when approving a master agreement. This action will authorize the Board’s designated representatives (Superintendent and Chief Business Official) to negotiate, verify funding availability and execute Work Authorizations which will identify the scope, schedule & budget for specific tasks. Each action so taken shall be followed by approval and ratification at the next regularly scheduled Board meeting. Actions shall identify the associated fund source(s).

Approval of these master agreements has no fiscal impact. Only Work Authorizations create a commitment of funds. This is the initial request for urgently needed services. Additional consultants from the results of RFQ No. 2307 will be brought to the Board for consideration as needs arise.

Firm	Specialty	Maximum Value 3 Year Term
Information and Energy Services, Inc. (IES)	Energy and Water Consulting Services	\$100,000

Time is of the essence, and approval will also authorize the Board’s designated representatives (Superintendent and Chief Business Official) to finalize each firm’s master agreement with minor modifications and legal oversight based generally on the form of contract provided herewith.

RECOMMENDATION:

Approve master agreement with SWS Engineering, Inc. an approved firm through RFQ No. 2307 to provide professional consulting services for capital improvement and maintenance projects. Authorize staff to finalize agreements with each firm based on the form of contract provided with any minor modifications having legal oversight. Authorize Superintendent or Chief Business Official to execute Work Authorizations for tasks followed by Board ratification and approval.

Continued on following page

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 N/A

Requisition #

N/A

N/A

(Amount)

To be determined on a task-by-task basis from
G.O. Bonds Measure T & U and/or other funding
sources

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**MASTER AGREEMENT FOR PROFESSIONAL
ENERGY AND WATER CONSULTING SERVICES BETWEEN THE
SAN YSIDRO SCHOOL DISTRICT AND
INFORMATION AND ENERGY SERVICES, INC.**

This agreement is made and entered into as of the date of the last signature hereto, by and between the SAN YSIDRO SCHOOL DISTRICT (“SYSD”) and INFORMATION AND ENERGY SERVICES, INC., (the “Consultant”), a Professional ENERGY AND WATER Consultant (collectively referred to as the “Parties” and each individually as “Party.”).

RECITALS

WHEREAS, The SAN YSIDRO SCHOOL DISTRICT is in need of professional ENERGY AND WATER consulting services, hereinafter referred to as “Services”; and,

WHEREAS, Consultant is duly licensed and/or has the necessary qualifications to provide such ENERGY AND WATER services for the Project; and,

WHEREAS, SYSD desires to engage Consultant to render services on an ongoing basis for a period of up to three (3) years, with an option for up to two (2) one year extensions, hereinafter referred to as the “Project”.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1 Definitions

"Agreement" shall mean this professional services agreement.

"Consultant" shall mean INFORMATION AND ENERGY SERVICES, INC..

"Project" shall mean the ongoing services provided under this contract as directed by Work Authorizations.

"SYSD" shall mean the SAN YSIDRO SCHOOL DISTRICT.

"Services" shall mean the ENERGY AND WATER consulting services to be provided by Consultant pursuant to this Agreement and as further described in Scope of Services below.

"Work Authorization" shall mean the written authorization, signed by both parties, to proceed with specific scopes of service.

2 Scope, Deliverables and Term

2.1 Scope of Services

The scope of services will be determined on a Work Authorization basis and agreed to in writing prior to proceeding with services. Each written Work Authorization, once signed by both parties, shall include the scope of work, the number of hours authorized, or lump sum, the timelines associated with the scope of work, as well as any deliverables due.

The Work Authorization form is provided herewith as Exhibit A.

2.2 Deliverable(s)

Deliverables shall be determined in writing on each Work Authorization when applicable.

2.3 Term

The term of this Agreement shall be for a period of three (3) year(s) from the date of execution of this Agreement. Such term may be extended upon written agreement of both SYSD and Consultant.

Due to the anticipated nature of the services to be authorized, it is understood that Work Authorizations signed by both parties prior to the expiration of the Master Agreement may need to proceed uninterrupted including payment for services. The end of Term indicates the date by which no new Work Authorizations will be allowed and no further Amendments to this Agreement extending the cost or the term will be allowed.

3 Fees and Payments.

3.1 Fees

The maximum value authorized under this Agreement without further written amendment for specified services is **one hundred thousand dollars (\$100,000.00)**, including expenses if applicable, as identified and agreed to in each signed Work Authorization.

No reimbursables or travel expenses are allowed unless specifically authorized in advance via a Work Authorization.

Fee Chart for use in Agreement:

Personnel Title	Sept. 1, 2023 - June 30, 2024	July 1, 2024 - June 30, 2025	July 1, 2025 - June 30, 2026	July 1, 2026 - August 31, 2027
Principal	\$ 210.00	\$ 216.30	\$ 222.79	\$ 229.47
Senior Engineer	\$ 180.00	\$ 185.40	\$ 190.96	\$ 196.69
Engineer III	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91
Engineer II	\$ 126.00	\$ 129.78	\$ 133.67	\$ 137.68
Engineer I	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13
Project Manager II	\$ 126.00	\$ 129.78	\$ 133.67	\$ 137.68
Project Manager I	\$ 110.00	\$ 113.30	\$ 116.70	\$ 120.20
Administrative Assistant	\$ 72.00	\$ 74.16	\$ 76.38	\$ 78.68

Add rows above as needed.

Reimbursables At cost plus : 5% %

(Shall not exceed 15% with explanation. Typical is 5% or 10% max.)

3.2 Payments

Consultant shall furnish SYSD with an invoice on no more than a monthly basis reflecting services performed and expenses. The invoices shall be separately submitted for each active Work Authorization, and shall detail charges by categories, including labor, materials, equipment, supplies and miscellaneous expenses, or as otherwise negotiated on each Work Authorization. Consultant shall furnish original receipts for all reimbursable expenses, if reimbursables are authorized. Food reimbursement requests must include itemized receipts and no alcohol will be reimbursed. Tips for services rendered will not be reimbursed. No Work Authorization can alter these reimbursement rules. Any change to these rules must be made via an Amendment to this Master Contract. SYSD shall independently review each invoice submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed, the invoice shall be returned by SYSD to Consultant within ten (10) business days of receipt for correction and resubmission.

3.3 Payment Terms

Payment shall be net thirty (30) days from the date services were received and accepted, or the date the invoice was received, whichever is later. See also 3.2 Payments.

4 Extra Work

At any time during the term of this Agreement, SYSD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by SYSD to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of the Work Authorization. Consultant shall not perform, nor be compensated for, Extra Work without a written supplemental Work Authorization from SYSD.

5 Responsibilities of Consultant.

5.1 Organization

Consultant shall assign a specific Project Manager to each Work Authorization. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of SYSD, 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.

5.2 Work Authorization

Consultant shall obtain from SYSD a written Work Authorization for any work requested in advance of performance. Such Work Authorization shall reiterate Consultant's duties for the service, deliverables, due dates, and agreed upon payment therefore. Each Work Authorization, signed by both parties, shall become a part of this agreement and subject to the terms and conditions herein.

5.3 Coordination of Services

23. Consultant agrees to work closely with SYSD staff in the performance of Services and shall be available to SYSD's staff, consultants and other staff at all reasonable times.

5.4 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 represents that it will assign employees and subcontractors who have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or 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, subconsultants or subcontractors who are determined by SYSD 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, subconsultants or subcontractors who fail or refuse to perform the Services in a manner reasonably acceptable to SYSD, shall be promptly removed from the Project by the Consultant and shall not be re-employed or retained to perform any of the Services or to work on the Project.

5.5 Independent Contractor & Additional Personnel

Consultant is retained as an independent Consultant and is not an agent or employee of SYSD. No employee or agent of Consultant shall by this Agreement become an agent or employee of SYSD. The work to be performed shall be in accordance with the work described herein, subject to such directions and amendments from SYSD as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind SYSD to any obligation whatsoever, except as specifically provided in writing by SYSD. 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.

5.6 Laws and Regulations

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all California Code of Regulations Title 24 and Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

5.7 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 SYSD 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 four (4) years from the date of final payment under this Agreement."

5.8 INSURANCE

- (1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to SYSD that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to

commence work on any subcontract until it has provided evidence satisfactory to SYSD that the subcontractor has secured all insurance required under this Section.

- (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. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall survive after this agreement as permitted by law. Such insurance shall meet at least the following minimum levels of coverage:
- a. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 4/13); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 4/13), code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.
 - b. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit; per project aggregate will apply. (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.
 - i. Defense costs shall be payable in addition to the limits.
 - ii. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
 - c. Insurance Endorsements. The insurance policies shall contain the following provisions:
 - i. General Liability. The general liability policy shall be endorsed to state that: (1) the SYSD, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; including ongoing operations and completed operations with ISO forms CG 20 10 10 01 and CG 20 37 10 01, and (2) the insurance coverage shall be primary insurance as respects the SYSD, its directors, officials,

officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the SYSD, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

The policy shall contain no endorsements or provisions limiting coverage for: (A) contractual liability; (B) cross liability exclusion for claims or suits by one insured against another; (C) products/completed operations liability; (D) abuse or molestation exclusion or (E) contain any other exclusion contrary to the Agreement.

- ii. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the SYSD, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the SYSD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the SYSD, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- iii. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the SYSD, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- iv. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in this Section. The retroactive date, if any, of each such policy is to be no later than the effective date of this Agreement, and Consultant shall maintain such coverage continuously for a period of at least three (3) years following the completion of work under this Agreement.
 - a. Claims Made Policies: The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work. 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.

- d. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment of premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer shall mail thirty (30) days' written notice to SYSD, (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to SYSD, its directors, officials, officers, employees, agents and volunteers and (C) District shall have the right to modify any and all indemnity and insurance requirements based on the evaluation of the risk for each Work Authorization.
- e. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by SYSD and shall not apply to SYSD, its directors, officials, officers, employees, agents, or volunteers as additional insureds.
- f. Separation of Insureds; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the SYSD, its directors, officials, officers, employees, agents and volunteers.
- g. Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the SYSD.
- h. Verification of Coverage. Consultant shall furnish SYSD with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.
- i. Notice of Cancellation. The Consultant shall file with furnish SYSD Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certification 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 representatives.

6 General Provisions

6.1 Delays in Performance

- (1) Neither SYSD 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 labor 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.

6.2 ***Suspension of Services***

The SYSD may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the SYSD shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without SYSD's express written consent.

6.3 ***Termination of Agreement***

- (1) Grounds for Termination. SYSD 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 seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to SYSD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

- (2) Effect of Termination. If this Agreement is terminated as provided in this Section, SYSD 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.

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

6.4 ***Dispute Resolution***

- (1) Mediation: The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this Agreement, or breach thereof, ("Claim") shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen days from the date either party submits a written request to mediate a Claim, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with

respect to the Claim. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

(2) Arbitration: In the event that a claim remains unresolved after mediation, the claim shall be submitted to binding arbitration. The arbitration shall be administered by and in accordance with the then existing rules of the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within a reasonable period after the demand for arbitration is mailed, a single arbitrator shall be appointed as soon as possible by the American Arbitration Association in San Diego, California, or failing such appointment, pursuant to the usual procedure of said Association in such cases. The fee payable to the arbitrator shall be based upon the then current fee schedule of the American Arbitration Association and shall be advanced in half by each party, upon the written request of the arbitrator.

(3) It is expressly agreed that no mediation or arbitration shall be initiated prior to the completion of the Services under this Agreement, or termination of this Agreement, whichever is earlier.

6.5 Ownership of Materials and Confidentiality

23. (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 SYSD, except that Consultant shall have the right to retain copies of all such documents and data for its records. SYSD 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 SYSD'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 SYSD, or such other agency or entity as directed by SYSD or required by law, rule or regulation, as they become due during the term of this Agreement as directed by SYSD.

6.6 Prevailing Wages

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services being performed may be part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws to the extent they apply to the Services. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6.7 Safety

Consultant and all representatives of any sort 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6.8 Project Staffing

Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third-party fees.

6.9 Conformance to Applicable Requirements

All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies and shall be the property of District.

6.10 Reports

Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

6.11 Attorney's Fees

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

6.12 Indemnification

(a) 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.

(b) 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.

6.13 Time of Essence

Time is of the essence for each and every provision of this Agreement.

6.14 SYSD's Right to Employ Other Consultants

SYSD reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

6.15 Successors and Assigns

This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of SYSD.

6.16 Amendments

This Agreement may not be amended except in writing signed by both Parties.

6.17 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.

6.18 Interpretation

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

6.19 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.

6.20 Conflict of Interest

For the term of this Agreement, no member, officer or employee of SYSD, during the term of his or her service with SYSD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

6.21 Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, physical handicap, medical condition, marital status or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination with or related to the performance of this Agreement. Consultant shall also comply with all relevant provisions of SYSD's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

6.22 Fingerprinting Requirements

Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

6.23 Drug, Tobacco and Alcohol Free Facilities

All SYSD facilities are drug, tobacco, and alcohol-free facilities. Any drug, tobacco (smoked or smokeless), and/or alcohol use is prohibited at all times on all areas of SYSD or School District facilities.

6.24 Exhibits and Recitals

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

6.25 Counterparts

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

6.26 Assignment and Subconsultants

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of SYSD, which may be withheld for any reason. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

6.27 *Third Party Rights*

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than SYSD and Consultant.

Balance of page intentionally left blank.

6.28 *Notices*

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following entities and shall be effective upon receipt thereof.

CONSULTANT:

INFORMATION AND ENERGY SERVICES, INC.
21951 Purebred Lane
Escondido, CA 92029
(760) 908-6321
Attention: Michael B. Rogers
mrogers@iesenergy.com, Cell: (760) 908-6321

SYSD:

SAN YSIDRO SCHOOL DISTRICT
c/o Facilities Department
4350 Otay Mesa Road, San Ysidro, CA 92173
To be sent separately to the attention of:
Dr. Jose Iniguez, Assistant Superintendent of Admin.
Leadership, School Support & Safety
Jose.Iniguez@sysdschools.org
and
Marilyn Adrianzen, Chief Business Official
Marilyn.Adrianzen@sysdschools.org

6.29 *Entire Agreement*

This Agreement represents the entire understanding of SYSD 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.

6.30 *Authority to Execute*

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INFORMATION AND ENERGY SERVICES, INC.

SAN YSIDRO SCHOOL DISTRICT

By: **Michael Rogers**
Digitally signed by Michael Rogers
DN: cn=Michael Rogers,
o=Information & Energy Services,
Inc., ou=IES,
email=mrogers@iesenergy.com,
c=US
Date: 2024.01.04 16:49:04 -08'00'

By: _____

Signature

Signature

Print Name: Michael Rogers

Print Name: Marilyn Adrianzen

Title: President

Title: Chief Business Official

Date: 1/4/2024

Date: _____

Federal Tax I.D. No.: 55-0830534

Board approved: 01-25-24

**EXHIBIT A
 Work Authorization Form**

Firm	INFORMATION AND ENERGY SERVICES, INC.	Task Order Number	
Attn:	Michael B. Rogers	Contract #	2309-07SYSD
Requestor		Date Requested	
Due By		Deliverables (Y/N)	

TASKS/DELIVERABLES	
Tasks Required/Deliverables	Due Dates
1.	

Cost/Payment Schedule	
Task	Authorized Cost Per Task
(Please indicate lump sum or NTE)	
1.	\$
2.	\$
3.	\$

TOTAL MAXIMUM AUTHORIZED COST

\$000

Request Details

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-07SYSD for ENERGY AND WATER 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: _____

Print Name: _____/Title: _____

District:

Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: _____/Title: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

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

AGENDA ITEM: APPROVAL AND RATIFICATION OF CONSTRUCTION CONTRACTS AUTHORIZED/AWARDED PURSUANT TO THE CUPCCAA PROCESS

BACKGROUND INFORMATION:

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. As the Board is aware, the District previously adopted the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”) procedure for its procurement and award of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process, and contracts in excess of \$200K to awarded via a formal competitive bid process.

In addition to the adopted CUPCCAA process, the Superintendent also currently has delegated authority to execute construction contracts under \$15K. In accordance with CUPCCAA and this delegated authority, this Agenda Item will approve and/or ratify the following construction contracts:

I. Contracts for Ratification:

1. Contract with **Saturn Electric, Inc.** for \$1,285.00, from General Maintenance funds to pull and install new electrical conductors in the San Ysidro Middle School. Authorized by staff pursuant to previously delegated authority.
2. Contract with **Tier One Mechanical, Inc.** for \$2,975.00, from General Maintenance funds for the replacement of 2” pressure regulator at Willow School. Authorized by staff pursuant to previously delegated authority.
3. Contract with **Tier One Mechanical, Inc.** for \$3,595.00, from General Maintenance funds for the Willow School backflow repairs on fire service. Authorized by staff pursuant to previously delegated authority.

II. Contracts for Approval:

None

RECOMMENDATION:

Approval and ratification of the construction contracts set forth above for the total amount of \$7,855.00.

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 #

PO#10623

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$60,000 AWARDED PURSUANT TO CUPCCAA

THIS CONTRACT is made and entered into as of the last date of signature hereto (“Contract”), by and between **SATURN ELECTRIC, INC** (“Contractor”) and **SAN YSIDRO SCHOOL DISTRICT** (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Contract Price & Services.**

- a. After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the repairs, maintenance or construction services identified below and as more fully described in Exhibit A attached hereto (“Services” or “Work”) subject to the conditions below and for the price indicated below (“Contract Price”):

Project: SYMS Cafeteria Outlet

Location: San Ysidro Middle School – 4345 Otay Mesa Road, San Ysidro, CA 92173

Scope of Work: Pull new conductors from the existing floor box to the damaged location. Roughly 10’ apart.

- Install new outlet in floor box and reinstall cover.
- Test outlet for proper voltage and polarity.
- Clean off site.

BASE CONTRACT (In Dollars\$):

\$		1	,	2	8	5	.	0	0
	Dollars							Cents	

- b. **Allowances:** If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the District. Allowance items shall only be used by Contractor with the District’s prior written permission. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract (“Terms and Conditions”) attached hereto.

Site. Contractor shall perform the Work at **San Ysidro Middle School** as reflected under Section 1.a. The “Project” is the scope of Work performed at the Site.

3. **Contract Time & Liquidated Damages.** Work shall be completed by **01/19/24** or soon thereafter on a non-school day. (“Contract Time”). Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **\$100.00** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

4. **Bonds & Insurance.**

a. **Payment Bond & Performance Bond:**

IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW \$25K

IS REQUIRED: Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. The District reserves to waive this requirement in writing at its sole discretion and negotiate a deduction of the cost from the base proposal in the event the Contract Price is below \$25,000.

b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000 each incident, disease \$2,000,000 policy limit

DISTRICT MAY ADJUST THESE LIMITS, IN WRITING, AT THE DISTRICT'S SOLE DISCRETION BASED ON SIZE AND SCOPE OF THE CONTRACT.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

Project Oversight. The District representative for the Project is Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety. Cell# (310) 430-4681.

- 5. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in **Exhibit B**.
- 6. **This box will be checked if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief ("ESSER") programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements. Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions attached hereto as **Exhibit C**.
- 7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- | | |
|---|--|
| <input type="checkbox"/> Proposal Form | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | <input checked="" type="checkbox"/> Exhibit A (Scope of Work) |
| <input type="checkbox"/> Non collusion Declaration | <input type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Certifications to be Completed by Contractor | <input type="checkbox"/> Work Specifications |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input type="checkbox"/> _____ [Other] |
| <input checked="" type="checkbox"/> Insurance Certificates and Endorsements | <input type="checkbox"/> Exhibit B (Infectious Disease Provisions) |
| | <input type="checkbox"/> Exhibit C (Federal Procurement Provisions) |

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:

San Ysidro School District
4350 Otay Mesa Rd.,
San Ysidro, CA 92173
Attn: Dr. Jose Iniguez, Assistant Superintendent of Admin.
Leadership, School Support & Safety

Contractor:

Saturn Electric Inc.
7552 Trade Street
San Diego, CA 92121
Attn: Matt Robinson
(858) 271-4100
matt@saturnelectric.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____

Dated: 1/17/24

SAN YSIDRO SCHOOL DISTRICT

SATURN ELECTRIC, INC.

Signature: _____

Signature: [Signature]

Print Name: Marilyn Adrianzen

Print Name: Timothy A. Dudek

Print Title: Chief Business Official

Print Title: President

DIR Registration # 1000007128

License# 219097

Board approved/ratified: 01-25-24

Information regarding Contractor:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: _____

**Employer Identification Number or
Social Security Number:**

95-1248756

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Contractor representative for onsite work:

Name:

Title:

Mobile:

Timothy A. Dudek
Email:

President

858 271-4100

tim@saturnelectric.com

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Receipt of this contract signed by the District shall be the Notice to Proceed.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST: Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.

4. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

5. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

6. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor

pursuant to this Contract, whether or not such documents are final or draft documents.

7. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. CHANGE IN SCOPE OF WORK:

8.1. No Change Without Authorization: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. District Right to Request Changes: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. Proposed Change Order:

8.3.1. Submission / Time to Submit: Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. Content of Proposed Change Order: Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. Labor: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. Material: Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. Mark-Up for Overhead and Profit: Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

8.3.2.4.1. **Subcontractor-Performed**

Work: Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit.**

8.3.2.4.2. **Contractor-Performed Work:**

Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

8.3.3. **Contract Time:** Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

8.4. **Determination of Change Order Cost:** The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research.

8.5. **Contractor Obligation to Substantiate:** Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

8.6. **Waiver:** If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

9. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be

material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

13. **DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY:** No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

14. **FINGERPRINTING:** Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

15. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

16. **FAILURE TO PERFORM.** If the District at any time believes that the Contractor is behind schedule, is failing to construct the

Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

17. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

18. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

19. PERSONNEL: Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

20. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

21. ACCESS TO WORK: District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

23. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

24. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

25. OCCUPANCY: There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this

Contract, nor shall that occupancy extend the date specified for completion of the Work.

26. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

27. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

28. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9)

erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

29. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

30. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

31. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

32. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

33. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

34. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while

performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

36. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere

formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to

respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

37. **LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any

contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

38. **PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

39. **AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s)

during Contractor's normal business hours, unless Contractor otherwise consents.

40. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

41. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

42. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

43. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

44. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

46. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

No Hazardous Materials. I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools,

devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

○ Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disbursts when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;

- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

Imported Materials. All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

I, _____ [Your Name], _____ [Firm Name] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [Your Name], _____ [Firm Name] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

- The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.
-

Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: 1/17/24

Proper Name of Contractor: Saturn Electric, Inc.

Signature: Scw

Print Name: Timothy A. Dudek

Title: President

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

All Workers Fingerprinted. The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

Physical Barrier. Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Continual Supervision by Fingerprinted Employee. Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ Title: _____

Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 11/17/24

Proper Name of Contractor: **Saturn Electric, Inc.**

Signature: 

Print Name: Timothy A. Dudek

Title: President

**EXHIBIT A
SCOPE OF WORK**

The scope of work for the Project is as set forth in Section 1.a above

END OF EXHIBIT A

EXHIBIT B
INFECTIOUS DISEASE PROVISIONS – Operational School Sites

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain (“**Infectious Disease**”). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor’s obligations hereunder shall include, without limitation providing personal protective equipment (“**PPE**”) to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).
2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor’s full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.
3. **Infectious Disease & Extra Work.**
 - 3.1. Contractor agrees that its Bid/Proposal, the Contract Price and the Contract Time are based on Contractor’s full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:
 - 3.1.1. It occurred after the date of the award of the Project to Contractor;
 - 3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and
 - 3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.
 - 3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.
4. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

5. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
6. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense, but may be included in the Contract Price.
7. **Vaccination Status.**
 - 7.1. Contractor's Applicable Workers will not be allowed to enter the District's school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District's school site, including, but not limited to the requirements set forth here:
 - 7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all of its employees who will be working in any capacity on operational District school sites have been either:
 - 7.2.1. Fully vaccinated for COVID-19 or
 - 7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.
 - 7.2.2.1. COVID-19 Testing: Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:
 - 7.2.2.1.1. Polymerase Chain Reaction (PCR)
 - 7.2.2.1.2. Antigen test
 - 7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.
 - 7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.
 - 7.4. Contractor's responsibility for COVID-19 compliance and record keeping extends to all of its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

END OF EXHIBIT B

EXHIBIT C
FEDERAL CONTRACTING PROVISIONS

RESERVED – NOT APPLICABLE

END OF EXHIBIT C

CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$60,000 AWARDED PURSUANT TO CUPCAA

THIS CONTRACT is made and entered into as of the last date of signature hereto (“Contract”), by and between TIER ONE MECHANICAL, INC (“Contractor”) and SAN YSIDRO SCHOOL DISTRICT (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Contract Price & Services.**

- a. After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the repairs, maintenance or construction services identified below and as more fully described in Exhibit A attached hereto (“Services” or “Work”) subject to the conditions below and for the price indicated below (“Contract Price”):

PROJECT: 2” Pressure Reg. Replacement (24-4000) at Willow School

LOCATION: Willow Elementary – 226 Willow Road, San Ysidro, CA 92173

SCOPE OF WORK:

1. Shut down and safe off work area to one building at Willow School.
 - a. Water is currently off due to an active leak on an underground pipe.
2. Dig around pipe to access 2” pressure regulator that has cracked and leaked.
 - a. Remove the union connections to remove pressure regulator. Remove unions for replacement.
3. Provide and install direct replacement regulator with two new unions.
4. Turn the water on and check for proper operations.
5. Clean up and remove the dirt around the regulator and pipe.
6. To be done during regular working hours M-F 7am-4pm.

BASE CONTRACT (In Dollars\$):

\$		2	,	9	7	5	.	0	0
	Dollars							Cents	

- b. **Allowances:** If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the District. Allowance items shall only be used by Contractor with the District’s prior written permission. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract (“Terms and Conditions”) attached hereto.

Site. Contractor shall perform the Work at Willow Elementary as reflected under Section 1.a. The “Project” is the scope of Work performed at the Site.

3. **Contract Time & Liquidated Damages.** Work shall be completed by January 12, 2023 or soon thereafter on a non-school day. (“Contract Time”). Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the

Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **\$100.00** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

4. **Bonds & Insurance.**

a. **Payment Bond & Performance Bond:**

IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW \$25K

IS REQUIRED: Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. The District reserves to waive this requirement in writing at its sole discretion and negotiate a deduction of the cost from the base proposal in the event the Contract Price is below \$25,000.

b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000 each incident, disease \$2,000,000 policy limit

DISTRICT MAY ADJUST THESE LIMITS, IN WRITING, AT THE DISTRICT'S SOLE DISCRETION BASED ON SIZE AND SCOPE OF THE CONTRACT.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

Project Oversight. The District representative for the Project is Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety. Cell# (310) 430-4681.

5. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in Exhibit B.

6. **This box will be checked if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief ("ESSER") programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements. Contractor agrees to fully comply with all federal requirements, including,

without limitation, the federally required contract provisions attached hereto as **Exhibit C**.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- | | |
|---|--|
| <input type="checkbox"/> Proposal Form | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | <input checked="" type="checkbox"/> Exhibit A (Scope of Work) |
| <input type="checkbox"/> Non collusion Declaration | <input type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Certifications to be Completed by Contractor | <input type="checkbox"/> Work Specifications |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input type="checkbox"/> _____ [Other] |
| <input checked="" type="checkbox"/> Insurance Certificates and Endorsements | <input type="checkbox"/> Exhibit B (Infectious Disease Provisions) |
| | <input type="checkbox"/> Exhibit C (Federal Procurement Provisions) |

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:

San Ysidro School District
4350 Otay Mesa Rd.,
San Ysidro, CA 92173
Attn: Dr. Jose Iniguez, Assistant Superintendent of Admin.
Leadership, School Support & Safety

Contractor:

Tier One Mechanical, Inc
18414 S. Santa Fe Ave
Rancho Dominguez, CA 90221
Attn: Anthony Brehm
(424) 393-4022
abrehm@t1mechanical.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____

Dated: 01/09/2024

SAN YSIDRO SCHOOL DISTRICT

TIER ONE MECHANICAL, INC.

Signature: _____

Signature: [Signature]

Print Name: Marilyn Adrianzen

Print Name: Jeanette Gavarrete

Print Title: Chief Business Official

Print Title: Office Assistant

DIR Registration # 1000741623

License# 1071811

Board approved/ratified: 01-25-24

Information regarding Contractor:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: _____

Employer Identification Number or

Social Security Number:

65-3550572

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Contractor representative for onsite work:

Name:

Title:

Mobile:

Anthony Brehm
Email:

service manager

856-239-3627

abrehm@t1mechanical.com

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Receipt of this contract signed by the District shall be the Notice to Proceed.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST: Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.

4. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

5. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

6. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor

pursuant to this Contract, whether or not such documents are final or draft documents.

7. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. CHANGE IN SCOPE OF WORK:

8.1. No Change Without Authorization: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. District Right to Request Changes: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. Proposed Change Order:

8.3.1. Submission / Time to Submit: Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. Content of Proposed Change Order: Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. Labor: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. Material: Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. Mark-Up for Overhead and Profit: Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

8.3.2.4.1. **Subcontractor-Performed**

Work: Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit.**

8.3.2.4.2. **Contractor-Performed Work:**

Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

8.3.3. **Contract Time:** Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

8.4. **Determination of Change Order Cost:** The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research.

8.5. **Contractor Obligation to Substantiate:** Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

8.6. **Waiver:** If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

9. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be

material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

13. **DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY:** No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

14. **FINGERPRINTING:** Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

15. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

16. **FAILURE TO PERFORM.** If the District at any time believes that the Contractor is behind schedule, is failing to construct the

Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

17. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

18. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

19. PERSONNEL: Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

20. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

21. ACCESS TO WORK: District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

23. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

24. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

25. OCCUPANCY: There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this

Contract, nor shall that occupancy extend the date specified for completion of the Work.

26. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

27. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

28. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9)

erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

29. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

30. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

31. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

32. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

33. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

34. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while

performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

36. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term "**Claim**" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere

formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to

respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

37. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any

contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

38. **PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

39. **AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s)

during Contractor's normal business hours, unless Contractor otherwise consents.

40. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

41. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

42. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

43. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

44. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

46. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

No Hazardous Materials. I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("**New Hazardous Material**"), shall be furnished, installed, or incorporated in any way into the Project or in any tools,

devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.



Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chinks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;

- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

- 1. I have received notification of potential lead-based materials on the District's property;
- 2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

Imported Materials. All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

I, _____ [Your Name], _____ [Firm Name] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [Your Name], _____ [Firm Name] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

- The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.
-

Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here is constitutes your written response to the District, indicating:

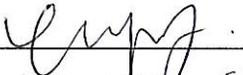
(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: 1/9/2024

Proper Name of Contractor: Tier One Mechanical, Inc.

Signature: 

Print Name: Jeannette Gavarrete

Title: Office Assistant

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

All Workers Fingerprinted. The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

Physical Barrier. Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Continual Supervision by Fingerprinted Employee. Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Anthony Brehm Title: Service Manager

Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

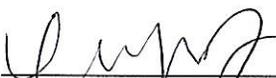
2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 01/06/2024

Proper Name of Contractor: **Tier One Mechanical, Inc.**

Signature: 

Print Name: Jeannette Gavarrete

Title: Office Assistant

**EXHIBIT A
SCOPE OF WORK**

The scope of work for the Project is as set forth in Section 1.a above

END OF EXHIBIT A

EXHIBIT B
INFECTIOUS DISEASE PROVISIONS – Operational School Sites

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain (“**Infectious Disease**”). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor’s obligations hereunder shall include, without limitation providing personal protective equipment (“**PPE**”) to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).

2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor’s full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.

3. **Infectious Disease & Extra Work.**
 - 3.1. Contractor agrees that its Bid/Proposal, the Contract Price and the Contract Time are based on Contractor’s full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:
 - 3.1.1. It occurred after the date of the award of the Project to Contractor;
 - 3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and
 - 3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.
 - 3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.

4. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

5. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
6. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense, but may be included in the Contract Price.

7. Vaccination Status.

- 7.1. Contractor's Applicable Workers will not be allowed to enter the District's school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District's school site, including, but not limited to the requirements set forth here:
- 7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all of its employees who will be working in any capacity on operational District school sites have been either:
 - 7.2.1. Fully vaccinated for COVID-19 or
 - 7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.
 - 7.2.2.1. COVID-19 Testing: Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:
 - 7.2.2.1.1. Polymerase Chain Reaction (PCR)
 - 7.2.2.1.2. Antigen test
 - 7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.
- 7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.
- 7.4. Contractor's responsibility for COVID-19 compliance and record keeping extends to all of its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

END OF EXHIBIT B

**EXHIBIT C
FEDERAL CONTRACTING PROVISIONS**

RESERVED – NOT APPLICABLE

END OF EXHIBIT C

CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$60,000 AWARDED PURSUANT TO CUPCAA

THIS CONTRACT is made and entered into as of the last date of signature hereto ("Contract"), by and between TIER ONE MECHANICAL, INC ("Contractor") and SAN YSIDRO SCHOOL DISTRICT ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Contract Price & Services.

- a. After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the repairs, maintenance or construction services identified below and as more fully described in Exhibit A attached hereto ("Services" or "Work") subject to the conditions below and for the price indicated below ("Contract Price"):

PROJECT: (2) Backflow Repairs on Fire Service

LOCATION: Willow Elementary – 226 Willow Road, San Ysidro, CA 92173

SCOPE OF WORK:

1. Shut down and safe off 8" fire service backflow in front of Willow School.
 - a. Fire monitoring system will need to be in test mode.
 - b. Domestic water to the school will not be interrupted or off.
2. Drain down 8" backflow and 3/4" backflow for internal repairs and cleaning.
 - a. Remove all check valves and relief valves.
 - b. Clean the internal body of debris and build-up.
 - c. Remove the rubber parts from the checks and relief valves.
3. Inspect the 8" fire service backflow.
 - a. Backflow was previously repaired by another contractor. Check the condition and inspect the rubber parts.
 - b. Reinstall the check and relief valves with new rubber components.
 - c. Test and check for proper operations.
4. Provide and install a complete check valve and relief valve rubber parts for the 3/4" backflow.
 - a. Inspection on 1-3-2024 found damaged rubber parts causing the backflow to leak.
 - b. Install the new rubber parts into the 3/4" backflow and test for proper operations.
5. To be done during regular working hours M-F 7am-4pm.

BASE CONTRACT (In Dollars\$):

\$		3	,	5	9	5	.	0	0
	Dollars							Cents	

- b. **Allowances:** If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the District. Allowance items shall only be used by Contractor with the District's prior written permission. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract (“Terms and Conditions”) attached hereto.

Site. Contractor shall perform the Work at **Willow Elementary as reflected under Section 1.a.** The “Project” is the scope of Work performed at the Site.

3. **Contract Time & Liquidated Damages.** Work shall be completed by **January 12, 2023 or soon thereafter on a non-school day. (“Contract Time”).** Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **\$100.00** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

4. **Bonds & Insurance.**

a. **Payment Bond & Performance Bond:**

IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW \$25K

IS REQUIRED: Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. The District reserves to waive this requirement in writing at its sole discretion and negotiate a deduction of the cost from the base proposal in the event the Contract Price is below \$25,000.

- b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers’ Liability	\$1,000,000 each incident, disease \$2,000,000 policy limit

DISTRICT MAY ADJUST THESE LIMITS, IN WRITING, AT THE DISTRICT’S SOLE DISCRETION BASED ON SIZE AND SCOPE OF THE CONTRACT.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

Project Oversight. The District representative for the Project is Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety. Cell# (310) 430-4681.

- 5. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in **Exhibit B**.
- 6. **This box will be checked if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief (“**ESSER**”) programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements. Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions attached hereto as **Exhibit C**.
- 7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.
- 8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- | | |
|---|--|
| <input type="checkbox"/> Proposal Form | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | <input checked="" type="checkbox"/> Exhibit A (Scope of Work) |
| <input type="checkbox"/> Non collusion Declaration | <input type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Certifications to be Completed by Contractor | <input type="checkbox"/> Work Specifications |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input type="checkbox"/> _____ [Other] |
| <input checked="" type="checkbox"/> Insurance Certificates and Endorsements | <input type="checkbox"/> Exhibit B (Infectious Disease Provisions) |
| | <input type="checkbox"/> Exhibit C (Federal Procurement Provisions) |

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:
 San Ysidro School District
 4350 Otay Mesa Rd.,
 San Ysidro, CA 92173
 Attn: Dr. Jose Iniguez, Assistant Superintendent of Admin.
 Leadership, School Support & Safety

Contractor:
 Tier One Mechanical, Inc
 18414 S. Santa Fe Ave
 Rancho Dominguez, CA 90221
 Attn: Anthony Brehm
 (424) 393-4022
 abrehm@t1mechanical.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____	Dated: <u>11/9/2024</u>
SAN YSIDRO SCHOOL DISTRICT	TIER ONE MECHANICAL, INC.
Signature: _____	Signature: <u>[Signature]</u>
Print Name: Marilyn Adrianzen	Print Name: <u>Jeannette Gavarrete</u>
Print Title: Chief Business Official	Print Title: <u>Office Assistant</u>

DIR Registration # 1000741623

License# 1071811

Board approved/ratified: 01-25-24

Information regarding Contractor:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: _____

Employer Identification Number or

Social Security Number:

85-3550572

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Contractor representative for onsite work:

Name:

Title:

Mobile:

<u>Anthony Brehm</u>	<u>Service Manager</u>	<u>856-239-3847</u>
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Email:

abrehm@t1mechanical.com

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** Receipt of this contract signed by the District shall be the Notice to Proceed.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST:** Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.
4. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
5. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
6. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor

pursuant to this Contract, whether or not such documents are final or draft documents.

7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. **CHANGE IN SCOPE OF WORK:**

8.1. No Change Without Authorization: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. District Right to Request Changes: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. Proposed Change Order:

8.3.1. **Submission / Time to Submit:** Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. **Content of Proposed Change Order:** Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. Labor: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. Material: Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. Mark-Up for Overhead and Profit: Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

8.3.2.4.1. **Subcontractor-Performed**

Work: Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit.**

8.3.2.4.2. **Contractor-Performed Work:**

Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

8.3.3. **Contract Time:** Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

8.4. **Determination of Change Order Cost:** The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research.

8.5. **Contractor Obligation to Substantiate:** Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

8.6. **Waiver:** If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

9. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be

material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

13. **DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY:** No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

14. **FINGERPRINTING:** Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

15. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

16. **FAILURE TO PERFORM.** If the District at any time believes that the Contractor is behind schedule, is failing to construct the

Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

17. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

18. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

19. PERSONNEL: Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

20. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

21. ACCESS TO WORK: District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

23. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

24. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

25. OCCUPANCY: There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this

Contract, nor shall that occupancy extend the date specified for completion of the Work.

26. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

27. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

28. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9)

erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

29. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

30. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

31. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

32. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

33. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

34. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while

performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

36. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term "**Claim**" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere

formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to

respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

37. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any

contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

38. **PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

39. **AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s)

during Contractor's normal business hours, unless Contractor otherwise consents.

40. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

41. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

42. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

43. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

44. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

46. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

No Hazardous Materials. I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("**New Hazardous Material**"), shall be furnished, installed, or incorporated in any way into the Project or in any tools,

devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.



Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;

- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

Imported Materials. All soils, aggregate, or related materials (“Fill”) that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code (“CEQA”), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

I, _____ [Your Name], _____ [Firm Name] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, “person” means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [Your Name], _____ [Firm Name] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm (“Firm”): _____
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “Federal Order”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “State Order”).

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, your certification here is constitutes your written response to the District, indicating:

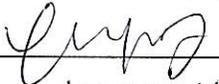
(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: 11/09/2024

Proper Name of Contractor: Tier One Mechanical, Inc.

Signature: 

Print Name: Jeannette Gavarrete

Title: Office Assistant

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

All Workers Fingerprinted. The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

Physical Barrier. Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Continual Supervision by Fingerprinted Employee. Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: ANTHONY BRAHM Title: SERVICE MANAGER

Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 01/09/2024

Proper Name of Contractor: **Tier One Mechanical, Inc.**

Signature: 

Print Name: Jeannette Gavarrete

Title: Office Assistant

**EXHIBIT A
SCOPE OF WORK**

The scope of work for the Project is as set forth in Section 1.a above

END OF EXHIBIT A

EXHIBIT B
INFECTIOUS DISEASE PROVISIONS – Operational School Sites

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain (“**Infectious Disease**”). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor’s obligations hereunder shall include, without limitation providing personal protective equipment (“**PPE**”) to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).

2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor’s full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.

3. **Infectious Disease & Extra Work.**
 - 3.1. Contractor agrees that its Bid/Proposal, the Contract Price and the Contract Time are based on Contractor’s full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:
 - 3.1.1. It occurred after the date of the award of the Project to Contractor;
 - 3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and
 - 3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.
 - 3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.

4. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

5. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
6. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense, but may be included in the Contract Price.

7. Vaccination Status.

- 7.1. Contractor's Applicable Workers will not be allowed to enter the District's school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District's school site, including, but not limited to the requirements set forth here:
- 7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all of its employees who will be working in any capacity on operational District school sites have been either:
 - 7.2.1. Fully vaccinated for COVID-19 or
 - 7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.
 - 7.2.2.1. COVID-19 Testing: Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:
 - 7.2.2.1.1. Polymerase Chain Reaction (PCR)
 - 7.2.2.1.2. Antigen test
 - 7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.
- 7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.
- 7.4. Contractor's responsibility for COVID-19 compliance and record keeping extends to all of its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

END OF EXHIBIT B

EXHIBIT C
FEDERAL CONTRACTING PROVISIONS

RESERVED – NOT APPLICABLE

END OF EXHIBIT C

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 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 gifts/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 valued at \$2,500.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

DONATIONS
\$2,500.00

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAM’S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2023-2024

BACKGROUND INFORMATION:

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

The synopsis below reports that from October 1, 2023 to December 31, 2023, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

<u>Type</u>	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:

Accept the Report of William’s Settlement related complaints for the second quarter from October 1, 2023 to December 31, 2023 of the 2023-24 school year for submission to the San Diego County Office of Education. The District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: 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

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: January 25, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: NATIONAL FOUNDATION FOR AUTISM (NFAR) TEACHER’S GRANT FUNDING AGREEMENT 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:

The National Foundation for Autism (NFAR) has agreed to provide funding for the products, equipment and/or materials as specified in the grant proposal “Healthy Minds and Healthy Bodies” to assist in the teaching of students with autism during the 2023-2024 school year. Grant No. P-23-T-047 at a total amount of \$500.00 was awarded to Ms. Marsha Monet, one of the District’s special education teachers.

RECOMMENDATION:

Approve the Grant Funding Agreement with National Foundation for Autism Research Teacher’s and acceptance of Grant No. P-23-T-047 at a total amount of \$500.00 for school year 2023-2024.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.1: Update technology plan to improve services district-wide (i.e., Maintain 1:1 device at all school sites and equipment, software, & digital literacy/digital citizenship, etc.) to increase digital access for all students, including unduplicated students. Continue to provide professional learning opportunities and support in the area of technology and digital literacy/digital citizenship and support implementation of 21st century skills for all student including unduplicated students.

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
\$500.00
(Amount)

NFAR Grant
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



WWW.NFAR.ORG

December 11, 2023

Project Grant Number: P23-T-047
RE: Healthy Minds and Healthy Bodies

Dear Mark,

We appreciate your taking the time to apply to the 2023 - 2024 NFAR Teacher's Grant Program for funding of educational materials that can help your students to learn and grow.

Congratulations! We are pleased to inform you that your grant application entitled "Healthy Minds and Healthy Bodies" was selected and approved for a funding amount of **\$500**.

Attached you will find "NFAR Teacher's Grant Terms and Conditions." Please review the attached contract and email or mail back to us a **signed copy**. NFAR will begin the funding process for your proposal once we have received the signed Terms and Conditions agreement.

The check will be made out to your SCHOOL DISTRICT but mailed DIRECTLY to you at the address as shown below. If you have any questions, please contact us at grants@nfar.org.

Returned signed grant contract to:

By Email: sharon.leon@nfar.org

By Mail: NFAR
PO Box 502177
San Diego, CA 92150

Check will be MAILED to:

Mark Kircher
4350 Otay Mesa Road
San Ysidro, CA 92173

NFAR TEACHER'S GRANT FUNDING AGREEMENT 2023/2024

Terms and Conditions: Grant Reference Number P23-T-047 , Funding Amt: \$ 500

The National Foundation for Autism Research (NFAR) has agreed to provide funding for the purchase the products, equipment and/ or materials as as specified in your grant proposal to take place during the 2023/2024 school year.

The Recipient of this Grant, **Mark Kircher of San Ysidro School District** agrees to follow-through with the activities as specified in the grant entitled "Healthy Minds and Healthy Bodies". In the event of the following, NFAR will be given prior notification:

- (1) If there is any change in the items requested or change in scope of project.
- (2) Change in school, agency or classroom by the recipient of the grant funding within the current school year.

In addition, please send NFAR a picture of you, and/or your class and materials purchased.

It is the intent of NFAR to assist you in the teaching of your students with autism. If you elect to leave your profession, we request that the materials remain with the school program/agency for the purposes of continuing to be of use in the education of students with special learning needs.

By signing below, you agree to abide by these Terms and Conditions,

Mark Kircher
Teacher (Print)


Teacher Signature

1/4/24
Date

Oscar Madera
Principal (Print)


Principal Signature

1/5/24
Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

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

BACKGROUND INFORMATION:

The Municipal Lease Agreement with Canon Financial Services, Inc. is required to finalize the leasing of copiers/equipment that will be replaced at all the district’s school sites and most offices. This agreement is associated with RFP 23/24-001 and the agreement with Signa Digital Solutions for copiers and printers.

Exhibit C is for an additional copier needed for one of the school sites. The monthly estimated rate is \$242.30. The 5-year period is estimated at \$14,538.00.

RECOMMENDATION:

Approve/Ratify the Municipal Lease Agreement with Canon Financial Services, Inc. for the procurement of a copier related to Exhibit C of the Signa Digital Solutions Agreement. The estimated contract cost is \$14,538.00 to be paid 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?

Yes No

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

Yes No

Requisition #

Estimated Contract

\$14,538.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



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

MUNICIPAL LEASE AGREEMENT

Fair Market Value
 CFS-1043 (11/22)

CFS' AGREEMENT NUMBER

CUSTOMER (FULL LEGAL NAME) San Ysidro School District		DBA		PHONE (*Customer*) (619) 428-4476	
BILLING EMAIL ADDRESS blanca.vega@sysdschools.org	BILLING CONTACT FIRST NAME Blanca	BILLING CONTACT LAST NAME A. Vega	BILLING CONTACT PH # 619) 428-4476 x3005	<input type="checkbox"/> Checking box or omitting email address defaults to paper invoice. <input checked="" type="checkbox"/> Not checking box defaults to electronic invoice. Billing data needed.	
BILLING ADDRESS 4350 Olay Mesa Rd	CITY San Ysidro	COUNTY San Diego	STATE Ca	ZIP 92173	
EQUIPMENT ADDRESS 1880 Smythe Ave	CITY San Ysidro	COUNTY San Diego	STATE Ca	ZIP 92173	
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *	
1		Canon DX 8986		\$242.30	
			* Plus Applicable Taxes		
TERM		PAYMENT FREQUENCY		END OF TERM PURCHASE OPTION	
60 (in months)		<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: \$242.30		Fair Market Value	

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

<p style="text-align: center;">ACCEPTED</p> <p>CANON FINANCIAL SERVICES, INC.</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">AUTHORIZED CUSTOMER SIGNATURE</p> <p>By: X _____ Title: Chief Business Official</p> <p>Printed Name: Marilyn Adrianzen Email Address: marilyn.adrianzen@sysdschools.org</p> <p>By: X _____ Title: _____</p> <p>Printed Name: NONE Email Address: _____</p>
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To: Canon Financial Services, Inc. ("CFS")

ACCEPTANCE CERTIFICATE

Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

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

BACKGROUND INFORMATION:

On December 12, 2023, the Governing Board approved to award RFP No. 23/24-001 and a 5-year agreement with Signa Digital Solutions for district-wide copiers and printers.

Exhibit C is for an additional copier needed for one of the school sites. The service rate for B/W copies is \$0.00490. The cost for the 5-year agreement is based on the number of copies printed.

Exhibit D is for additional services for an electrician to replace electrical outlets for the installation of new equipment/devices. The estimated cost is \$630.00.

RECOMMENDATION:

Approve/Ratify Exhibit C and D of the Professional Services Agreement with Signa Digital Solutions for the copiers and printers. The estimated cost of Exhibit C and D is to be determined and paid 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?

Yes No

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

Yes No

Requisition #

Estimated Annual

TBD

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**Exhibit C to
PROFESSIONAL SERVICES AGREEMENT**

This Exhibit is effective this **14th** day of **December 2024**, by and between the San Ysidro School District, hereinafter called the "District", and

Signa Digital Solutions

(858) 467-7979

Company/Contractor

Telephone Number

8525 Camino Santa Fe, San Diego, CA 92121

www.gosigna.com

Address

Website

1 SCOPE OF SERVICES

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

Level	Location	Replacement Make/Model	Included Paper Trays	Configuration	Monthly FMV Lease Payment	Service Rate B/W	Service Rate Color	Install
Smythe Elementary	Smythe Office	Canon DX 8986	550 550 3000	PostScript Driver Color Scanning Scan in searchable PDF Single Pass Duplex Scan External 2-tray Finisher with Stapling and 3-Hole Punch	\$242.30	\$0.00490		January 2024
				Total Monthly Lease Payment	\$242.30			

CONTRACTOR

DISTRICT

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

01-02-24

Date

Board Approved: **Ratify - 01-25-24**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**Exhibit D
PROFESSIONAL SERVICES AGREEMENT**

This Exhibit is effective this 9th day of January, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Signa Digital Solutions

(858) 467-7979

Company/Contractor

Telephone Number

8525 Camino Santa Fe, San Diego, CA 92121

www.gosigna.com

Address

Website

1 SCOPE OF SERVICES

In compliance with all terms and conditions of the Professional Services Agreement dated December 13, 2023, the Contractor shall provide the services specified in that agreement including those specific herein.

Additional services are required for the installation of the equipment/devices mentioned on Exhibit A and C. Electrical outlet replacements for some equipment may be needed as outlined in the attached quote. The estimate cost is \$630.00.

CONTRACTOR

DISTRICT

Signa Digital Solutions

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/Ratified: 01-25-24



Exhibit D

Montiel Electric 619-409-2188
619-4092188
182 Garrett ave
chula vista, CA 91910

Prepared For Signa Digital Solutions-San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Estimate Date 01t08t2024	Estimate Number 61 30025
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Description	Rate	Qty	Line Total
Install 10 nema 5-20-p outlets for San Ysidro School District in 6 school properties. remove existing outlet ,check amprage check circuit integrity and wire size on circuit if wire size not correct Montiel electric will install new circuit at extra cost install new 5-20 -p for newly installed printer,copier Parts and labor	\$105.00	10	\$630.00
		Subtotal	630.00
		Tax	0.00
		Estimate Total (USD)	\$630.00

Terms

1 year warranty on parts and labor

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH PACIFIC LIFE GROUP TAX SHELTERED 403(B)
ANNUITY FOR THE SUPPLEMENTARY RETIREMENT PLAN

BACKGROUND INFORMATION:

The San Ysidro School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP) for Certificated Non-Management, Management, and Classified Non-Management employees, which was initially approved for exploration by the Board on October 20, 2022. The SRP was designed as a retirement incentive program that encouraged eligible employees to resign or retire early. The goal of the program was to generate savings, or at a minimum, create no cost to the District by increasing the number of retirements in the 2022-23 school year. This retirement incentive encouraged fifty-three (53) employees to enroll in the plan and submit resignation/retirement letters effective June 30, 2023.

On May 30, 2023, the Governing Board approved several agreements required for the implementation of the SRP. On August 10, 2023, the Governing Board approved the revised agreement to reflect the salary adjustments for the for certificated non-management participants. The salary adjustment was \$43,281.59. The 5-year payment contribution schedule is from July 2023 to July 2027 at a new annual amount of \$877,778.71, which includes PARS administrative fees for the management of the SRP for a total of \$4,388,893.55.

The attached are the governing contracts between the District and Pacific Life Insurance Co., and include the TSA rider. The Master Annuity Contracts do not change the terms of the District's contribution amounts for the payments made to the plan participants.

RECOMMENDATION:

Approve/Ratify the Pacific Life Group Tax Sheltered 403(B) Annuity Contracts for the implementation of the District's Supplementary Retirement Plan reflecting salary adjustments for certificated non-management participants.

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 #

\$877,778.71/yr

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
(800) 800-9534

GROUP TAX SHELTERED (403(b)) ANNUITY CONTRACT

G-27713.52

This contract, as agreed to on January 24, 2023, is between PACIFIC LIFE INSURANCE COMPANY, ("Pacific Life"), a stock life insurance company, and

San Ysidro School District
(Contractholder)

Pacific Life agrees to pay Annuity Payments to Annuitants, as hereinafter described, subject to all the terms and conditions appearing on this and the following pages, attached Schedules and Rider, which are hereby made a part of this contract.

This contract is issued in consideration of the Application of the Contractholder, a copy of which is attached to and made a part of this contract, and the payment by the Contractholder to Pacific Life of premiums made pursuant to this Contract, as set forth in Schedule II of this Contract. Any part of the premiums paid after the Scheduled Due Dates shall be subject to an interest charge at the Prime rate to the date received by Pacific Life.

This contract is delivered in and subject to the laws of the State of California.

Chairman, President and CEO

Secretary

GR-8134-C

01-23

Section 1. Information To Be Furnished

The Contractholder shall furnish all information, such as names, addresses, data, proofs, certificates of birth and death and evidence of survival, which Pacific Life may reasonably require with regard to the happening of any event or the existence of any status affecting or relating to the annuities issued or to be issued hereunder.

Due proof that the Annuitant is living shall, if required by Pacific Life, be furnished to it by the Annuitant before any payment shall be made hereunder.

Section 2. Certificates

Pacific Life shall issue to the Contractholder for delivery to each person for whom an annuity is provided pursuant to this contract, a certificate summarizing the principal provisions of such annuity. Such certificate holders shall be the owners of their annuity certificates (also sometimes called "the Contract" in the Rider attached hereto) as well as being the Annuitant and Measuring Life under their respective annuity certificate.

Section 3. Amendments

This contract may be amended or modified, with respect to any provision, at any time, and from time to time, by written agreement between the Contractholder and Pacific Life without the consent of any other person. No agent has authority to change this contract or to waive any of its provisions.

Section 4. Assignment of Benefits

The benefits, or any part thereof payable under this contract, shall not be subject to alienation, anticipation, assignment or encumbrance by any Annuitant or beneficiary entitled thereto, and, to the extent permitted by law, shall not be subject to any debts, contracts or engagements of any Annuitant or beneficiary, or to any judicial process to levy upon or to attach the same. The preceding sentence shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to an Annuitant pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code.

Section 5. Data Changes After Issue

The attached Schedules were prepared by Pacific Life from data listings which have been furnished by or on behalf of the Contractholder in substantial fulfillment of the requirements of Section 1.

Pacific Life shall be liable for its errors and omissions in the preparation of the attached Schedules from the data listings furnished by or on behalf of the Contractholder, including, without limitation, errors and omissions in the inclusion or exclusion of any particular Annuitants with respect to any such Schedule.

The Contractholder shall be liable for its errors and omissions in the preparation of the aforementioned data listings furnished to Pacific Life by or on behalf of the Contractholder. Pacific Life shall calculate the cost of any data changes, and charge the Contractholder for any increase in liability or reimburse the Contractholder for any decrease in liability. The calculation of the cost shall be based on current market rates of interest in effect at the time of the discovery of the error or omission, and may include an administrative expense for processing such calculation and data change.

Section 6. Premium Payments

The Contractholder agrees to make the premium payments as shown in Schedule II. In the event a premium is not paid, the annuity amounts for the Annuitants in Schedule I shall be reduced as follows:

1. The same rates used to purchase the original annuities shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a \$300 per annuity recalculation charge.
2. The annuity amounts determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury note with a maturity closest to 10 years at the time of purchase, "T", at the time of recalculation is greater than 3.52%. The reduction percentage under this part shall equal 5 times the amount by which T exceeds 3.52%, that is $5 \times (T - 3.52\%)$.

Section 7. Nonparticipation

This contract shall not participate in any divisible surplus of Pacific Life.

Section 8. Entire Contract

This contract, the attached Schedules and Rider, and application constitute the entire contract. Statements made in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void this contract unless it is contained in the application, signed by the Contractholder, a copy of which is attached to this contract when issued.

Section 9. Termination of Contract

This contract shall terminate and cease to be of any further force or effect as of the date no further Annuity Payments are payable under the Contract and no Annuitant shall have any right to receive any further payments from Pacific Life.

PACIFIC LIFE'S OBLIGATIONS UNDER GROUP ANNUITY CONTRACT G-27713.52 AND THE ANNUITY CERTIFICATES BECAME EFFECTIVE AUGUST 01, 2023. PACIFIC LIFE SHALL NOT MAKE ANY BENEFIT PAYMENTS DUE FOR ANY PERIOD PRIOR TO AUGUST 01, 2023.

SCHEDULE II
PREMIUM PAYMENT SCHEDULE

G-27713.52.0001:

<u>Amount of Premium</u>	<u>Due Date</u>
\$791,765.11	July 28, 2023
\$791,765.11	July 19, 2024
\$791,765.11	July 18, 2025
\$791,765.11	July 20, 2026
\$791,765.11	July 20, 2027


PACIFIC LIFE

Pacific Life Insurance Company
 700 Newport Center Drive, Newport Beach, CA
 92660
www.PacificLife.com
 800-800-9534

**Group Annuity Contract
 Application**

CONTRACTHOLDER

Name San Ysidro School District		Contract Number G-27713.52	
Mailing Address 4350 OTAY MESA RD	City, State, ZIP SAN DIEGO, CA 92173-1617		TIN 95-6002821
Street Address (<i>if different than mailing address</i>)	City, State, ZIP		Telephone No.:

Application is hereby made to Pacific Life Insurance Company by the Contractholder at the address above, for the Group Annuity Contract listed above, which is attached to this Application. The terms of the attached Contract are approved and its terms accepted.

It is agreed that this Application supersedes any previous application for the Contract.

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Contractholder Signature	Date (<i>mo/day/yr</i>)	Signed at: City, State San Ysidro, CA
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PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
(833) 702-1617

403(b) TAX-SHELTERED ANNUITY ("TSA") RIDER

This rider is a part of the contract, policy or certificate to which it is attached (the Contract) by Pacific Life Insurance Company (Pacific Life). The Contract is hereby modified as specified below to qualify as a Tax-Sheltered Annuity (TSA) under Code Section 403(b) that does not contain any designated Roth Contribution (see Definitions below).

The provisions of this rider shall control to the extent that they are in conflict with those of the Contract. However, the provisions of any TSA Plan that govern the Contract shall control to the extent that they conflict with those of this rider (or the Contract, e.g., when compared to Sections B.3-B.9 below) and such an override would not result in such TSA Plan or the Contract losing its tax-qualified status. Unless expressly stated, the modifications to the Contract under this rider do not remove any non-tax restriction or limitation in the Contract on distributions, contributions, withdrawals or loans, or grant any additional contractual rights not granted by any other section of the Contract, if such a modification or grant is not required to maintain the favorable tax treatment of the Contract (or any distribution thereunder) as a TSA under the Code; provided further, in no case may the terms of the TSA Plan expand the terms of the Contract or impose any responsibilities or duties on Pacific Life not specifically set forth in the Contract or this rider.

Pacific Life may rely on the Eligible Employer that is the sponsor of such TSA Plan (or a representative thereof) for representations regarding the applicable provisions of such TSA Plan, any delegation of authority or responsibility thereunder by the Eligible Employer, or any instruction or information that Pacific Life deems necessary, or is provided to Pacific Life, to process any request under this rider or otherwise to carry out the terms of the Contract. The Eligible Employer is responsible for sharing with Pacific Life information that is necessary for Pacific Life to administer the Contract in accordance with the terms of the TSA Plan and the Code, including information necessary for Pacific Life to satisfy any withholding or information reporting obligations that Pacific Life may have under the Code with respect to the Contract. Pacific Life shall rely upon the Eligible Employer's instructions in permitting Contributions to, permitting exchanges, and making distributions from the Contract in accordance with the terms of the TSA Plan. In the absence of representations, instructions or information from the Eligible Employer (in the form and manner required by Pacific Life) that Pacific Life deems necessary to administer the Contract in conformity with the TSA Plan and the Code, Pacific Life will administer the Contract in the manner Pacific Life deems appropriate to comply with the requirements of Code Section 403(b). Except to the extent otherwise provided by law or agreed to between Pacific Life and the Eligible Employer, Pacific Life shall share with the Eligible Employer information regarding the Contract that the Eligible Employer reasonably requests for purposes of ensuring adherence to the terms of the TSA Plan.

A. Definitions

Annuitant - The individual named as a measuring life for periodic annuity payments under the Contract.

Annuity Start Date - The first day of the first period for which an amount is received as an annuity under the Contract, as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

Applicable Designation Date - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

Code - The Internal Revenue Code of 1986, as amended.

Contract - The attached contract, policy or certificate issued by Pacific Life as a TSA.

Contributions - The purchase payments, premiums, rollovers or other contributions received by Pacific Life under the Contract.

Designated Beneficiary - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

Distribution Year - The calendar year for which an RMD is required. The First Distribution Year is the calendar year in which the Owner attains their RMD Age or, where applicable under Reg. § 1.401(a)(9)-5, the calendar year in which the Owner retires or the calendar year next following the Owner's Year of Death. Each subsequent calendar year is also a Distribution Year.

Elective Deferral - An elective deferral under Reg. § 1.403(b)-2(b)(7) and Reg. § 1.402(g)(3)-1.

Eligible Designated Beneficiary (EDB)— Any Designated Beneficiary who is:

1. the Surviving Spouse of the Owner,
2. a child of the Owner who has not reached the age of majority (within the meaning of Code Section 401(a)(9)(F)),
3. disabled (within the meaning of Code Section 72(m)(7),
4. a chronically ill individual (within the meaning of Code Section 7702B(c)(2), except that the requirements of subparagraph (A)(i) thereof shall be treated as met only if there is a certification that, as of such date, the period of inability described in such subparagraph with respect to the individual is an indefinite one with is reasonably expected to be lengthy in nature), or
5. an individual not described in any of the preceding clauses who is not more than 10 years younger than the Owner.

Except to the extent that applicable federal tax law permits otherwise, the determination of whether a Designated Beneficiary is an EDB shall be made as of the date of death of the Owner.

A child shall cease to be an EDB as of the date the child reaches age 21 and any remainder of the Owner's interest shall be distributed within 10 years of such date.

EDB Election Date - The date that is 30 days prior to the EDB Required Beginning Date.

EDB Required Beginning Date - December 31 of the calendar year next following the Owner's Year of Death.

Eligible Employer - An employer that is eligible to sponsor a TSA under applicable Regulations interpreting Code Section 403(b), e.g., Reg. § 1.403(b)-2(b)(8).

ERISA - Employee Retirement Income Security Act of 1974, as amended.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Notice Date - The day on which Pacific Life receives, in a form satisfactory to Pacific Life, proof of death and instructions satisfactory to Pacific Life regarding payment of death benefit proceeds.

Owner or You - The Owner of the Contract.

Owner's Election Date - December 1 immediately preceding the Required Beginning Date.

Owner's Year of Death - The calendar year in which the Owner dies.

Primary Annuitant - The individual defined in Section D.1(c)(i) below.

QDRO - A qualified domestic relations order under Code Section 414(p).

Qualified J&S Election - An election under the survivor benefit rules that is described in Section B.6 below.

Qualified Plan - A tax-qualified retirement plan or arrangement under Code Section 401, 403 or 457.

Qualifying Distribution Period – A period of time defined in Section D.1(b)(i) below.

Regulation or Reg. - A regulation issued or proposed pursuant to the Code.

Required Beginning Date - April 1 of the calendar year following the calendar year in which the Owner reaches their RMD Age, or if later and appropriately allowed by the TSA Plan, April 1 of the calendar year following the calendar year in which the Owner retires from employment with the Eligible Employer maintaining the TSA Plan. If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, then the Annuity Start Date shall be treated as the Required Beginning Date.

Required Minimum Distributions (RMD) - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

RMD Age - Age 70 ½ for individuals born on or before June 30, 1949. Age 72 for individuals born on or after July 1, 1949 and prior to 1951. Age 73 for individuals born after 1950 and prior to 1960. Age 75 for individuals born in 1960 or later.

Roth Contribution - A contribution that is a designated Roth contribution under Reg. § 1.403(b)-3(c).

Separate Share - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8. A Separate Share shall be treated as a separate contract for RMD purposes and Sections B.8 and B.9 below.

Severance from Employment – Ceasing to be employed by the Eligible Employer that maintains the governing TSA Plan, as defined in Reg. § 1.403(b)-2(b)(19).

Spouse - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8

Surviving Spouse - The surviving Spouse of a deceased Owner.

TSA - A tax-sheltered annuity contract under Code Section 403(b), including a custodial account, a retirement account or a life insurance contract that is treated as such an annuity contract under Code Section 403(b)(7) or 403(b)(9) or Reg. § 1.403(b)-2(b)(2).

TSA Plan - The Qualified Plan with terms that govern the Contract as a TSA under Code Section 403(b).

B. Tax-Sheltered Annuity Provisions

The Contract is subject to the requirements of Code Section 403(b) and the Regulations relating thereto, and therefore includes the following provisions:

1. Contract Purchased under a TSA Plan with Nonforfeitable Benefits. The Contract must be purchased under a TSA Plan. Pursuant to Reg. § 1.403(b)-3(a)(1), the Contract may not be purchased under a plan qualifying under Code Section 401(a) or 403(a) or an eligible governmental plan under Code Section 457(b). The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the benefit of such Owner and his or her beneficiaries.
2. Contract Benefits Not Transferable. No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person other than Pacific Life, except as permitted by (a) a federal tax lien, (b) an order under Code Section 401(a)(13)(C), or (c) Reg. § 1.403(b)-10(b) or (c) (e.g., in the case of a transfer or distribution pursuant to a QDRO, an intra-plan exchange or plan-to-plan transfer described in Section B.11 below, or a direct transfer to a governmental defined benefit plan pursuant to Code Section 403(b)(13) that is described in Section B.4(c) below).
3. Contributions. Except in the case of a rollover contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), Contributions must be made by the Owner or the Eligible Employer maintaining the TSA Plan or by means of an intra-plan exchange or plan-to-plan transfer described in Section B.11 below. All Contributions must be made in cash. If the Owner dies before the entire interest under the Contract has been distributed, additional Contributions shall not be allowed into the Contract to the extent prohibited by published IRS guidance, e.g., excluding (and allowing in) any rollover or transfer that qualifies under Reg. § 1.403(b)-10(d). Contributions to the Contract shall be transferred to Pacific Life within a reasonable period, within the meaning of Reg. § 1.403(b)-8(b), and an Elective Deferral may be contributed up to 15 business days following the month in which such an amount would otherwise have been paid to the Owner. If the Contract is maintained pursuant to a TSA Plan, the Eligible Employer shall have the sole responsibility for determining whether any Contribution satisfies the applicable income tax requirements; otherwise, the Owner shall have such sole responsibility.
 - (a) Elective Deferrals and Their Limits. Pursuant to Code Sections 403(b)(1)(E) and 401(a)(30) and Reg. § 1.403(b)-3(a)(4) and -4(c), any Elective Deferrals (including those contributed to the Contract and any other Elective Deferrals for the Owner under the TSA Plan and under all other plans, contracts and arrangements that are referred to in Reg. § 1.403(b)-3(a)(4) and maintained by the Eligible Employer that maintains the TSA Plan), may not exceed the limits of Code Section 402(g), except as permitted by Code Section 414(u) (for certain veterans' rights) or by Code Section 414(v) (for a participant age 50 or over by end of the participant's tax year). If Elective Deferrals exceed this limit, Pacific Life may distribute amounts equal to such excess (including any income allocable thereto) to the Owner as permitted by Reg. § 1.403(b)-4(f)(4). If not so distributed, such excess amounts (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). Contributions of Elective Deferrals into the Contract may be suspended for a period of up to six months after an Owner receives a hardship distribution allowable under Reg. § 1.403(b)-6(d).
 - (b) Combined Contributions and Their Limits. Pursuant to Code Sections 403(b)(1) and 415(a)(2) and Reg. § 1.403(b)-3(a)(9) and -4(b), total Contributions into the Contract (including Elective Deferrals) may not exceed certain limits under Code Section 415. Any

Elective Deferrals or other Contributions that exceed any applicable limits may not be excludable from gross income. Such excess Contributions (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). The Code Section 415 limits do not apply in the case of a rollover contribution under Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), a nontaxable transfer from another contract qualifying under Code Section 403(b) or from a custodial account qualifying under Code Section 403(b)(7), or any Contribution allowed by Code Section 414(u).

- (c) Separate Accounting. Pursuant to Reg. § 1.403(b)-3(b)(2) and -6(d)(3), separate accounting shall be maintained under the Contract for: (i) any Elective Deferrals; (ii) any after-tax employee contributions; (iii) any other amounts that are transferred into the Contract from any Code Section 403(b)(7) custodial account, (iv) any undistributed excess contributions or RMD(s); (v) any eligible rollover distribution accepted into the Contract pursuant to Reg. § 1.403(b)-10(d); (vi) any unvested contributions pursuant to Reg. § 1.403(b)-3(d)(2)(ii); (vii) any contributions eligible for permissive withdrawal under Code Section 414(w)(2); and (viii) other Contributions and amounts added to the Contract values. Separate accounting maintained under the Contract shall include any amounts for earnings, gains or losses with respect to each of the above separately accounted-for categories.
- (d) Other Contribution Provisions. Contributions by an Eligible Employer for an Owner who is a former employee thereof shall be accepted under this Contract (i) for a period of five tax years following the tax year in which the employee was terminated by the Eligible Employer in accordance with the Reg. § 1.403(b)-4(d), (ii) pursuant to Reg. § 1.415(c)-2(e)(3)(i) relating to certain compensation paid by the later of 2½ months after Severance from Employment or the end of the limitation year that includes the date of Severance from Employment, or (iii) that are attributable to compensation described in Reg. § 1.415(c)-2(e)(4), § 1.415(c)-2(g)(4) or § 1.415(c)-2(g)(7) relating to compensation paid to participants who are permanently and totally disabled, or (iv) relating to qualified military service under Code Section 414(u).

4. Distribution Restrictions.

- (a) Distribution of Elective Deferrals. Pursuant to Code Section 403(b)(11) and Reg. § 1.403(b)-6, distributions (other than to correct excess Contributions, or upon termination of the TSA Plan) that are attributable to Elective Deferrals may be made only when the Owner attains age 59½, has a Severance from Employment, dies, becomes disabled (within the meaning of Code Section 72(m)(7)), incurs a hardship, is eligible for a qualified reservist distribution to which Code Section 72(t)(2)(G) applies, or is eligible for permissive withdrawal under Code Section 414(w)(2). Any such distribution made due to a hardship is limited to the Owner's Elective Deferrals (excluding any income thereon) reduced by the aggregate prior distributions to the Owner from the Contract.
- (b) Other Distributions Not Attributable to Elective Deferrals. Other distributions not attributable to Elective Deferrals but attributable to other amounts that have been held in a Code Section 403(b)(7) custodial account are generally subject to corresponding restrictions, except that no distribution for hardship is allowable under Reg. § 1.403(b)-6(c). Otherwise, distributions from the Contract generally are not permitted prior to the Owner's Severance from Employment or some other event allowed by Reg. § 1.403(b)-6(b), except to the extent that such a distribution is attributable to either (i) after-tax employee contributions or earnings thereon, or (ii) amounts separately accounted for an eligible rollover distribution pursuant to Reg. § 1.403(b)-6(i) and -10(d).
- (c) Purchase of Permissive Service Credit. Pursuant to Code Section 403(b)(13), any amounts held under this Contract may be transferred at the Owner's direction in a direct transfer from the Contract to a defined benefit governmental plan under Code Section 414(d) in accordance with Reg. § 1.403(b)-10(b)(4).

- (d) Certain Mandatory Distributions. Pursuant to Code Sections 403(b)(10) and 401(a)(31)(B), if the distributee of any mandatory distribution that is described in Code Section 401(a)(31)(B)(ii) and that exceeds \$1,000 does not elect to have such distribution paid either to such distributee or in a direct transfer to an eligible retirement plan pursuant to Code Section 401(a)(31)(A), such distribution shall be paid in a direct transfer to an individual retirement plan designated by the Eligible Employer sponsoring the governing TSA Plan (or by another fiduciary thereunder), and the distributee shall be notified in writing about such transfer and that such distribution may be transferred to another individual retirement plan, in accordance with Code Section 401(a)(31) and Reg. § 1.403(b)-7(b)(5) (and to the extent required thereby).
5. Rollover Distributions. Despite any provision of a governing TSA Plan to the contrary that would otherwise limit a distributee's election under this Section B.5, pursuant to Code Sections 403(b)(10) and 401(a)(31) and Reg. § 1.403(b)-7(b) a distributee may elect, at the time and in the manner prescribed by Pacific Life (and, where applicable, by the Eligible Employer), to have any portion of an eligible rollover distribution (within the meaning of Code Section 402(f)(2)(A)) paid directly to an eligible retirement plan described in Code Section 401(a)(31)(E) that is specified by the distributee, by means of a direct transfer or direct rollover. Pacific Life may establish reasonable administration rules applicable to such direct rollovers or direct transfers.
6. Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d) (e.g., where the TSA Plan is subject to ERISA Title I section 205), if the Owner is married at the Annuity Start Date, payments shall be made in the form of a Joint and 50% Survivor Annuity, with the Owner's Spouse as the Joint Annuitant, unless an optional form of benefit is selected in accordance with this Section B.6. Under this Joint and 50% Survivor Annuity form, payments shall be made during the lifetime of the Owner and, following the Owner's death, payments equal to 50% of the joint payment amount shall continue to such Spouse for life. In addition, the benefits under such a Contract are provided in accordance with the applicable consent, present value and other requirements of Code Sections 401(a)(11) and 417 and Reg. § 1.417(e)-1(e) and the rules in Reg. § 1.401(a)-20, Q&A-25 (for participants who are unmarried or who have a change in marital status and for surviving spouses).
- (a) The Owner may choose (without the consent of any other person) an alternative amount of the payment continuing to the Surviving Spouse from the joint and survivor annuity options available under the Contract, provided that the amount of each payment to the Surviving Spouse under such option shall be not less than 50%, nor greater than 100%, of the periodic annuity benefit amount paid to the Owner, in accordance with Code Section 417(b).
- (b) In addition to the joint and survivor annuity options described in Section B.6(a) above, as of the Annuity Start Date the Owner can elect any other optional form of payment that is available under the Contract, provided that both of the following conditions are satisfied:
- (i) In accordance with Code Section 417 and Reg. § 1.401(a)-20, Q&A-31, the Owner files a Qualified J&S Election with Pacific Life within the 180-day period ending on such date, as follows (after receiving a written explanation thereof, including the revocability of such an election during such period, from a Qualified Plan representative):
- (1) In the case of an Owner who is married at the time of election, a Qualified J&S Election is made by (A) a written statement by the Owner waiving the joint and survivor annuity options described above in this Section B.6 and specifying the form of benefit and the beneficiary designation(s) desired, and (B) a written statement from the Owner's Spouse consenting to such election. Neither the form of benefit nor any beneficiary designation selected in such a Qualified J&S Election can be changed without spousal consent, unless such Spouse consents in writing to future designations by the Owner without such spousal consent. Any

such written spousal consent must acknowledge the election's effect and be witnessed by a notary public or Qualified Plan representative. If it is established to the satisfaction of a Qualified Plan representative that such Spouse's consent cannot be obtained because such Spouse cannot be located or because of other circumstances allowed by Regulations, the Owner's election can still be deemed to be a Qualified J&S Election; or

- (2) In the case of an Owner who is not married at the time of election, a Qualified J&S Election is made by a written statement by the Owner to a Qualified Plan representative attesting to the fact that he or she is not married and specifying the optional form of payment and beneficiary designation(s) desired.

- (ii) The option selected satisfies any applicable requirements of Section B.8 below.

7. Survivor Benefits for Plans Subject to Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d), if an Owner is married upon the Owner's death, then the deceased Owner's interest in the Contract is subject to the provisions of the next paragraph (a) (in addition to Section B.9 below), unless such Spouse is deemed to have consented to a less favorable disposition of such interest in accordance with the next paragraph (b).

- (a) The Surviving Spouse shall be treated as the sole beneficiary of the following portion of the deceased Owner's interest in the Contract, and may apply any part (or all) of such beneficial interest to provide an annuity that satisfies any applicable requirements of Section B.9 below and Reg. § 1.401(a)-20 (e.g., Q&A-20 and Q&A-22):

- (i) The Surviving Spouse shall be treated as the sole beneficiary of such Owner's interest in the Contract if no other beneficiary is entitled to any portion of such interest as of such Owner's death, or
- (ii) If some other beneficiary is entitled to any portion of such Owner's interest in the Contract as of such Owner's death, then the Surviving Spouse shall be treated as the sole beneficiary of at least 50% of the nonforfeitable account balance of the Contract as of such Owner's death, in accordance with Code Section 417(c), and all of such Surviving Spouse's beneficial interest shall be treated as a Separate Share.

- (b) The Surviving Spouse shall be deemed to have consented to a less favorable disposition of the deceased Owner's interest in the Contract than that provided under the immediately preceding paragraph (a), if in accordance with Code Section 417(a)(2) either:

- (i) Such Spouse (or such Spouse's legal representative) has consented to such a disposition and acknowledged its effect in a written statement witnessed by a notary public or a Qualified Plan representative, or
- (ii) It is established to the satisfaction of a Qualified Plan representative that such consent cannot be obtained because such Spouse cannot be located or does not exist or because of other circumstances allowed by Regulations.

- (c) Subject to such deemed spousal consent, the Owner may provide for any disposition of such Owner's interest in the Contract that is different from that in the immediately preceding paragraph (a) by a revocable election that (i) specifies the form of benefit and the beneficiary designation(s) desired and (ii) otherwise qualifies under Code Section 417, after receiving a written explanation thereof from a Qualified Plan representative. An Owner that makes such a revocable election also shall have the option of selecting a qualified optional survivor annuity in accordance with Code Section 417(a)(1)(A)(ii).

8. Required Minimum Distributions (RMDs). The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental benefit rules of Code Sections 401(a)(9) and 403(b)(10) and the Regulations relating thereto (e.g., Reg. § 1.403(b)-6), as well as any applicable survivor benefit rules referred to above in Section B.6 or B.7, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions in Part C below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section B.8 shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009 and 2020):

- (a) The entire interest under the Contract shall be distributed:
 - (i) No later than the Required Beginning Date, or
 - (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and an EDB (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and an EDB).
- (b) RMDs shall be made in accordance with the Regulations under Code Section 401(a)(9) and related Code provisions. Accordingly:
 - (i) If the Owner has not elected otherwise in writing to Pacific Life by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the Owner's account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, § 1.403(b)-6(e)(2) and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes -
 - (1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9(c), in accordance with Reg. § 1.401(a)(9)-5, or
 - (2) If the Owner's Spouse is treated as the sole EDB for the Contract (taking Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such Spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9(d).

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. However, the Owner may arrange to have any portion (or all) of such RMD distributed from another TSA owned by such Owner (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7). If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to Pacific Life), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract that qualifies under Code Section 401(a)(9) (and is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above). Such an annuity option

must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:

- (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity option elected during the Owner's lifetime. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6.
 - (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6.
 - (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6.
 - (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6.
- (c) The Owner or any Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this rider and any applicable tax requirements.
- (d) Any current death benefit protection amount (in excess of the current account balance amount), or any disability, health or accident benefit amount, that is provided by the Contract shall not exceed the amount permitted either by the incidental benefit rules in Reg. § 1.403(b)-6(g) or -8(c) or by the TSA Plan.
9. RMDs upon Owner's Death. Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section B.9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section B.9 or Code Section 401(a)(9) shall not be permitted.
- (a) If the Owner dies before the Required Beginning Date
- i. Beneficiary is not a Designated Beneficiary (e.g. the estate or charity): the entire interest in the Contract must be distributed by December 31st of the fifth calendar year following the Owner's year of death (the "5-Year Rule").
 - ii. Beneficiary is a Designated Beneficiary, but not an EDB: the entire interest in the Contract must be distributed by December 31st of the tenth calendar year following the Owner's year of death (the "10-Year Rule").
 - iii. Beneficiary is an EDB: an EDB has the option to either elect the 10-Year Rule or to receive distributions over the life or Life Expectancy of such EDB with distributions commencing no later than the EDB Required Beginning Date. If, however, the Contract has more than one EDB (taking any Separate Shares into account) then the maximum distribution period is determined solely by reference to the EDB with the shortest Life Expectancy, subject to certain limitations. The EDB's Life Expectancy is reduced by one for each subsequent year, however, all amounts must be distributed by the end of the year containing the tenth anniversary of the **EDB's** death.
 1. The election to use the 10-Year Rule or to receive distributions over life or Life Expectancy, must be irrevocably made in writing and received by the Company by the EDB Election Date.

2. If the EDB is a minor child of the Owner, all amounts must be fully distributed by the earlier of (1) the end of the year the child reaches age 31 (i.e. 10 years after reaching age 21) or (2) the end of the year containing the tenth anniversary of the EDB's death.
- iv. Surviving Spouse is sole EDB: in addition to the options available other EDBs, a Surviving Spouse who is the sole EDB (taking any Separate Shares into account) and who has not filed an irrevocable election to treat the Contract as their own, may delay taking RMDs until December 31st of the year the deceased Owner would have attained their RMD Age ("Spousal Delay Rule"). In addition, if the Surviving Spouse dies prior to the commencement of RMDs, the appropriate method for calculating RMDs to the Surviving Spouse's beneficiary (i.e. the 5-Year Rule, 10-Year Rule, or life expectancy rules) will be determined by treating the Surviving Spouse as the Owner. For this purpose, distributions are considered to commence on the date distributions are required to begin to the Surviving Spouse. However, if distributions have previously started on an irrevocable basis (except for acceleration) in the form of annuity payments meeting the requirements of Reg §1.401(a)(9)-6, then required distributions are considered to commence on the Annuity Start Date. For calculating the RMDs during the Surviving Spouse's lifetime, the Spouse may elect to use the Uniform Lifetime Table or the Single Life Table. If the Single Life Expectancy Table is chosen, the Surviving Spouse's Life Expectancy is recalculated annual through the year of the Surviving Spouse's death.
 1. The Surviving Spouse's election to use the 10-Year Rule, the Spousal Delay Rule, or to receive distributions over their life or life expectancy, must be irrevocably made in writing and received by the Company by the EDB Election Date. If no election is made, it will be assumed that the Surviving Spouse has elected the Spousal Delay.

(b) If the Owner dies after the Required Beginning Date

- i. Beneficiary is not a Designated Beneficiary (e.g. the estate or charity): generally the remaining interest in the Contract must be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death. RMDs would be calculated using the Owner's remaining Life Expectancy, reduced by one for each subsequent year.
- ii. Beneficiary is a Designated Beneficiary, but not an EDB: the entire interest in the Contract must be distributed in accordance with the 10-Year Rule. Additionally, IRS and Treasury have issued proposed Regulations (Prop. Reg. Section 1.401(a)(9)-5), that if made final, would require distributions to be made during this 10 year period at least as rapidly as under the method of distribution being used as of the Owner's date of death. RMDs would be calculated using the longer of the deceased Owner's remaining Life Expectancy or the Designated Beneficiary's Life Expectancy, reduced by one for each subsequent year, however, all amounts must be fully distributed by the end of the year containing the tenth anniversary of the **Owner's** death.
- iii. Beneficiary is an EDB: the entire interest in the Contract must be distributed over the longer of the deceased Owner's Life Expectancy or the EDB's Life Expectancy, reduced by one for each subsequent year, however all amounts must be fully distributed by the end of the year containing the tenth anniversary of the EDB's death.
 1. If the EBD is a minor child of the Owner, the EDB's Life Expectancy will always be longer. All amounts must be fully distributed by the earlier of (1) the end of the year the child reaches age 31 (i.e. 10 years after reaching age 21, or (2) the end of the year containing the tenth anniversary of the EDB's death.

- iv. Surviving Spouse is EDB: beginning after 2023, a Surviving Spouse who is the sole EDB, and who has not filed an irrevocable election to treat the Contract as their own, may elect to have their Life Expectancy determined under the Uniform Lifetime Table rather than the Single Life Expectancy Table, however, all amounts must be fully distributed by the end of the year containing the tenth anniversary of the Surviving Spouse's death.

 - (c) An EDB may arrange to have any portion (or all) of any RMD that is distributable with respect to such EDB's interest in the Contract distributed from another TSA formerly owned by the deceased Owner for which such Eligible Designated Beneficiary is also a beneficiary (rather than from the Contract) in accordance with Reg. § 1.403(b)(6)(e)(7).

 - (d) The EDB may make an irrevocable election in writing with Pacific Life by the EDB Election Date (or later under the Spousal Delay Rule in 9.(a)(iv) if the beneficiary is the Surviving Spouse) to have such EDB's entire interest under the Contract distributed under another method available under the Contract that qualified under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6.

 - (e) After annuity payments commence to the Owner or a beneficiary, annuity payments may need to be modified as necessary to comply with this paragraph 9.

 - (f) Except as otherwise provide under applicable federal law –
 - i. This paragraph 9(a) applies to distributions with respect to an Owner who dies after December 31, 2019, and

 - ii. If the Owner dies before January 1, 2020, and such Owner's Designated Beneficiary dies after such date, the entire remaining interest in the Contract shall be distributed by the end of the calendar year containing the tenth anniversary of such Designated Beneficiary's death.

 - (g) If the Owner and the Designated Beneficiary both died before January 1, 2020, unless otherwise provided under applicable federal tax law, the remaining interest will be distributed as required by Code Section 401(a)(9) and the Regulations thereunder, as in effect prior to amendment by section 401 of Division O of the Further Consolidated Appropriations act, 2020, Pub. L. No. 116-94, the provisions of which are incorporated herein by reference.

 - (h) Life Expectancy is determined using the Single Life Table in Reg. § 1.401(a)(9)-9(b) unless otherwise indicated, such as in the case of a Surviving Spouse. Notwithstanding anything to the contrary, if distributions are being made in the form of annuity payments, Life Expectancy will not be recalculated.

 - (i)

 - (j) Unless the Owner has provided to the contrary in writing to Pacific Life (e.g., by selecting an annuity option that is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to Pacific Life, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5.
10. Annual Reports. Pacific Life shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

11. Tax-Free Exchanges. Tax-free exchanges within the Section 403(b) Plan and plan-to-plan transfers involving the Contract shall be allowed prior to the Annuity Start Date, to the extent permitted by Reg. § 1.403(b)-10(b).

C. Tax Qualification and ERISA Provisions

This rider is intended to qualify the Contract as a TSA under Code Section 403(b) for federal tax purposes, and to satisfy the applicable requirements of Code Section 403(b) and any Regulations relating thereto. To achieve these purposes, the provisions of this rider and the Contract (including any other endorsement or rider that does not specifically override these tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract is subject to separate accounting rules, subdivision or severance to maintain such a tax qualification of the Contract to the maximum extent possible, e.g., under Reg. § 1.403(b)-3(b)(2), -3(d), -4(f), -6 or -10(d). Pacific Life reserves the right to amend this rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). Pacific Life also reserves the right to amend this Contract from time to time in order to meet any requirements that may apply to it under ERISA. Pacific Life will send you a copy of any such amendment.

D. Tax Treatment and Provisions for Any Nonqualified Portion

To the extent that (and so long as) any portion (or all) of the Contract is finally determined by the appropriate authorities or parties to the Contract to not qualify as part of a TSA arrangement, such portion nevertheless shall be treated as a separate contract that qualifies as an annuity contract for federal tax purposes, and shall be subject to the provisions of this Part D, except to the extent that any of these Part D provisions are specifically overridden by some other endorsement or rider to the Contract. Absent such an override, any such separate annuity contract shall be subject to the following provisions in this Part D to maintain its annuity tax qualification:

1. Required Distributions Before or After the Annuity Start Date

- (a) Death of Owner or Primary Annuitant or Change of Primary Annuitant. Subject to the alternative election, spouse beneficiary and interpretative provisions in subsection (b) or (c) immediately below, or in the tax qualification provisions in Section D.2 below,
- (i) If any Owner dies on or after the Annuity Start Date and before the entire interest in this Contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;
 - (ii) If any Owner dies before the Annuity Start Date, the entire interest in this Contract shall be distributed within 5 years after such death;
 - (iii) If the Owner is not an individual, then for purposes of the immediately preceding subparagraph (i) or (ii), (1) the Primary Annuitant (see subparagraph (c)(i) below) under this contract shall be treated as the Owner, and (2) any change in the Primary Annuitant allowed by this Contract shall be treated as the death of the Owner; and
 - (iv) Any postponement of the Annuity Start Date, if allowed by this Contract, may not be postponed beyond the Primary Annuitant's attaining age 95, without Pacific Life's written consent.

- (b) Alternative Election and Spousal Beneficiary Provisions That Satisfy Distribution Requirements. Subject to any restrictions imposed by any Regulations or other published guidance from the IRS interpreting Code Section 72(s):
- (i) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of an individual designated as a beneficiary by an Owner, and such beneficiary elects after such death to have such portion distributed over a Qualifying Distribution Period (described herein) that is allowed by this contract upon such death, then for purposes of satisfying the requirements of subparagraph (a)(i) or (a)(ii) immediately above, such portion shall be treated as distributed entirely on the date such periodic distributions begin. A Qualifying Distribution Period is a period that (1) does not extend beyond such beneficiary's life (or life expectancy) and (2) starts within one year after such death.
 - (ii) Such a Designated Beneficiary includes any individual joint Owner or successor Owner who becomes entitled to any portion of such an interest upon an Owner's death, or any other individual who controls the use of the cash value of such a portion upon an Owner's death. Any Designated Beneficiary may elect any settlement or other distribution option that is allowed by this Contract upon an Owner's death if the option is for a Qualifying Distribution Period. In determining which distribution options can qualify for such a Qualifying Distribution Period, Pacific Life may treat any Contract amount that is payable upon an Owner's death to a trust (or other entity) for the benefit of an individual beneficiary as an interest (or portion thereof) that is payable for the benefit of such a Designated Beneficiary under this subsection (b), where such individual beneficiary certifies to Pacific Life that he or she (1) is treated as the tax owner of such a trust amount for federal income tax purposes (e.g., under Code Sections 671-678) and (2) can compel its distribution to himself or herself from such trust.
 - (iii) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of such Owner's Surviving Spouse (e.g., as a result of such Spouse being a joint Owner), then such Spouse shall be treated as the Owner with respect to such portion for purposes of the requirements of subsection (a). Where such Spouse is the sole Designated Beneficiary of this Contract upon such Owner's death, such Spouse may elect to continue this Contract as the Owner, and Pacific Life may treat such Spouse as the Annuitant if such deceased Owner was the Annuitant and no other surviving Annuitant has been designated.
- (c) Interpretative Provisions. Subject to any contrary provisions in any Regulations or other published guidance from the IRS interpreting Code Section 72(s):
- (i) The Primary Annuitant means the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the contract, as defined in Code Section 72(s)(6)(B) (and any Regulations relating thereto).
 - (ii) Pacific Life will treat any holder of the Contract as its Owner for purposes of subsection (a) or (b) immediately above where necessary or appropriate.
2. Tax Qualification. This Contract is intended to qualify as an annuity contract for federal income tax purposes and to satisfy the applicable requirements of Code Section 72(s). To achieve these purposes, the provisions of this Contract (including this rider and any other endorsement or rider to the Contract that does not specifically override these Section 72(s) tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under this Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations. Pacific Life reserves the right to amend this rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to

maintain such a tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). Pacific Life will send you a copy of any such amendment.

E. Termination of Rider

This rider will end on the earlier of the following:

1. When Pacific Life receive a request to terminate this rider that is in a form satisfactory to Pacific Life, or
2. When the Contract terminates.

All other terms and conditions of the Contract remain unchanged.

A handwritten signature in black ink, appearing to be a stylized 'A' followed by a horizontal line and a small flourish.

Secretary

**Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, California 92660
Contract Owners: 1-800-800-9534**

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**
80% of death benefits but not to exceed \$300,000
80% of cash surrender or withdrawal values but not to exceed \$100,000
- **Annuities and Structured Settlement Annuities**
80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660

IMPORTANT NOTICE

WE ARE REQUIRED BY STATE LAW TO PROVIDE YOU WITH THE FOLLOWING INFORMATION.

AT PACIFIC LIFE, WE ALWAYS STRIVE TO PROVIDE OUR POLICYOWNERS WITH THE BEST PRODUCTS AND SERVICES. SHOULD YOU HAVE A PROBLEM, YOUR LOCAL AGENT AND AGENCY WILL BE GLAD TO HELP YOU.

HOWEVER, YOU MAY ALSO CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE IF THE CONTACTS BETWEEN YOU AND OUR COMPANY OR OUR AGENT HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM.

**PACIFIC LIFE INSURANCE COMPANY
P.O. BOX 2378
OMAHA, NEBRASKA 68103-2378**

**TOLL-FREE NUMBER: (between 5:30 a.m. and 2:00 p.m., Pacific Time)
1-800-800-9534**

OR

**CALIFORNIA DEPARTMENT OF INSURANCE
CONSUMER SERVICES DIVISION
300 SOUTH SPRING STREET, SOUTH TOWER
LOS ANGELES, CA 90013**

CALIFORNIA ONLY (800) 927-4357 (HELP)

**CALIFORNIA DEPARTMENT OF INSURANCE CONSUMER SERVICES DIVISION
WEBSITE:**

<http://www.insurance.ca.gov/0500-about-us/02-department/01-csmcb/consumer-services.cfm>



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
(800) 800-9534

GROUP TAX SHELTERED (403(b)) ANNUITY CONTRACT

G-27713.04

This contract, as agreed to on January 24, 2023, is between PACIFIC LIFE INSURANCE COMPANY, ("Pacific Life"), a stock life insurance company, and

San Ysidro School District
(Contractholder)

Pacific Life agrees to pay Annuity Payments to Annuitants, as hereinafter described, subject to all the terms and conditions appearing on this and the following pages, attached Schedules and Rider, which are hereby made a part of this contract.

This contract is issued in consideration of the Application of the Contractholder, a copy of which is attached to and made a part of this contract, and the payment by the Contractholder to Pacific Life of premiums made pursuant to this Contract, as set forth in Schedule II of this Contract. Any part of the premiums paid after the Scheduled Due Dates shall be subject to an interest charge at the Prime rate to the date received by Pacific Life.

This contract is delivered in and subject to the laws of the State of California.

Chairman, President and CEO

Secretary

GR-8134-C

01-23

Section 1. Information To Be Furnished

The Contractholder shall furnish all information, such as names, addresses, data, proofs, certificates of birth and death and evidence of survival, which Pacific Life may reasonably require with regard to the happening of any event or the existence of any status affecting or relating to the annuities issued or to be issued hereunder.

Due proof that the Annuitant is living shall, if required by Pacific Life, be furnished to it by the Annuitant before any payment shall be made hereunder.

Section 2. Certificates

Pacific Life shall issue to the Contractholder for delivery to each person for whom an annuity is provided pursuant to this contract, a certificate summarizing the principal provisions of such annuity. Such certificate holders shall be the owners of their annuity certificates (also sometimes called "the Contract" in the Rider attached hereto) as well as being the Annuitant and Measuring Life under their respective annuity certificate.

Section 3. Amendments

This contract may be amended or modified, with respect to any provision, at any time, and from time to time, by written agreement between the Contractholder and Pacific Life without the consent of any other person. No agent has authority to change this contract or to waive any of its provisions.

Section 4. Assignment of Benefits

The benefits, or any part thereof payable under this contract, shall not be subject to alienation, anticipation, assignment or encumbrance by any Annuitant or beneficiary entitled thereto, and, to the extent permitted by law, shall not be subject to any debts, contracts or engagements of any Annuitant or beneficiary, or to any judicial process to levy upon or to attach the same. The preceding sentence shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to an Annuitant pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code.

Section 5. Data Changes After Issue

The attached Schedules were prepared by Pacific Life from data listings which have been furnished by or on behalf of the Contractholder in substantial fulfillment of the requirements of Section 1.

Pacific Life shall be liable for its errors and omissions in the preparation of the attached Schedules from the data listings furnished by or on behalf of the Contractholder, including, without limitation, errors and omissions in the inclusion or exclusion of any particular Annuitants with respect to any such Schedule.

The Contractholder shall be liable for its errors and omissions in the preparation of the aforementioned data listings furnished to Pacific Life by or on behalf of the Contractholder. Pacific Life shall calculate the cost of any data changes, and charge the Contractholder for any increase in liability or reimburse the Contractholder for any decrease in liability. The calculation of the cost shall be based on current market rates of interest in effect at the time of the discovery of the error or omission, and may include an administrative expense for processing such calculation and data change.

Section 6. Premium Payments

The Contractholder agrees to make the premium payments as shown in Schedule II. In the event a premium is not paid, the annuity amounts for the Annuitants in Schedule I shall be reduced as follows:

1. The same rates used to purchase the original annuities shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a \$300 per annuity recalculation charge.
2. The annuity amounts determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury note with a maturity closest to 10 years at the time of purchase, "T", at the time of recalculation is greater than 3.52%. The reduction percentage under this part shall equal 5 times the amount by which T exceeds 3.52%, that is $5 \times (T - 3.52\%)$.

Section 7. Nonparticipation

This contract shall not participate in any divisible surplus of Pacific Life.

Section 8. Entire Contract

This contract, the attached Schedules and Rider, and application constitute the entire contract. Statements made in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void this contract unless it is contained in the application, signed by the Contractholder, a copy of which is attached to this contract when issued.

Section 9. Termination of Contract

This contract shall terminate and cease to be of any further force or effect as of the date no further Annuity Payments are payable under the Contract and no Annuitant shall have any right to receive any further payments from Pacific Life.

PACIFIC LIFE'S OBLIGATIONS UNDER GROUP ANNUITY CONTRACT G-27713.04 AND THE ANNUITY CERTIFICATES BECAME EFFECTIVE AUGUST 01, 2023. PACIFIC LIFE SHALL NOT MAKE ANY BENEFIT PAYMENTS DUE FOR ANY PERIOD PRIOR TO AUGUST 01, 2023.

SCHEDULE II
PREMIUM PAYMENT SCHEDULE

G-27713.04.0001:

<u>Amount of Premium</u>	<u>Due Date</u>
\$40,252.62	July 28, 2023
\$40,252.62	July 19, 2024
\$40,252.62	July 18, 2025
\$40,252.62	July 20, 2026
\$40,252.62	July 20, 2027


PACIFIC LIFE

Pacific Life Insurance Company
 700 Newport Center Drive, Newport Beach, CA 92660
www.PacificLife.com
 (800) 800-9534

**Group Annuity
 Contract Application**

CONTRACTHOLDER

Name San Ysidro School District		Contract Number G-27713.04#	
Mailing Address 4350 OTAY MESA RD	City, State, ZIP SAN DIEGO, CA 92173-1617		TIN 95-6002821
Street Address <i>(if different than mailing address)</i>	City, State, ZIP		Telephone No.:

Application is hereby made to Pacific Life Insurance Company by the Contractholder at the address above, for the Group Annuity Contract listed above, which is attached to this Application. The terms of the attached Contract are approved and its terms accepted.

It is agreed that this Application supersedes any previous application for the Contract.

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Contractholder Signature	Date <i>(mo/day/yr)</i>	Signed at: City, State San Ysidro, CA
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PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
(833) 702-1617

403(b) TAX-SHELTERED ANNUITY ("TSA") RIDER

This rider is a part of the contract, policy or certificate to which it is attached (the Contract) by Pacific Life Insurance Company (Pacific Life). The Contract is hereby modified as specified below to qualify as a Tax-Sheltered Annuity (TSA) under Code Section 403(b) that does not contain any designated Roth Contribution (see Definitions below).

The provisions of this rider shall control to the extent that they are in conflict with those of the Contract. However, the provisions of any TSA Plan that govern the Contract shall control to the extent that they conflict with those of this rider (or the Contract, e.g., when compared to Sections B.3-B.9 below) and such an override would not result in such TSA Plan or the Contract losing its tax-qualified status. Unless expressly stated, the modifications to the Contract under this rider do not remove any non-tax restriction or limitation in the Contract on distributions, contributions, withdrawals or loans, or grant any additional contractual rights not granted by any other section of the Contract, if such a modification or grant is not required to maintain the favorable tax treatment of the Contract (or any distribution thereunder) as a TSA under the Code; provided further, in no case may the terms of the TSA Plan expand the terms of the Contract or impose any responsibilities or duties on Pacific Life not specifically set forth in the Contract or this rider.

Pacific Life may rely on the Eligible Employer that is the sponsor of such TSA Plan (or a representative thereof) for representations regarding the applicable provisions of such TSA Plan, any delegation of authority or responsibility thereunder by the Eligible Employer, or any instruction or information that Pacific Life deems necessary, or is provided to Pacific Life, to process any request under this rider or otherwise to carry out the terms of the Contract. The Eligible Employer is responsible for sharing with Pacific Life information that is necessary for Pacific Life to administer the Contract in accordance with the terms of the TSA Plan and the Code, including information necessary for Pacific Life to satisfy any withholding or information reporting obligations that Pacific Life may have under the Code with respect to the Contract. Pacific Life shall rely upon the Eligible Employer's instructions in permitting Contributions to, permitting exchanges, and making distributions from the Contract in accordance with the terms of the TSA Plan. In the absence of representations, instructions or information from the Eligible Employer (in the form and manner required by Pacific Life) that Pacific Life deems necessary to administer the Contract in conformity with the TSA Plan and the Code, Pacific Life will administer the Contract in the manner Pacific Life deems appropriate to comply with the requirements of Code Section 403(b). Except to the extent otherwise provided by law or agreed to between Pacific Life and the Eligible Employer, Pacific Life shall share with the Eligible Employer information regarding the Contract that the Eligible Employer reasonably requests for purposes of ensuring adherence to the terms of the TSA Plan.

A. Definitions

Annuitant - The individual named as a measuring life for periodic annuity payments under the Contract.

Annuity Start Date - The first day of the first period for which an amount is received as an annuity under the Contract, as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

Applicable Designation Date - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

Code - The Internal Revenue Code of 1986, as amended.

Contract - The attached contract, policy or certificate issued by Pacific Life as a TSA.

Contributions - The purchase payments, premiums, rollovers or other contributions received by Pacific Life under the Contract.

Designated Beneficiary - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

Distribution Year - The calendar year for which an RMD is required. The First Distribution Year is the calendar year in which the Owner attains their RMD Age or, where applicable under Reg. § 1.401(a)(9)-5, the calendar year in which the Owner retires or the calendar year next following the Owner's Year of Death. Each subsequent calendar year is also a Distribution Year.

Elective Deferral - An elective deferral under Reg. § 1.403(b)-2(b)(7) and Reg. § 1.402(g)(3)-1.

Eligible Designated Beneficiary (EDB)— Any Designated Beneficiary who is:

1. the Surviving Spouse of the Owner,
2. a child of the Owner who has not reached the age of majority (within the meaning of Code Section 401(a)(9)(F)),
3. disabled (within the meaning of Code Section 72(m)(7),
4. a chronically ill individual (within the meaning of Code Section 7702B(c)(2), except that the requirements of subparagraph (A)(i) thereof shall be treated as met only if there is a certification that, as of such date, the period of inability described in such subparagraph with respect to the individual is an indefinite one with is reasonably expected to be lengthy in nature), or
5. an individual not described in any of the preceding clauses who is not more than 10 years younger than the Owner.

Except to the extent that applicable federal tax law permits otherwise, the determination of whether a Designated Beneficiary is an EDB shall be made as of the date of death of the Owner.

A child shall cease to be an EDB as of the date the child reaches age 21 and any remainder of the Owner's interest shall be distributed within 10 years of such date.

EDB Election Date - The date that is 30 days prior to the EDB Required Beginning Date.

EDB Required Beginning Date - December 31 of the calendar year next following the Owner's Year of Death.

Eligible Employer - An employer that is eligible to sponsor a TSA under applicable Regulations interpreting Code Section 403(b), e.g., Reg. § 1.403(b)-2(b)(8).

ERISA - Employee Retirement Income Security Act of 1974, as amended.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Notice Date - The day on which Pacific Life receives, in a form satisfactory to Pacific Life, proof of death and instructions satisfactory to Pacific Life regarding payment of death benefit proceeds.

Owner or You - The Owner of the Contract.

Owner's Election Date - December 1 immediately preceding the Required Beginning Date.

Owner's Year of Death - The calendar year in which the Owner dies.

Primary Annuitant - The individual defined in Section D.1(c)(i) below.

QDRO - A qualified domestic relations order under Code Section 414(p).

Qualified J&S Election - An election under the survivor benefit rules that is described in Section B.6 below.

Qualified Plan - A tax-qualified retirement plan or arrangement under Code Section 401, 403 or 457.

Qualifying Distribution Period – A period of time defined in Section D.1(b)(i) below.

Regulation or Reg. - A regulation issued or proposed pursuant to the Code.

Required Beginning Date - April 1 of the calendar year following the calendar year in which the Owner reaches their RMD Age, or if later and appropriately allowed by the TSA Plan, April 1 of the calendar year following the calendar year in which the Owner retires from employment with the Eligible Employer maintaining the TSA Plan. If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, then the Annuity Start Date shall be treated as the Required Beginning Date.

Required Minimum Distributions (RMD) - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

RMD Age - Age 70 ½ for individuals born on or before June 30, 1949. Age 72 for individuals born on or after July 1, 1949 and prior to 1951. Age 73 for individuals born after 1950 and prior to 1960. Age 75 for individuals born in 1960 or later.

Roth Contribution - A contribution that is a designated Roth contribution under Reg. § 1.403(b)-3(c).

Separate Share - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8. A Separate Share shall be treated as a separate contract for RMD purposes and Sections B.8 and B.9 below.

Severance from Employment – Ceasing to be employed by the Eligible Employer that maintains the governing TSA Plan, as defined in Reg. § 1.403(b)-2(b)(19).

Spouse - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8

Surviving Spouse - The surviving Spouse of a deceased Owner.

TSA - A tax-sheltered annuity contract under Code Section 403(b), including a custodial account, a retirement account or a life insurance contract that is treated as such an annuity contract under Code Section 403(b)(7) or 403(b)(9) or Reg. § 1.403(b)-2(b)(2).

TSA Plan - The Qualified Plan with terms that govern the Contract as a TSA under Code Section 403(b).

B. Tax-Sheltered Annuity Provisions

The Contract is subject to the requirements of Code Section 403(b) and the Regulations relating thereto, and therefore includes the following provisions:

1. Contract Purchased under a TSA Plan with Nonforfeitable Benefits. The Contract must be purchased under a TSA Plan. Pursuant to Reg. § 1.403(b)-3(a)(1), the Contract may not be purchased under a plan qualifying under Code Section 401(a) or 403(a) or an eligible governmental plan under Code Section 457(b). The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the benefit of such Owner and his or her beneficiaries.
2. Contract Benefits Not Transferable. No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person other than Pacific Life, except as permitted by (a) a federal tax lien, (b) an order under Code Section 401(a)(13)(C), or (c) Reg. § 1.403(b)-10(b) or (c) (e.g., in the case of a transfer or distribution pursuant to a QDRO, an intra-plan exchange or plan-to-plan transfer described in Section B.11 below, or a direct transfer to a governmental defined benefit plan pursuant to Code Section 403(b)(13) that is described in Section B.4(c) below).
3. Contributions. Except in the case of a rollover contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), Contributions must be made by the Owner or the Eligible Employer maintaining the TSA Plan or by means of an intra-plan exchange or plan-to-plan transfer described in Section B.11 below. All Contributions must be made in cash. If the Owner dies before the entire interest under the Contract has been distributed, additional Contributions shall not be allowed into the Contract to the extent prohibited by published IRS guidance, e.g., excluding (and allowing in) any rollover or transfer that qualifies under Reg. § 1.403(b)-10(d). Contributions to the Contract shall be transferred to Pacific Life within a reasonable period, within the meaning of Reg. § 1.403(b)-8(b), and an Elective Deferral may be contributed up to 15 business days following the month in which such an amount would otherwise have been paid to the Owner. If the Contract is maintained pursuant to a TSA Plan, the Eligible Employer shall have the sole responsibility for determining whether any Contribution satisfies the applicable income tax requirements; otherwise, the Owner shall have such sole responsibility.
 - (a) Elective Deferrals and Their Limits. Pursuant to Code Sections 403(b)(1)(E) and 401(a)(30) and Reg. § 1.403(b)-3(a)(4) and -4(c), any Elective Deferrals (including those contributed to the Contract and any other Elective Deferrals for the Owner under the TSA Plan and under all other plans, contracts and arrangements that are referred to in Reg. § 1.403(b)-3(a)(4) and maintained by the Eligible Employer that maintains the TSA Plan), may not exceed the limits of Code Section 402(g), except as permitted by Code Section 414(u) (for certain veterans' rights) or by Code Section 414(v) (for a participant age 50 or over by end of the participant's tax year). If Elective Deferrals exceed this limit, Pacific Life may distribute amounts equal to such excess (including any income allocable thereto) to the Owner as permitted by Reg. § 1.403(b)-4(f)(4). If not so distributed, such excess amounts (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). Contributions of Elective Deferrals into the Contract may be suspended for a period of up to six months after an Owner receives a hardship distribution allowable under Reg. § 1.403(b)-6(d).
 - (b) Combined Contributions and Their Limits. Pursuant to Code Sections 403(b)(1) and 415(a)(2) and Reg. § 1.403(b)-3(a)(9) and -4(b), total Contributions into the Contract (including Elective Deferrals) may not exceed certain limits under Code Section 415. Any

Elective Deferrals or other Contributions that exceed any applicable limits may not be excludable from gross income. Such excess Contributions (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). The Code Section 415 limits do not apply in the case of a rollover contribution under Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), a nontaxable transfer from another contract qualifying under Code Section 403(b) or from a custodial account qualifying under Code Section 403(b)(7), or any Contribution allowed by Code Section 414(u).

- (c) Separate Accounting. Pursuant to Reg. § 1.403(b)-3(b)(2) and -6(d)(3), separate accounting shall be maintained under the Contract for: (i) any Elective Deferrals; (ii) any after-tax employee contributions; (iii) any other amounts that are transferred into the Contract from any Code Section 403(b)(7) custodial account, (iv) any undistributed excess contributions or RMD(s); (v) any eligible rollover distribution accepted into the Contract pursuant to Reg. § 1.403(b)-10(d); (vi) any unvested contributions pursuant to Reg. § 1.403(b)-3(d)(2)(ii); (vii) any contributions eligible for permissive withdrawal under Code Section 414(w)(2); and (viii) other Contributions and amounts added to the Contract values. Separate accounting maintained under the Contract shall include any amounts for earnings, gains or losses with respect to each of the above separately accounted-for categories.
- (d) Other Contribution Provisions. Contributions by an Eligible Employer for an Owner who is a former employee thereof shall be accepted under this Contract (i) for a period of five tax years following the tax year in which the employee was terminated by the Eligible Employer in accordance with the Reg. § 1.403(b)-4(d), (ii) pursuant to Reg. § 1.415(c)-2(e)(3)(i) relating to certain compensation paid by the later of 2½ months after Severance from Employment or the end of the limitation year that includes the date of Severance from Employment, or (iii) that are attributable to compensation described in Reg. § 1.415(c)-2(e)(4), § 1.415(c)-2(g)(4) or § 1.415(c)-2(g)(7) relating to compensation paid to participants who are permanently and totally disabled, or (iv) relating to qualified military service under Code Section 414(u).

4. Distribution Restrictions.

- (a) Distribution of Elective Deferrals. Pursuant to Code Section 403(b)(11) and Reg. § 1.403(b)-6, distributions (other than to correct excess Contributions, or upon termination of the TSA Plan) that are attributable to Elective Deferrals may be made only when the Owner attains age 59½, has a Severance from Employment, dies, becomes disabled (within the meaning of Code Section 72(m)(7)), incurs a hardship, is eligible for a qualified reservist distribution to which Code Section 72(t)(2)(G) applies, or is eligible for permissive withdrawal under Code Section 414(w)(2). Any such distribution made due to a hardship is limited to the Owner's Elective Deferrals (excluding any income thereon) reduced by the aggregate prior distributions to the Owner from the Contract.
- (b) Other Distributions Not Attributable to Elective Deferrals. Other distributions not attributable to Elective Deferrals but attributable to other amounts that have been held in a Code Section 403(b)(7) custodial account are generally subject to corresponding restrictions, except that no distribution for hardship is allowable under Reg. § 1.403(b)-6(c). Otherwise, distributions from the Contract generally are not permitted prior to the Owner's Severance from Employment or some other event allowed by Reg. § 1.403(b)-6(b), except to the extent that such a distribution is attributable to either (i) after-tax employee contributions or earnings thereon, or (ii) amounts separately accounted for an eligible rollover distribution pursuant to Reg. § 1.403(b)-6(i) and -10(d).
- (c) Purchase of Permissive Service Credit. Pursuant to Code Section 403(b)(13), any amounts held under this Contract may be transferred at the Owner's direction in a direct transfer from the Contract to a defined benefit governmental plan under Code Section 414(d) in accordance with Reg. § 1.403(b)-10(b)(4).

- (d) Certain Mandatory Distributions. Pursuant to Code Sections 403(b)(10) and 401(a)(31)(B), if the distributee of any mandatory distribution that is described in Code Section 401(a)(31)(B)(ii) and that exceeds \$1,000 does not elect to have such distribution paid either to such distributee or in a direct transfer to an eligible retirement plan pursuant to Code Section 401(a)(31)(A), such distribution shall be paid in a direct transfer to an individual retirement plan designated by the Eligible Employer sponsoring the governing TSA Plan (or by another fiduciary thereunder), and the distributee shall be notified in writing about such transfer and that such distribution may be transferred to another individual retirement plan, in accordance with Code Section 401(a)(31) and Reg. § 1.403(b)-7(b)(5) (and to the extent required thereby).
5. Rollover Distributions. Despite any provision of a governing TSA Plan to the contrary that would otherwise limit a distributee's election under this Section B.5, pursuant to Code Sections 403(b)(10) and 401(a)(31) and Reg. § 1.403(b)-7(b) a distributee may elect, at the time and in the manner prescribed by Pacific Life (and, where applicable, by the Eligible Employer), to have any portion of an eligible rollover distribution (within the meaning of Code Section 402(f)(2)(A)) paid directly to an eligible retirement plan described in Code Section 401(a)(31)(E) that is specified by the distributee, by means of a direct transfer or direct rollover. Pacific Life may establish reasonable administration rules applicable to such direct rollovers or direct transfers.
6. Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d) (e.g., where the TSA Plan is subject to ERISA Title I section 205), if the Owner is married at the Annuity Start Date, payments shall be made in the form of a Joint and 50% Survivor Annuity, with the Owner's Spouse as the Joint Annuitant, unless an optional form of benefit is selected in accordance with this Section B.6. Under this Joint and 50% Survivor Annuity form, payments shall be made during the lifetime of the Owner and, following the Owner's death, payments equal to 50% of the joint payment amount shall continue to such Spouse for life. In addition, the benefits under such a Contract are provided in accordance with the applicable consent, present value and other requirements of Code Sections 401(a)(11) and 417 and Reg. § 1.417(e)-1(e) and the rules in Reg. § 1.401(a)-20, Q&A-25 (for participants who are unmarried or who have a change in marital status and for surviving spouses).
- (a) The Owner may choose (without the consent of any other person) an alternative amount of the payment continuing to the Surviving Spouse from the joint and survivor annuity options available under the Contract, provided that the amount of each payment to the Surviving Spouse under such option shall be not less than 50%, nor greater than 100%, of the periodic annuity benefit amount paid to the Owner, in accordance with Code Section 417(b).
- (b) In addition to the joint and survivor annuity options described in Section B.6(a) above, as of the Annuity Start Date the Owner can elect any other optional form of payment that is available under the Contract, provided that both of the following conditions are satisfied:
- (i) In accordance with Code Section 417 and Reg. § 1.401(a)-20, Q&A-31, the Owner files a Qualified J&S Election with Pacific Life within the 180-day period ending on such date, as follows (after receiving a written explanation thereof, including the revocability of such an election during such period, from a Qualified Plan representative):
- (1) In the case of an Owner who is married at the time of election, a Qualified J&S Election is made by (A) a written statement by the Owner waiving the joint and survivor annuity options described above in this Section B.6 and specifying the form of benefit and the beneficiary designation(s) desired, and (B) a written statement from the Owner's Spouse consenting to such election. Neither the form of benefit nor any beneficiary designation selected in such a Qualified J&S Election can be changed without spousal consent, unless such Spouse consents in writing to future designations by the Owner without such spousal consent. Any

such written spousal consent must acknowledge the election's effect and be witnessed by a notary public or Qualified Plan representative. If it is established to the satisfaction of a Qualified Plan representative that such Spouse's consent cannot be obtained because such Spouse cannot be located or because of other circumstances allowed by Regulations, the Owner's election can still be deemed to be a Qualified J&S Election; or

- (2) In the case of an Owner who is not married at the time of election, a Qualified J&S Election is made by a written statement by the Owner to a Qualified Plan representative attesting to the fact that he or she is not married and specifying the optional form of payment and beneficiary designation(s) desired.

- (ii) The option selected satisfies any applicable requirements of Section B.8 below.

7. Survivor Benefits for Plans Subject to Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d), if an Owner is married upon the Owner's death, then the deceased Owner's interest in the Contract is subject to the provisions of the next paragraph (a) (in addition to Section B.9 below), unless such Spouse is deemed to have consented to a less favorable disposition of such interest in accordance with the next paragraph (b).

- (a) The Surviving Spouse shall be treated as the sole beneficiary of the following portion of the deceased Owner's interest in the Contract, and may apply any part (or all) of such beneficial interest to provide an annuity that satisfies any applicable requirements of Section B.9 below and Reg. § 1.401(a)-20 (e.g., Q&A-20 and Q&A-22):
- (i) The Surviving Spouse shall be treated as the sole beneficiary of such Owner's interest in the Contract if no other beneficiary is entitled to any portion of such interest as of such Owner's death, or
- (ii) If some other beneficiary is entitled to any portion of such Owner's interest in the Contract as of such Owner's death, then the Surviving Spouse shall be treated as the sole beneficiary of at least 50% of the nonforfeitable account balance of the Contract as of such Owner's death, in accordance with Code Section 417(c), and all of such Surviving Spouse's beneficial interest shall be treated as a Separate Share.
- (b) The Surviving Spouse shall be deemed to have consented to a less favorable disposition of the deceased Owner's interest in the Contract than that provided under the immediately preceding paragraph (a), if in accordance with Code Section 417(a)(2) either:
- (i) Such Spouse (or such Spouse's legal representative) has consented to such a disposition and acknowledged its effect in a written statement witnessed by a notary public or a Qualified Plan representative, or
- (ii) It is established to the satisfaction of a Qualified Plan representative that such consent cannot be obtained because such Spouse cannot be located or does not exist or because of other circumstances allowed by Regulations.
- (c) Subject to such deemed spousal consent, the Owner may provide for any disposition of such Owner's interest in the Contract that is different from that in the immediately preceding paragraph (a) by a revocable election that (i) specifies the form of benefit and the beneficiary designation(s) desired and (ii) otherwise qualifies under Code Section 417, after receiving a written explanation thereof from a Qualified Plan representative. An Owner that makes such a revocable election also shall have the option of selecting a qualified optional survivor annuity in accordance with Code Section 417(a)(1)(A)(ii).

8. Required Minimum Distributions (RMDs). The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental benefit rules of Code Sections 401(a)(9) and 403(b)(10) and the Regulations relating thereto (e.g., Reg. § 1.403(b)-6), as well as any applicable survivor benefit rules referred to above in Section B.6 or B.7, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions in Part C below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section B.8 shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009 and 2020):

- (a) The entire interest under the Contract shall be distributed:
 - (i) No later than the Required Beginning Date, or
 - (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and an EDB (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and an EDB).
- (b) RMDs shall be made in accordance with the Regulations under Code Section 401(a)(9) and related Code provisions. Accordingly:
 - (i) If the Owner has not elected otherwise in writing to Pacific Life by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the Owner's account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, § 1.403(b)-6(e)(2) and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes -
 - (1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9(c), in accordance with Reg. § 1.401(a)(9)-5, or
 - (2) If the Owner's Spouse is treated as the sole EDB for the Contract (taking Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such Spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9(d).

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. However, the Owner may arrange to have any portion (or all) of such RMD distributed from another TSA owned by such Owner (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7). If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to Pacific Life), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract that qualifies under Code Section 401(a)(9) (and is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above). Such an annuity option

must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:

- (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity option elected during the Owner's lifetime. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6.
 - (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6.
 - (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6.
 - (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6.
- (c) The Owner or any Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this rider and any applicable tax requirements.
- (d) Any current death benefit protection amount (in excess of the current account balance amount), or any disability, health or accident benefit amount, that is provided by the Contract shall not exceed the amount permitted either by the incidental benefit rules in Reg. § 1.403(b)-6(g) or -8(c) or by the TSA Plan.
9. RMDs upon Owner's Death. Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section B.9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section B.9 or Code Section 401(a)(9) shall not be permitted.
- (a) If the Owner dies before the Required Beginning Date
- i. Beneficiary is not a Designated Beneficiary (e.g. the estate or charity): the entire interest in the Contract must be distributed by December 31st of the fifth calendar year following the Owner's year of death (the "5-Year Rule").
 - ii. Beneficiary is a Designated Beneficiary, but not an EDB: the entire interest in the Contract must be distributed by December 31st of the tenth calendar year following the Owner's year of death (the "10-Year Rule").
 - iii. Beneficiary is an EDB: an EDB has the option to either elect the 10-Year Rule or to receive distributions over the life or Life Expectancy of such EDB with distributions commencing no later than the EDB Required Beginning Date. If, however, the Contract has more than one EDB (taking any Separate Shares into account) then the maximum distribution period is determined solely by reference to the EDB with the shortest Life Expectancy, subject to certain limitations. The EDB's Life Expectancy is reduced by one for each subsequent year, however, all amounts must be distributed by the end of the year containing the tenth anniversary of the **EDB's** death.
 1. The election to use the 10-Year Rule or to receive distributions over life or Life Expectancy, must be irrevocably made in writing and received by the Company by the EDB Election Date.

2. If the EDB is a minor child of the Owner, all amounts must be fully distributed by the earlier of (1) the end of the year the child reaches age 31 (i.e. 10 years after reaching age 21) or (2) the end of the year containing the tenth anniversary of the EDB's death.
- iv. Surviving Spouse is sole EDB: in addition to the options available other EDBs, a Surviving Spouse who is the sole EDB (taking any Separate Shares into account) and who has not filed an irrevocable election to treat the Contract as their own, may delay taking RMDs until December 31st of the year the deceased Owner would have attained their RMD Age ("Spousal Delay Rule"). In addition, if the Surviving Spouse dies prior to the commencement of RMDs, the appropriate method for calculating RMDs to the Surviving Spouse's beneficiary (i.e. the 5-Year Rule, 10-Year Rule, or life expectancy rules) will be determined by treating the Surviving Spouse as the Owner. For this purpose, distributions are considered to commence on the date distributions are required to begin to the Surviving Spouse. However, if distributions have previously started on an irrevocable basis (except for acceleration) in the form of annuity payments meeting the requirements of Reg §1.401(a)(9)-6, then required distributions are considered to commence on the Annuity Start Date. For calculating the RMDs during the Surviving Spouse's lifetime, the Spouse may elect to use the Uniform Lifetime Table or the Single Life Table. If the Single Life Expectancy Table is chosen, the Surviving Spouse's Life Expectancy is recalculated annual through the year of the Surviving Spouse's death.
 1. The Surviving Spouse's election to use the 10-Year Rule, the Spousal Delay Rule, or to receive distributions over their life or life expectancy, must be irrevocably made in writing and received by the Company by the EDB Election Date. If no election is made, it will be assumed that the Surviving Spouse has elected the Spousal Delay.

(b) If the Owner dies after the Required Beginning Date

- i. Beneficiary is not a Designated Beneficiary (e.g. the estate or charity): generally the remaining interest in the Contract must be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death. RMDs would be calculated using the Owner's remaining Life Expectancy, reduced by one for each subsequent year.
- ii. Beneficiary is a Designated Beneficiary, but not an EDB: the entire interest in the Contract must be distributed in accordance with the 10-Year Rule. Additionally, IRS and Treasury have issued proposed Regulations (Prop. Reg. Section 1.401(a)(9)-5), that if made final, would require distributions to be made during this 10 year period at least as rapidly as under the method of distribution being used as of the Owner's date of death. RMDs would be calculated using the longer of the deceased Owner's remaining Life Expectancy or the Designated Beneficiary's Life Expectancy, reduced by one for each subsequent year, however, all amounts must be fully distributed by the end of the year containing the tenth anniversary of the **Owner's** death.
- iii. Beneficiary is an EDB: the entire interest in the Contract must be distributed over the longer of the deceased Owner's Life Expectancy or the EDB's Life Expectancy, reduced by one for each subsequent year, however all amounts must be fully distributed by the end of the year containing the tenth anniversary of the EDB's death.
 1. If the EBD is a minor child of the Owner, the EDB's Life Expectancy will always be longer. All amounts must be fully distributed by the earlier of (1) the end of the year the child reaches age 31 (i.e. 10 years after reaching age 21, or (2) the end of the year containing the tenth anniversary of the EDB's death.

- iv. Surviving Spouse is EDB: beginning after 2023, a Surviving Spouse who is the sole EDB, and who has not filed an irrevocable election to treat the Contract as their own, may elect to have their Life Expectancy determined under the Uniform Lifetime Table rather than the Single Life Expectancy Table, however, all amounts must be fully distributed by the end of the year containing the tenth anniversary of the Surviving Spouse's death.

 - (c) An EDB may arrange to have any portion (or all) of any RMD that is distributable with respect to such EDB's interest in the Contract distributed from another TSA formerly owned by the deceased Owner for which such Eligible Designated Beneficiary is also a beneficiary (rather than from the Contract) in accordance with Reg. § 1.403(b)(6)(e)(7).

 - (d) The EDB may make an irrevocable election in writing with Pacific Life by the EDB Election Date (or later under the Spousal Delay Rule in 9.(a)(iv) if the beneficiary is the Surviving Spouse) to have such EDB's entire interest under the Contract distributed under another method available under the Contract that qualified under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6.

 - (e) After annuity payments commence to the Owner or a beneficiary, annuity payments may need to be modified as necessary to comply with this paragraph 9.

 - (f) Except as otherwise provide under applicable federal law –
 - i. This paragraph 9(a) applies to distributions with respect to an Owner who dies after December 31, 2019, and
 - ii. If the Owner dies before January 1, 2020, and such Owner's Designated Beneficiary dies after such date, the entire remaining interest in the Contract shall be distributed by the end of the calendar year containing the tenth anniversary of such Designated Beneficiary's death.

 - (g) If the Owner and the Designated Beneficiary both died before January 1, 2020, unless otherwise provided under applicable federal tax law, the remaining interest will be distributed as required by Code Section 401(a)(9) and the Regulations thereunder, as in effect prior to amendment by section 401 of Division O of the Further Consolidated Appropriations act, 2020, Pub. L. No. 116-94, the provisions of which are incorporated herein by reference.

 - (h) Life Expectancy is determined using the Single Life Table in Reg. § 1.401(a)(9)-9(b) unless otherwise indicated, such as in the case of a Surviving Spouse. Notwithstanding anything to the contrary, if distributions are being made in the form of annuity payments, Life Expectancy will not be recalculated.

 - (i)

 - (j) Unless the Owner has provided to the contrary in writing to Pacific Life (e.g., by selecting an annuity option that is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to Pacific Life, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5.
10. Annual Reports. Pacific Life shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

11. Tax-Free Exchanges. Tax-free exchanges within the Section 403(b) Plan and plan-to-plan transfers involving the Contract shall be allowed prior to the Annuity Start Date, to the extent permitted by Reg. § 1.403(b)-10(b).

C. Tax Qualification and ERISA Provisions

This rider is intended to qualify the Contract as a TSA under Code Section 403(b) for federal tax purposes, and to satisfy the applicable requirements of Code Section 403(b) and any Regulations relating thereto. To achieve these purposes, the provisions of this rider and the Contract (including any other endorsement or rider that does not specifically override these tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract is subject to separate accounting rules, subdivision or severance to maintain such a tax qualification of the Contract to the maximum extent possible, e.g., under Reg. § 1.403(b)-3(b)(2), -3(d), -4(f), -6 or -10(d). Pacific Life reserves the right to amend this rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). Pacific Life also reserves the right to amend this Contract from time to time in order to meet any requirements that may apply to it under ERISA. Pacific Life will send you a copy of any such amendment.

D. Tax Treatment and Provisions for Any Nonqualified Portion

To the extent that (and so long as) any portion (or all) of the Contract is finally determined by the appropriate authorities or parties to the Contract to not qualify as part of a TSA arrangement, such portion nevertheless shall be treated as a separate contract that qualifies as an annuity contract for federal tax purposes, and shall be subject to the provisions of this Part D, except to the extent that any of these Part D provisions are specifically overridden by some other endorsement or rider to the Contract. Absent such an override, any such separate annuity contract shall be subject to the following provisions in this Part D to maintain its annuity tax qualification:

1. Required Distributions Before or After the Annuity Start Date

- (a) Death of Owner or Primary Annuitant or Change of Primary Annuitant. Subject to the alternative election, spouse beneficiary and interpretative provisions in subsection (b) or (c) immediately below, or in the tax qualification provisions in Section D.2 below,
- (i) If any Owner dies on or after the Annuity Start Date and before the entire interest in this Contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;
 - (ii) If any Owner dies before the Annuity Start Date, the entire interest in this Contract shall be distributed within 5 years after such death;
 - (iii) If the Owner is not an individual, then for purposes of the immediately preceding subparagraph (i) or (ii), (1) the Primary Annuitant (see subparagraph (c)(i) below) under this contract shall be treated as the Owner, and (2) any change in the Primary Annuitant allowed by this Contract shall be treated as the death of the Owner; and
 - (iv) Any postponement of the Annuity Start Date, if allowed by this Contract, may not be postponed beyond the Primary Annuitant's attaining age 95, without Pacific Life's written consent.

- (b) Alternative Election and Spousal Beneficiary Provisions That Satisfy Distribution Requirements. Subject to any restrictions imposed by any Regulations or other published guidance from the IRS interpreting Code Section 72(s):
- (i) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of an individual designated as a beneficiary by an Owner, and such beneficiary elects after such death to have such portion distributed over a Qualifying Distribution Period (described herein) that is allowed by this contract upon such death, then for purposes of satisfying the requirements of subparagraph (a)(i) or (a)(ii) immediately above, such portion shall be treated as distributed entirely on the date such periodic distributions begin. A Qualifying Distribution Period is a period that (1) does not extend beyond such beneficiary's life (or life expectancy) and (2) starts within one year after such death.
 - (ii) Such a Designated Beneficiary includes any individual joint Owner or successor Owner who becomes entitled to any portion of such an interest upon an Owner's death, or any other individual who controls the use of the cash value of such a portion upon an Owner's death. Any Designated Beneficiary may elect any settlement or other distribution option that is allowed by this Contract upon an Owner's death if the option is for a Qualifying Distribution Period. In determining which distribution options can qualify for such a Qualifying Distribution Period, Pacific Life may treat any Contract amount that is payable upon an Owner's death to a trust (or other entity) for the benefit of an individual beneficiary as an interest (or portion thereof) that is payable for the benefit of such a Designated Beneficiary under this subsection (b), where such individual beneficiary certifies to Pacific Life that he or she (1) is treated as the tax owner of such a trust amount for federal income tax purposes (e.g., under Code Sections 671-678) and (2) can compel its distribution to himself or herself from such trust.
 - (iii) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of such Owner's Surviving Spouse (e.g., as a result of such Spouse being a joint Owner), then such Spouse shall be treated as the Owner with respect to such portion for purposes of the requirements of subsection (a). Where such Spouse is the sole Designated Beneficiary of this Contract upon such Owner's death, such Spouse may elect to continue this Contract as the Owner, and Pacific Life may treat such Spouse as the Annuitant if such deceased Owner was the Annuitant and no other surviving Annuitant has been designated.
- (c) Interpretative Provisions. Subject to any contrary provisions in any Regulations or other published guidance from the IRS interpreting Code Section 72(s):
- (i) The Primary Annuitant means the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the contract, as defined in Code Section 72(s)(6)(B) (and any Regulations relating thereto).
 - (ii) Pacific Life will treat any holder of the Contract as its Owner for purposes of subsection (a) or (b) immediately above where necessary or appropriate.
2. Tax Qualification. This Contract is intended to qualify as an annuity contract for federal income tax purposes and to satisfy the applicable requirements of Code Section 72(s). To achieve these purposes, the provisions of this Contract (including this rider and any other endorsement or rider to the Contract that does not specifically override these Section 72(s) tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under this Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations. Pacific Life reserves the right to amend this rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to

maintain such a tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). Pacific Life will send you a copy of any such amendment.

E. Termination of Rider

This rider will end on the earlier of the following:

1. When Pacific Life receive a request to terminate this rider that is in a form satisfactory to Pacific Life, or
2. When the Contract terminates.

All other terms and conditions of the Contract remain unchanged.

A handwritten signature in black ink, appearing to be a stylized 'A' followed by a horizontal line.

Secretary

**Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, California 92660
Contract Owners: 1-800-800-9534**

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**
 - 80% of death benefits but not to exceed \$300,000
 - 80% of cash surrender or withdrawal values but not to exceed \$100,000
- **Annuities and Structured Settlement Annuities**
 - 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660

IMPORTANT NOTICE

WE ARE REQUIRED BY STATE LAW TO PROVIDE YOU WITH THE FOLLOWING INFORMATION.

AT PACIFIC LIFE, WE ALWAYS STRIVE TO PROVIDE OUR POLICYOWNERS WITH THE BEST PRODUCTS AND SERVICES. SHOULD YOU HAVE A PROBLEM, YOUR LOCAL AGENT AND AGENCY WILL BE GLAD TO HELP YOU.

HOWEVER, YOU MAY ALSO CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE IF THE CONTACTS BETWEEN YOU AND OUR COMPANY OR OUR AGENT HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM.

**PACIFIC LIFE INSURANCE COMPANY
P.O. BOX 2378
OMAHA, NEBRASKA 68103-2378**

**TOLL-FREE NUMBER: (between 5:30 a.m. and 2:00 p.m., Pacific Time)
1-800-800-9534**

OR

**CALIFORNIA DEPARTMENT OF INSURANCE
CONSUMER SERVICES DIVISION
300 SOUTH SPRING STREET, SOUTH TOWER
LOS ANGELES, CA 90013**

CALIFORNIA ONLY (800) 927-4357 (HELP)

**CALIFORNIA DEPARTMENT OF INSURANCE CONSUMER SERVICES DIVISION
WEBSITE:**

<http://www.insurance.ca.gov/0500-about-us/02-department/01-csmcb/consumer-services.cfm>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

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

Informational
 Action

AGENDA ITEM: NOTICE OF COMPLETION FOR THE SUNSET ELEMENTARY SCHOOL
ARTIFICIAL TURF PLAYFIELD REPAIRS PROJECT

BACKGROUND INFORMATION:

The purpose of this agenda item is to allow the Governing Board (“Board”) to consider and potentially approve the Notice of Completion for the Sunset Elementary School Artificial Turf Playfield Repairs Project (Project).

The Project commenced on October 23, 2023 and was completed on October 27, 2023 to repair portions of the synthetic turf field that were “uprooted” due to wear and tear over time. Those sections were removed, replaced, and glued down accordingly. The Contract amount was \$29,120.04; however the Contractor, Town & Country Flooring Co. dba W2W Sport, was able to complete the Project and only bill for \$24,120.04; providing a savings of \$5,000.00 to the District.

RECOMMENDATION:

Approve the Notice of Completion for the synthetic turf field repairs project at Sunset Elementary School.

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

RECORDING REQUESTED BY
San Ysidro School District
AND WHEN RECORDED MAIL TO:

Name **Business Services**
Street Address **4350 Otay Mesa Road**
City & State **San Ysidro, CA 92173**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is San Ysidro School District
3. The full address of the owner is 4350 Otay Mesa Road, San Ysidro, CA 92173

4. The nature of the interest or estate of the owner is in fee.

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

None

6. A work of improvement on the property hereinafter described was completed on 10/27/2023. The work done was:
Repairs to the synthetic field turf at Sunset Elementary School in the San Ysidro School District.

7. The name of the contractor, if any, for such work of improvement was Town & Country Flooring Co. DBA W2W Sport

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of San Ysidro,
County of San Diego, State of California, and is described as follows: An elementary school campus.

9. The street address of said property is 3825 Sunset Lane, San Ysidro, CA 92173

(If no street address has been officially assigned, insert "none")

Dated: 11/03/2023

San Ysidro School District

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent
Dr. Jose Iniguez, Assistant Superintendent

VERIFICATION

I, the undersigned, say: I am the President of San Ysidro School District's Governing Board the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 25, 20 24, at San Ysidro, California.

(Date of signature)

(City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Irene Lopez, President of Governing
Board of the San Ysidro School District

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 25, 2024

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

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

Informational
 Action

AGENDA ITEM: NOTICE OF COMPLETION FOR THE DISTRICT OFFICE AND SUNSET SCHOOL HVAC PROJECTS

BACKGROUND INFORMATION:

The purpose of this agenda item is to allow the Governing Board (“Board”) to consider and potentially approve the Notice of Completion for the District Office and Sunset Elementary School HVAC Project related to Purchase Order 7438 and Division of State Architect (DSA) Number 04-120809.

The Project commenced on June 22, 2021 with the issuance of Purchase Order 7438 and were completed on January 12, 2024. The scope of work included the following:

- Removal and replacement of four (4) Bard Wall HVAC Units at the District Office. (Completed in 2021)
- Removal and replacement of three (3) rooftop HVAC units on the main building; and
- Removal and replacement of one (1) rooftop HVAC unit over the teachers’ lounge at Sunset School’s Multi-Purpose Building

RECOMMENDATION:

Approve the Notice of Completion for the District Office and Sunset Elementary School HVAC Projects.

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

RECORDING REQUESTED BY
San Ysidro School District
AND WHEN RECORDED MAIL TO:

Name **Business Services**
Street Address **4350 Otay Mesa Road**
City & State **San Ysidro, CA 92173**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is San Ysidro School District
3. The full address of the owner is 4350 Otay Mesa Road, San Ysidro, CA 92173

4. The nature of the interest or estate of the owner is in fee.

(If other than fee, strike "In Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	

6. A work of improvement on the property hereinafter described was completed on 01/19/2024. The work done was: District Office and Sunset Elementary School HVAC Project

7. The name of the contractor, if any, for such work of improvement was Jackson & Blanc

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of San Ysidro, County of San Diego, State of California, and is described as follows: District Office, 4350 Otay Mesa Road, San Ysidro, CA 92173
Sunset Elementary School, 3825 Sunset Lane, San Ysidro, CA 92173

9. The street address of said property is Same as above

(If no street address has been officially assigned, insert "none")

Dated: 01/19/2024

San Ysidro School District

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent
Dr. Jose Iniguez, Assistant Superintendent

VERIFICATION

I, the undersigned, say: I am the President of San Ysidro School District's Governing Board the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

("President of," "Manager of," "A partner of," "Owner of," etc.)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 25, 20 24, at San Diego, California.

(Date of signature)

(City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Irene Lopez, President of the Governing Board
San Ysidro School District