

San Ysidro School District Governing Board

AGENDA

Thursday,
October 19, 2023
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.

**Smythe School
Auditorium
1880 Smythe Ave
San Ysidro, CA 92173**

GENERAL ADMINISTRATION

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, SEPTEMBER 21, 2023
6:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, September 21, 2023 to conduct its business meeting at the **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. **CALL TO ORDER** Who: Pallasigue Time: 6:00 p.m.

2. **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, Member
Mr. Antonio Martinez, Member

3. **FLAG SALUTE** by Rosaleah Pallasigue, Board President

4. **AGENDA**
The Board approved the agenda for the meeting.

Motion: Martinez Second: I. Lopez Vote: 5-0

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

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.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

The Board reviewed the following topics:

- Overview of Governance Team Operating Protocols and Policies (Potter)
 - Roles of Board and Superintendent
 - Governance Team Standards of Practice
 - Board Bylaws, District Theme
 - Vision, Mission & Goals
 - Operating Protocols
 - Board Policies
 - Brown Act and Robert's Rule of Order
 - Conflict of Interest
- Strategic Plan for Student Achievement (Little)
- Construction Projects Update & Board Guidance (Iniguez/Branch)
- School Construction Funding Opportunities (Scott)

Board President Rosaleah Pallasigue made a motion to adjourn, seconded by Board Member Antonio Martinez. The vote was 5-0.

7. ADJOURNMENT Time: 9:26 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at (619) 428-4476, extension 3022. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure Accessibility to the Board meeting.

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

SPECIAL MEETING OF THE GOVERNING BOARD
MONDAY, OCTOBER 2, 2023
5:30 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Monday, October 2, 2023 to conduct its business meeting at the **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. **CALL TO ORDER** Who: Pallasigue Time: 5:30 p.m.

2. **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 - *Absent due to illness*
Mrs. Zenaida Rosario, Board Clerk
Mr. Rudy Lopez, Member - *Absent*
Mr. Antonio Martinez, Member

3. **FLAG SALUTE** by Rosaleah Pallasigue, Board President

4. **AGENDA**

The board approved the agenda for the meeting.

Motion: Martinez Second: Rosario Vote: 3-0

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

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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There were no public comments.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

The Board reviewed the following topics:

- **PRIORITIZATION OF CONSTRUCTION PROJECTS** (Iniguez/Branch)

6.2 CONSTRUCTION CONTRACT AWARD 2 SITE PLAYGROUND INSTALLATION - LA MIRADA AND SMYTHE BID NO. 230801 (Iniguez)

The District recommended awarding the publicly advertised and bid construction contract to De La Fuente Construction Inc. inclusive of three additive alternates and owner allowance in the amount of \$2,380,148.85 and up to 5 extra days, and direct staff to take action to proceed with the work, manage the construction, and close the project with compliance. This work will be funded by G.O. Bond funds.

Motion: Martinez Second: Rosario Vote: 3-0

Board President Rosaleah Pallasigue made a motion to adjourn, seconded by Board Member Antonio Martinez. The vote was 3-0.

7. ADJOURNMENT Time: 7:08 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: GASB 75 STATEMENT AND OPEB REPORT FOR FISCAL YEAR 2022-23

BACKGROUND INFORMATION:

Governing Accounting Standards Board (GASB) Statement 75 requires that districts determine the post employment benefits obligations every year. The GASB Actuarial Valuation Report summarizes the San Ysidro School District's Other Post Employment Benefit (OPEB) for the fiscal year ending June 30, 2023 (measured at June 30, 2022). Nyhart prepared this report to meet employer financial accounting requirements under Governmental Accounting Standards Board (GASB) Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions). To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75.

RECOMMENDATION:

Information Only. *(A representative from Nyhart Company will be present to answer questions from the Governing Board.)*

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)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No



GASB 75 INTERIM ACTUARIAL VALUATION

Fiscal Year Ending June 30, 2023

SAN YSIDRO SCHOOL DISTRICT

CONTACT

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sandy.dekalb@nyhart.com

PHONE

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October 5, 2023

**Marilyn Adrianzen
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173**

This report summarizes the interim GASB actuarial valuation for the San Ysidro School District 2022/23 fiscal year . To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No . 75 (Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions). This report may not be appropriate for other purposes . Please contact Nyhart prior to disclosing this report to any other party or relying on its content for any purpose other than that explained above . Failure to do so may result in misrepresentation or misinterpretation of this report.

The information presented herein is based on the actuarial assumptions and substantive plan provisions summarized in this report and participant information furnished to us by the Plan Sponsor . We have reviewed the employee census provided by the Plan Sponsor for reasonableness when compared to the prior information provided but have not audited the information at the source, and therefore do not accept responsibility for the accuracy or the completeness of the data on which the information is based . When relevant data may be missing, we may have made assumptions we feel are neutral or conservative to the purpose of the measurement . We are not aware of any significant issues with and have relied on the data provided .

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Plan Sponsor with the concurrence of Nyhart . In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Plan . All calculations have been made in accordance with generally accepted actuarial principles and practice .

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following :

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and
- changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement .

To our knowledge, there have been no significant events prior to the current year's measurement date or as of the date of this report that could materially affect the results contained herein.

Neither Nyhart nor any of its employees has any relationship with the plan or its sponsor that could impair or appear to impair the objectivity of this report. Our professional work is in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The undersigned are compliant with the continuing education requirements of the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States.

Should you have any questions please do not hesitate to contact us.



Sandy DeKalb, ASA, MAAA
Actuary



John Mallows, FSA, MAAA
Actuary

Executive Summary

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

Summary of Results

Presented below is the summary of GASB 75 results for the fiscal year ending June 30, 2023 compared to the prior fiscal year as shown in the District's Notes to Financial Statement.

	As of June 30, 2022		As of June 30, 2023	
Total OPEB Liability	\$	18,578,137	\$	16,544,352
Actuarial Value of Assets	\$	0	\$	0
Net OPEB Liability	\$	18,578,137	\$	16,544,352
Funded Ratio		0.0%		0.0%

	FY 2021/22		FY 2022/23	
OPEB Expense	\$	1,484,953	\$	1,357,329
Annual Employer Contributions	\$	588,470	\$	449,870

	As of June 30, 2022		As of June 30, 2023	
Discount Rate		2.19%		4.09%
Expected Return on Assets		N/A		N/A

	As of June 30, 2023	
Total Active Participants		518
Total Retiree Participants		18

* The June 30, 2023 headcounts are as provided by the District and as of June 30, 2023. They are not used as the basis of the OPEB liability.

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

Schedule of Changes in Net OPEB Liability and Related Ratios

OPEB Liability	FY 2022/23	FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19
Total OPEB Liability					
Total OPEB Liability - beginning of year	\$ 18,578,137	\$ 18,191,841	\$ 17,019,214	\$ 15,092,409	\$ 14,463,634
Service cost	1,098,870	883,281	801,272	691,833	684,496
Interest	426,027	499,623	554,220	544,221	507,697
Change of benefit terms	45,849	0	0	0	0
Changes in assumptions	(2,500,757)	155,411	704,854	590,377	(131,692)
Differences between expected and actual experience	(653,904)	(563,549)	(431,806)	570,501	0
Benefit payments	(449,870)	(588,470)	(455,913)	(470,127)	(431,726)
Net change in total OPEB liability	\$ (2,033,785)	\$ 386,296	\$ 1,172,627	\$ 1,926,805	\$ 628,775
Total OPEB Liability - end of year	\$ 16,544,352	\$ 18,578,137	\$ 18,191,841	\$ 17,019,214	\$ 15,092,409
Plan Fiduciary Net Position					
Plan fiduciary net position - beginning of year	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributions - employer	449,870	588,470	455,913	470,127	431,726
Contributions - active employees	0	0	0	0	0
Net investment income	0	0	0	0	0
Benefit payments	(449,870)	(588,470)	(455,913)	(470,127)	(431,726)
Trust administrative expenses	0	0	0	0	0
Net change in plan fiduciary net position	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Plan fiduciary net position - end of year	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Net OPEB Liability - end of year	\$ 16,544,352	\$ 18,578,137	\$ 18,191,841	\$ 17,019,214	\$ 15,092,409
Plan fiduciary net position as % of total OPEB liability	0.0%	0.0%	0.0%	0.0%	0.0%
Covered employee payroll	\$ 37,797,450	\$ 35,066,824	\$ 33,919,198	\$ 32,931,260	\$ 30,005,000
Net OPEB liability as % of covered payroll	43.8%	53.0%	53.6%	51.7%	50.3%

* Amounts above reflect a beginning of year measurement date; so the reconciliation for FY 2022/23 is from July 1, 2021 to June 30, 2022.

** Employer contributions and benefit payments for FY 2023 are expected benefit payments from the FY 2022 valuation.

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

Schedule of Changes in Net OPEB Liability and Related Ratios (Continued)

OPEB Liability	FY 2017/18
Total OPEB Liability	
Total OPEB Liability - beginning of year	\$ 13,730,460
Service cost	661,989
Interest	482,353
Change of benefit terms	0
Changes in assumptions	0
Differences between expected and actual experience	0
Benefit payments	(411,168)
Net change in total OPEB liability	\$ 733,174
Total OPEB Liability - end of year	\$ 14,463,634
Plan Fiduciary Net Position	
Plan fiduciary net position - beginning of year	\$ 0
Contributions - employer	411,168
Contributions - active employees	0
Net investment income	0
Benefit payments	(411,168)
Trust administrative expenses	0
Net change in plan fiduciary net position	\$ 0
Plan fiduciary net position - end of year	\$ 0
Net OPEB Liability - end of year	\$ 14,463,634
Plan fiduciary net position as % of total OPEB liability	0.0%
Covered employee payroll	\$ 30,005,000
Net OPEB liability as % of covered payroll	48.2%

* Amounts above reflect a beginning of year measurement date.

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

OPEB Expense

OPEB Expense	FY 2022/23	FY 2021/22
Discount Rate		
Beginning of year	2.19%	2.66%
End of year	4.09%	2.19%
Service cost	\$ 1,098,870	\$ 883,281
Interest	426,027	499,623
Change of benefit terms	45,849	0
Projected earnings on OPEB plan investments	0	0
Reduction for contributions from active employees	0	0
OPEB plan administrative expenses	0	0
Current period recognition of deferred outflows / (inflows) of resources		
Differences between expected and actual experience	\$ (106,334)	\$ (40,944)
Changes in assumptions	(107,083)	142,993
Net difference between projected and actual earnings on OPEB plan investments	0	0
Total current period recognition	\$ (213,417)	\$ 102,049
Total OPEB expense	\$ 1,357,329	\$ 1,484,953

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

Deferred Outflows / (Inflows) of Resources

Deferred Outflows / (Inflows) of Resources represents the following items that have not been recognized in the OPEB Expense :

1. Differences between expected and actual experience of the OPEB plan
2. Changes of assumptions
3. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)

The initial amortization period for the first two items noted above is based on expected future service lives while the difference between the projected and actual earnings in OPEB plan investment is amortized over five years. All balances are amortized linearly on a principal only basis and new bases will be created annually for each of the items above.

Differences between expected and actual experience for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2023
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ 0	N/A	\$ 0	\$ 0
June 30, 2020	\$ 570,501	9	\$ 63,389	\$ 316,945
June 30, 2021	\$ (431,806)	9	\$ (47,978)	\$ (287,872)
June 30, 2022	\$ (563,549)	10	\$ (56,355)	\$ (450,839)
June 30, 2023	\$ (653,904)	10	\$ (65,390)	\$ (588,514)

Changes in assumptions for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2023
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ (131,692)	8	\$ (16,462)	\$ (49,382)
June 30, 2020	\$ 590,377	9	\$ 65,597	\$ 327,989
June 30, 2021	\$ 704,854	9	\$ 78,317	\$ 469,903
June 30, 2022	\$ 155,411	10	\$ 15,541	\$ 124,329
June 30, 2023	\$ (2,500,757)	10	\$ (250,076)	\$ (2,250,681)

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

Deferred Outflows / (Inflows) of Resources (Continued)

Net Difference between projected and actual earnings in OPEB plan investments for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2023
June 30, 2019	\$ 0	N/A	\$ 0	\$ 0
June 30, 2020	\$ 0	N/A	\$ 0	\$ 0
June 30, 2021	\$ 0	N/A	\$ 0	\$ 0
June 30, 2022	\$ 0	N/A	\$ 0	\$ 0
June 30, 2023	\$ 0	N/A	\$ 0	\$ 0

As of fiscal year ending June 30, 2023	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 316,945	\$ (1,327,225)
Changes in assumptions	922,221	(2,300,063)
Net difference between projected and actual earnings in OPEB plan investments	N/A	N/A
Contributions subsequent to the measurement date	545,600	N/A
Total	\$ 1,784,766	\$ (3,627,288)

Annual Amortization of Deferred Outflows / (Inflows)

The balances as of fiscal year ending June 30, 2023 of the deferred outflows / (inflows) of resources will be recognized in OPEB expense in the future fiscal years as noted below. Balances shown below do not include the recognition of any deferred outflows for contributions subsequent to the measurement date .

FYE	Balance
2024	\$ (213,417)
2025	\$ (213,417)
2026	\$ (213,413)
2027	\$ (196,955)
2028	\$ (196,951)
Thereafter	\$ (1,353,969)

* Contributions subsequent to measurement date are expected benefit payments for the period July 1, 2022 to June 30, 2023.

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

Sensitivity Results

The following presents the Net OPEB Liability as of June 30, 2023, calculated using the discount rate assumed and what it would be using a 1% higher and 1% lower discount rate.

- The current discount rate is 4.09%.
- The 1% decrease in discount rate would be 3.09%.
- The 1% increase in discount rate would be 5.09%.

As of June 30, 2023	Net OPEB Liability
1% Decrease	\$ 17,834,314
Current Discount Rate	\$ 16,544,352
1% Increase	\$ 15,322,131

The following presents the Net OPEB Liability as of June 30, 2023, using the health care trend rates assumed and what it would be using 1% higher and 1% lower health care trend rates.

- The current health care trend rate starts at an initial rate of 6.75%, decreasing to an ultimate rate of 4.50%.
- The 1% decrease in health care trend rates would assume an initial rate of 5.75%, decreasing to an ultimate rate of 3.50%.
- The 1% increase in health care trend rates would assume an initial rate of 7.75%, decreasing to an ultimate rate of 5.50%.

As of June 30, 2023	Net OPEB Liability
1% Decrease	\$ 14,662,135
Current Trend Rates	\$ 16,544,352
1% Increase	\$ 18,741,656

Projection of GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

The Total OPEB Liability (TOL) is expected to change on an annual basis as a result of expected and unexpected events. Under normal circumstances, it is generally expected to have a net increase each year. Below is a list of the most common events affecting the total OPEB liability and whether they increase or decrease the liability.

Expected Events

- Increases in TOL due to additional benefit accruals as employees continue to earn service each year
- Increases in TOL due to interest as the employees and retirees age
- Decreases in TOL due to benefit payments

Unexpected Events

- Increases in TOL when actual health care costs increase more than expected. A liability decrease occurs when the reverse happens.
- Increases in TOL when more new retirements occur than expected or fewer terminations occur than anticipated. Liability decreases occur when the opposite outcomes happen.
- Increases or decreases in TOL depending on whether benefits are improved or reduced.

Projection of Total OPEB Liability (TOL)	FY 2022/23	FY 2023/24
TOL as of beginning of year	\$ 18,578,137	\$ 16,544,352
Normal cost as of beginning of year	1,098,870	779,743
Exp. benefit payments during the year	(449,870)	(545,600)
Interest adjustment to end of year	426,027	697,510
Exp. TOL as of end of year	\$ 19,653,164	\$ 17,476,005
Actuarial Loss / (Gain)	(3,108,812)	TBD
Actual TOL as of end of year	\$ 16,544,352	\$ TBD

Discount rate as of beginning of year	2.19%	4.09%
Discount rate as of end of year	4.09%	TBD

Discussion of Discount Rates

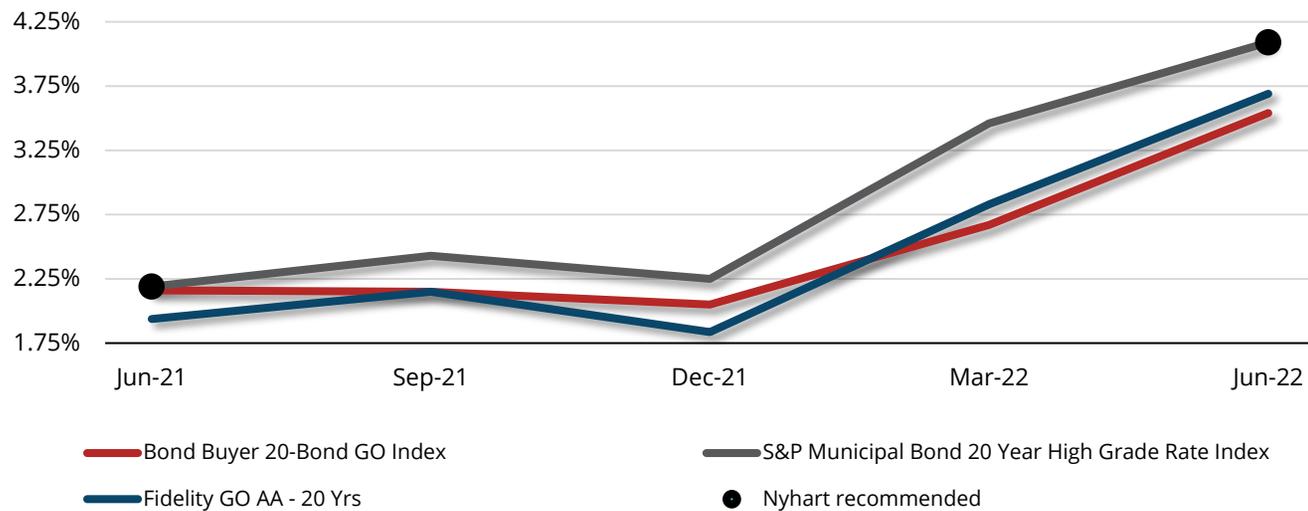
San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

Under GASB 75, the discount rate used in valuing OPEB liabilities for unfunded plans as of the Measurement Date must be based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA /Aa or higher (or equivalent quality on another rating scale).

For the current valuation, the discount rate was selected from the range of indices as shown in the table below, where the range is given as the spread between the lowest and highest rate shown.

	Bond Buyer Go 20-Bond Municipal Bond Index	S&P Municipal Bond 20-Year High Grade Rate Index	Fidelity 20-Year Go Municipal Bond Index	Bond Index Range	Actual Discount Rate Used
Yield as of June 30, 2021	2.16%	2.19%	1.94%	1.94% - 2.19%	2.19%
Yield as of June 30, 2022	3.54%	4.09%	3.69%	3.54% - 4.09%	4.09%

20-Year Municipal Bond Indices



Summary of Key Actuarial Assumptions

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

For a complete summary of actuarial methods and assumptions, refer to the GASB 75 actuarial valuation report for the fiscal year ending June 30, 2022.

Measurement Date

For fiscal year ending June 30, 2023, June 30, 2022 measurement date was used.

Actuarial Valuation Date

June 30, 2021 with results actuarially projected on a “no gain / no loss” basis to get to the June 30, 2022 measurement date. Liabilities as of June 30, 2021 are based on an actuarial valuation date of June 30, 2021.

Benefit Payments

OPEB plan benefit payments made subsequent the measurement date of June 30, 2022 are recognized as a deferred outflow of resources in the fiscal year ending June 30, 2023 financial reporting period. An offsetting cash credit adjustment for benefits paid during the fiscal year is made in the Plan Sponsor’s journal entries. This adjustment is not explicitly shown in the GASB 75 report. The OPEB benefit payments subsequent the measurement date of June 30, 2022 will be reflected in the Plan Sponsor’s Schedule of Changes in Net OPEB Liability disclosure in the FY 2023/24 reporting period.

Discount Rate

4.09% as of June 30, 2022 (for FY 2023) and 2.19% as of June 30, 2021 (for FY 2022) for accounting disclosure purposes

Refer to the Discussion of Discount Rates section for more information on selection of the discount rate.

The discount rate was chosen by the plan sponsor based on the information provided in the “Discussion of Discount Rates” section above.

Payroll Growth

2.80% per year

Inflation Rate

2.80% per year

The inflation rate is based on the current economic environment and future expectations.

Cost Method

Allocation of Actuarial Present Value of Future Benefits for services prior and after the Measurement Date was determined using Entry Age Normal Level % of Salary method where:

- Service Cost for each individual participant, payable from date of employment to date of retirement, is sufficient to pay for the participant’s benefit at retirement; and
- Annual Service Cost is a constant percentage of the participant’s salary that is assumed to increase according to the Payroll Growth.

Summary of Key Actuarial Assumptions

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

Health Care Trend Rates*

	Medical/Rx
2021/22	Actual
2022/23	6.75%
2023/24	6.50%
2024/25	6.25%
2025/26	6.00%
2026/27	5.75%
2027/28	5.50%
2028/29	5.25%
2029/30	5.00%
2030/31	4.75%
2031/32+	4.50%

The initial trend rate was based on experience data, national trend surveys, and professional judgment. The ultimate trend rate was selected based on historical medical CPI information.

Models

ProVal

Valuation software developed by Winklevoss Technologies, LLC. This software is widely used for the purpose of performing postretirement medical valuations. We coded the plan provisions, assumptions, methods and participant data summarized in this report, and reviewed the liability and cost outputs for reasonableness. We are not aware of any weakness or limitations in the software and have determined it is appropriate for performing this valuation.

CalPERS 2021 Aging Factors

Aging factors are used to develop per capita costs by age for plans with limited credible exposure to develop plan-specific factors. Aging factors used for this valuation are the CalPERS 2021 aging factors. We are not aware of any weakness or limitations in the factors and have determined they are appropriate for performing this valuation.

* Actual premium rate changes from 2021/22 to 2022/23 are reflected.

Actuary's Notes

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

There has been a plan change since the previous valuation for FYE June 30, 2022. The District now contributes the full premium for those in the Classified group effective July 1, 2022. This update led to a slight increase in liabilities.

Additionally, interim year valuation results have been projected from the prior year's valuation, with adjustments for:

1. Actual premium increases from 2021/22 to 2022/23. Making this change resulted in a decrease in liabilities.
2. Updating the discount rate from 2.19% as of June 30, 2021 to 4.09% as of June 30, 2022. See the Discussion of Discount Rate section for more information. Making this change resulted in significant decrease in liabilities.

Premium Rates

For its medical coverage, the District participates in the California Schools VEBA which is considered a community-rated plan. Premium rates may vary by coverage tier and Medicare eligibility. The following table summarizes the current monthly medical premiums which represent the full cost of coverage for the retiree. The District pays the cost of retiree only coverage for the plan in which the retiree is enrolled. All premiums are effective for the calendar year.

2022 Certificated	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 666.00	\$ 1,314.00
United Healthcare HMO Network 1	\$ 780.00	\$ 1,541.00
SIMNSA	\$ 252.00	\$ 441.00

2022 Classified and Management	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 681.00	\$ 1,345.00
United Healthcare HMO Network 1	\$ 779.00	\$ 1,539.00
SIMNSA	\$ 252.00	\$ 441.00

2023 Certificated	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 709.00	\$ 1,401.00
United Healthcare HMO Network 1	\$ 800.00	\$ 1,583.00
SIMNSA	\$ 269.00	\$ 471.00

2023 Classified and Management	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 726.00	\$ 1,436.00
United Healthcare HMO Network 1	\$ 800.00	\$ 1,583.00
SIMNSA	\$ 269.00	\$ 471.00

Actuary's Notes

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

Retiree Contribution Policy

Classified Employees

The District will pay for retiree medical coverage for the retiree only until the last day of the month in which the retiree attains age 65. The retiree pays 100% of the cost of any spouse and dependent coverage. Spouse and dependent coverage (except for COBRA) ceases upon the death of the retiree. The District does not provide any financial contribution for retiree medical coverage beyond age 65. Eligibility for retiree health coverage requires retirement on or after age 55 with at least 15 years of service with the District. The retiree pays 100% of the cost of coverage to continue Dental, Vision and life benefits.

For a complete summary of the retiree contribution policies for the rest of the groups, refer to the GASB 75 actuarial valuation report for the fiscal year ending June 30, 2022.

Appendix

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2023

Valuation Results Summary

Below is the summary of the GASB results for fiscal year ending June 30, 2023 based on the Entry Age Normal Level % of Pay cost method with a discount rate of 4.09%.

Present Value of Employer Contributions	Explicit	Implicit	Total
Active	\$ 13,993,233	\$ 11,781,877	\$ 25,775,110
Retirees	\$ 583,313	\$ 500,325	\$ 1,083,638
Total	\$ 14,576,546	\$ 12,282,202	\$ 26,858,748

Total (Accrued) OPEB Liability	Explicit	Implicit	Total
Active	\$ 8,393,577	\$ 7,067,137	\$ 15,460,714
Retirees	\$ 583,313	\$ 500,325	\$ 1,083,638
Total	\$ 8,976,890	\$ 7,567,462	\$ 16,544,352

Projected Employer Contributions	Explicit	Implicit	Total
2022/23	\$ 312,940	\$ 232,660	\$ 545,600
2023/24	\$ 367,898	\$ 285,662	\$ 653,560
2024/25	\$ 401,061	\$ 315,501	\$ 716,562
2025/26	\$ 504,950	\$ 402,506	\$ 907,456
2026/27	\$ 552,627	\$ 450,115	\$ 1,002,742
2027/28	\$ 573,155	\$ 474,180	\$ 1,047,335
2028/29	\$ 593,107	\$ 508,574	\$ 1,101,681
2029/30	\$ 657,882	\$ 564,566	\$ 1,222,448
2030/31	\$ 748,418	\$ 616,499	\$ 1,364,917
2031/32	\$ 794,427	\$ 656,016	\$ 1,450,443

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Human Resources
Glenn Heath,
Interim Executive Director

Informational
 Action

AGENDA ITEM: TEMPORARY MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR SUBSTITUTE/COACH FOR VARIOUS MANAGEMENT/ADMINISTRATIVE POSITIONS

BACKGROUND INFORMATION:

The Board of Trustees hereby offers Erin English an employment contract in the management position, Substitute/Coach for Various Management/Administrative Positions, effective as early as November 1, 2023. As a Substitute/Coach for Various Management/Administrative Positions, Ms. English will be responsible for performing the job duties of the assigned position.

RECOMMENDATION:

Approve the offer of employment contract for Erin English as Substitute/Coach for Various Management/Administrative Positions, effective as early as November 1, 2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$740.36/day
(Amount)

General
(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**

Erin English

6690 West Lilac Road
Bonsall, CA. 92003

The Board of Trustees hereby offer you employment as a Substitute/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 **\$740.36**
2. Your interim service in the above named position will begin as early as November 1, 2023. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.
3. As Substitute/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. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice within 30 days of beginning your employment with the District. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.
9. 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.

10. 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: _____
Erin English

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: TITLE I, PART A PARENT AND FAMILY ENGAGEMENT POLICY FOR ALL SCHOOLS FOR THE 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:

Each school served under Title I, Part A shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of ESSA Section 1116(c-f). Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school (ESSA Section 1116[b][1]).

Each school served with Title I, Part A funds shall do the following:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under Title I, Part A, and to explain the requirements of Title I, Part A, and the right of the parents to be involved.
2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provide und this part, transportation, childcare, or home visits, as such services relate to parental involvement.
3. Involve parents in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under Title I, Part A, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under Section 1114(b), except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
4. Provide parents of participating children:
 - Timely information about programs under Title I, Part A;
 - A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards; and
 - If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to such suggestions as soon as practicably possible;
5. If the schoolwide program plan under ESSA Section 1114(b) is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the LEA (ESSA Section 1116[c]).

To be in compliance with State guidelines pertaining to parent engagement, our schools need to annually approve the Parent and Family Engagement Policy.

RECOMMENDATION:

Approve the Title I, Part A Parent and Family Engagement Policy for the 2023-2024 school year for all school sites.

LCAP GOAL AND ACTION/SERVICE:

Goal #5: Parent Engagement ~ Increase parent engagement, involvement, and satisfaction with the educational process annually.

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



Title I School Parent and Family Engagement Policy
La Mirada Elementary School
2023-2024 School Year

La Mirada Elementary School, with parents and family members, was jointly developed, mutually agreed upon and distributed to, parents and family members of participating children in Title 1, Part A programs the following requirements as outlined in ESSA sections 1116(b) and (c):

- Parents and family members, of participating children in Title 1, Part A programs are involved in jointly developing, distributing to, a written school parent and family engagement policy mutually agreed upon by such parents for carrying out requirements as outlined in ESSA sections 1116(c) through (f) (ESSA Section 1116[b][1]).
- Parents and family members of participating children in Title 1, Part A programs, may amend the parent and family engagement policy that applies to all parents and family members, if necessary, to meet the requirements (ESSA Section 1116[b][2]).
- The San Ysidro School District has a district level parent level family engagement policy that applies to parents and family member in all schools served by the district, and the San Ysidro School District may amend the policy, if necessary to meet the requirements (ESSA Section 1116[b][3]).
- Parents and family members of children participating in Title 1, Part A, programs, can if they find the plan under ESSA Section 1112 is not satisfactory to the parents and family members, and the San Ysidro School District, shall submit the parent comments with the plan when the LEA submits the plan to the State (ESSA Section 1116[b][4]).
- La Mirada convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program. This annual meeting is held at the beginning of the school year. All parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I and to explain the requirements of Title I, and the right of the parents to be involved (ESSA Section 1116[c][1]).
- La Mirada offers parent engagement meetings at various times that are convenient to families, such as the morning and evenings and may provide Title 1, Part A, funds when applicable for transportation, childcare, or home visits, as such services relate to parent involvement (ESSA Section 1116[c][2]).
- La Mirada involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review*, and improvement of the school's Title I programs and the Title I, Part A, including the planning, review and improvement of the school parent and family engagement policy and the joint development of the Single Plan for Student Achievement. This takes place at a Monthly Principal Parent Meeting, ELAC Meetings and SSC Meetings (ESSA Section 1116[c][3]).
- La Mirada provides parents and family members of participating students of Title 1, Part A programs with timely information on the curriculum used at the school, the assessments used to measure student progress, and the achievement levels of the



KINDNESS IS OUR SUPERPOWER

WELL ROUNDED GLOBAL CITIZENS

- challenging State academic standards; and if requested by parents of Title I students, the school provides opportunities for regular meetings to formulate suggestions and to participate, as appropriate, and to respond to any such suggestions as soon as practicably possible in decisions relating to the education of their children. These meetings are held throughout the school year such as, Parent Orientation/Annual Title 1 Parent Meeting, Principal Parent Meetings, Student Study Team, School Site Council Meetings, English Language Advisory Committee, and/or Parent-Teacher Conferences. (ESSA Section 1116[c][4][A-C])
- If the school-wide program is not satisfactory to the parents of participating children, parents may submit any comments on the plan when the school makes the plan available to the local educational agency. (ESSA Section 1116[c][5])

La Mirada Elementary School has developed this written Title I Parent Engagement Policy with input from Title I parents in consultation with school personnel, community members, and parents; it was adopted on September 21, 2023 by the La Mirada Elementary School Site Council.

This policy will be distributed to parents of Title I students through email and made available on the school website: This policy will be provided in a language the parents can understand to the extent possible.

Laura English, La Mirada Principal

Laura English

Signature

September 21, 2023

Date



Title I School-Level Parent and Family Engagement Policy Ocean View Hills School 2023-2024

2.0 With approval from the local governing board, **Ocean View Hills School** has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4]) **Ocean View Hills School** will involve parents in the joint development of the Ocean View Hills School Local Education Agency (LEA) Plan by inviting parents of Title I students to participate in Local District Title I Parent Study Groups, in the District's Title I Focus Group, and in school level activities related to the SYSD LEA Plan, including program and budget development for categorical programs. **Ocean View Hills School** will involve parents in the activities of Title I schools, ensuring that schools listen responsively to parents, welcome them as partners, and provide leadership and learning opportunities to them. **Ocean View Hills School** will ensure that parents and family members are knowledgeable about school and District programs, engagement opportunities, student and school performance data, parents' rights and responsibilities, and how to support their children's education.

Parents meet at meetings, such as Coffee with the Principal, the English Learner Advisory Committee (ELAC), and the School Site Council (SSC). Parents were also emailed and asked for input on the Parent and Family Engagement Policy via Blackboard and Class Dojo. Two additional meetings will be held to discuss the School-Level Parent and Family Engagement Policy. In addition, this policy will be discussed with staff and will be asked to provide input on the School-Level Parent and Family Engagement Policy. At all these meetings, parents and teachers will be given the opportunity to participate in the development and revision of the policy. The policy will be uploaded on Ocean View Hills School's website.

2.1 Involvement of Parents in the Title I Program

The school-level parent and family engagement policy shall describe the means for how **Ocean View Hills School** shall carry out the following requirements: (20 U.S.C. § 6318[b][1])

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

Ocean View Hills School will hold an Annual Title I Meeting which will be scheduled early in the year and in the evening to inform parents of the Title I program. Parents are informed by Blackboard Connect, Class Dojo, and flyers.



c) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2])
The Principal of Ocean View Hills School will do outreach when it is the best time for parents. Ocean View Hills School will continue hosting Zoom Meetings for parents, in order to make them more accessible.

d) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

Ocean View Hills School involves parents in planning and reviewing the School Plan for Student Achievement. At least a week in advance the school will advertise these meetings by Blackboard, Class Dojo, flyers, and posting information on the school website.

e) The school provides parents of participating children with the following:

i. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

Ocean View Hills School will advertise meetings by Blackboard, Class Dojo, flyers, school postings, and the school website.

ii. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])

Ocean View Hills School will inform parents of the curriculum standards and school programs. This information is given by classroom teachers at parent meetings. Ocean View Hills School will explain and describe the curriculum and assessment methods used to measure student progress by:

- Passing out grade level standards to parents
- Providing explanation of standards at ELAC meetings
- Providing explanation of standards at Coffee with the Principal meetings
- Teachers provide explanations at Back to School Night, Open House, and parent conferences.

iii. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

Ocean View Hills School will hold regular ELAC and SSC meetings, Parent Workshops, and Coffee with the Principal meetings. Parents are informed by Blackboard, Class Dojo, and flyers on these opportunities to be involved in their child's learning.

f) If the schoolwide program (SWP) plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when



- g) the school makes the plan available to the local educational agency (LEA). (20 U.S.C. § 6318[c][5])

Parents can submit comments through the principal or SSC if they are not satisfied with the program. Those comments will be shared with the district.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A shall carry out the following requirements: (20 U.S.C. § 6318[e])

- a) The school provides assistance to parents of children served by the school or LEA, as appropriate, in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Parent workshops are centered around topics which include:

- Smarter Balanced Assessments and understanding the results
- Math
- Literacy
- ELPAC Testing and Reclassification
- Importance of Attendance
- Graduation Requirements
- How to Support Learning at Home
- Parent Portal
- Socio-Emotional Health

- b) The school provides materials and training to help parents work with their children to improve their children's achievement, as appropriate, to foster parental involvement. (20 U.S.C. § 6318[e][2])

In addition to our Parent Workshops, Ocean View Hills School also hosts Coffee with the Principal, STEM Night, Back to School, Open House and assemblies. They are hosted during the school day, evening, and Saturdays. These trainings are presented by school personnel and Local District experts. Handouts are disseminated to parents at these workshops. These sessions are designed to provide families a variety of strategies to partner with teachers in the education of their child.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

Parents are an integral part of the education of Ocean View Hills School and our



- e) teachers are trained and encouraged to form a partnership with our families. Regular contact is maintained through Class Dojo and phone calls, to keep parents informed of their child's progress. Many teachers utilize technology as a quick way
- f) to keep in touch with parents on a more regular basis. Class Dojo translates English messages to Spanish, making communication more accessible to parents. The Title I Coordinator, with the support of the Local District Parent Educator Coach will provide Professional Development to the school staff. All Professional Development occurs on Mondays.
- g) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
At Ocean View Hills School our Parent Center provides our community with information and support. Our parents participate in these parent workshops, in order to empower themselves. Ocean View Hills School will continue to support parents by hosting meetings on Zoom. In addition, parent workshops that are on Zoom will be recorded and placed on the school's website.
- h) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
Ocean View Hills School will ensure information is provided in a variety of methods to ensure parents are kept up to date with programs, meetings, and activities. Students are provided flyers and notices in English and Spanish. Utilizing social media has proven to be another effective method as parents are able to look at the school webpage for current information. In addition, Blackboard calls are bilingual. Translators if needed are provided at meetings: Coffee with the Principal, ELAC, Parent Conferences, and SSC.
- i) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
Ocean View Hills School will provide translation when needed. Handouts are provided in a language other than English when it is known.

2.3 Accessibility

In carrying out the parent and family engagement requirements of Title I, Part A, **Ocean View Hills School**, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended



by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

When known all information and meetings are bilingual to accommodate the needs of both our English and Spanish speaking families. Parent meetings are held in locations accessible to parents with disabilities. The school is wheelchair accessible.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the following requirements: (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Ocean View Hills School will provide Professional Development to staff, so high-quality curriculum and instruction is provided, so our student's meet California's academic standards. Parents will be welcomed and informed throughout the year on how to volunteer in their child's classroom. The school will provide workshops on how parents can support their child's learning. Staff will have ongoing Professional Development on how to develop partnerships with parents.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the following: (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

The school will conduct conferences available to all students and families in the Trimester 1, 2 and 3. During these conferences, student performance will be discussed and the elements of the compact that directly relate to student achievement.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

The school will issue progress reports at the midway point for each grading period. Further, the school will utilize Parent Conferences in order for parents and students to have access to their progress throughout the grading periods if



needed. At the end of each grading period, report cards will be issued to detail student progress.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

Parents have access to staff via email, phone calls, and Class Dojo. Parents may volunteer with our committees, PTA activities, and community activities. Parents may observe student activities such as festivals, performances, and Open House that are available at different points during the year.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

To further build ties between home and school, and support academic achievement for all students, effective two-way communication is emphasized. Whenever possible, information is communicated to parents in the language and form that they understand.

It may be helpful to include the parent and family engagement policy review in the annual review of the School Plan for Student Achievement.

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



GOVERNING BOARD

Rudy Lopez, President

Irene Lopez Clerk

Rosaleah Pallasigüe, Vice-President

Antonio Martinez, Member

Quality education and opportunity for all students to succeed

Title I School-Level Parent and Family Engagement Policy
Smythe Elementary School

SSC Approval Date: September 21, 2023

2.0 With approval from the local governing board, Smythe Elementary School has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4]) Smythe Elementary School will involve parents in the joint development of the Smythe Elementary School Local Education Agency (LEA) Plan by inviting parents of Title I students to participate in Local District Title I Parent Study Groups, in the District’s Title I Focus Group, and in school level activities related to the SYSD LEA Plan, including program and budget development for categorical programs. Smythe Elementary School will involve parents in the activities of Title I schools, ensuring that schools listen responsively to parents, welcome them as partners, and provide leadership and learning opportunities to them. Smythe Elementary School will ensure that parents and family members are knowledgeable about school and District programs, engagement opportunities, student and school performance data, parents’ rights and responsibilities, and how to support their children’s education.

Parents meet at meetings, such as Coffee with the Principal, the English Learner Advisory Committee (ELAC), and the School Site Council (SSC). Parents were also emailed and asked for input on the Parent and Family Engagement Policy via Blackboard and Class Dojo. Two additional meetings will be held to discuss the School-Level Parent and Family Engagement Policy. In addition, this policy will be discussed with staff and will be asked to provide input on the School-Level Parent and Family Engagement Policy. At all these meetings, parents and teachers will be given the opportunity to participate in the development and revision of the policy. The policy will be uploaded on Smythe Elementary School’s website.

2.1 Involvement of Parents in the Title I Program

The school-level parent and family engagement policy shall describe the means for how Smythe Elementary School shall carry out the following requirements: (20 U.S.C. § 6318[b][1])

- a. The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]) Smythe Elementary School will hold an Annual Title I Meeting which will be scheduled early in the year and in the evening to inform parents of the Title I program. Parents are informed by Blackboard Connect, Class Dojo, and flyers.

- b. The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2]) The Principal of Smythe Elementary School will do outreach when the best time is for parents. Smythe Elementary School will continue hosting Zoom Meetings for parents, in order to make them more accessible.

- c. The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
Smythe Elementary School involves parents in planning and reviewing the School Plan for Student Achievement. At least a week in advance the school will advertise these meetings by Blackboard, Class Dojo, flyers, and posting information on the school website.

- d. The school provides parents of participating children with the following:
 - . Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
Smythe Elementary School will advertise meetings by Blackboard, Class Dojo, flyers, school postings, and the school website.

 - i. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
Smythe Elementary School will inform parents of the curriculum standards and school programs. This information is given by classroom teachers at parent meetings. Smythe Elementary School will explain and describe the curriculum and assessment methods used to measure student progress by:
 - Passing out grade level standards to parents
 - Providing explanation of standards at ELAC meetings
 - Providing explanation of standards at Coffee with the Principal meetings



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- Teachers provide explanations at Back to School Night, Open House, and parent conferences.
- iii. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
Smythe Elementary School will hold regular ELAC and SSC meetings, Parent Workshops, and Coffee with the Principal meetings. Parents are informed by Blackboard, Class Dojo, and flyers on these opportunities to be involved in their child's learning.
- e. If the schoolwide program (SWP) plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency (LEA). (20 U.S.C. § 6318[c][5])
Parents can submit comments through the principal or SSC if they are not satisfied with the program. Those comments will be shared with the district.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A shall carry out the following requirements: (20 U.S.C. § 6318[e])

- The school provides assistance to parents of children served by the school or LEA, as appropriate, in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Parent workshops are centered around topics which include:

- Smarter Balanced Assessments and understanding the results
- Math
- Literacy
- ELPAC Testing and Reclassification
- Importance of Attendance
- Graduation Requirements
- How to Support Learning at Home
- Parent Portal
- Socio-Emotional Health
- b. The school provides materials and training to help parents work with their children to improve their children's achievement, as appropriate, to foster parental involvement. (20 U.S.C. § 6318[e][2])

In addition to our Parent Workshops, Smythe Elementary School also hosts Coffee with the Principal, Back to School, Open House and assemblies. They are hosted during the school day, evening, and Saturdays. These trainings are presented by school personnel and Local District experts. Handouts are disseminated to parents at these workshops. These sessions are designed to provide families a variety of strategies to partner with teachers in the education of their child.

- c. The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
Parents are an integral part of the education of Smythe Elementary School and our teachers are trained and encouraged to form a partnership with our families. Regular contact is maintained through Class Dojo and phone calls, to keep parents informed of their child's progress. Many teachers utilize technology as a quick way to keep in touch with parents on a more regular basis. Class Dojo translates English messages to Spanish, making communication more accessible to parents. The Principal will provide Professional Development to the school staff. All Professional Development occurs on Mondays.
- d. The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
At Smythe Elementary School our school website provides our community with information and support. Our parents participate in these parent workshops, in order to empower themselves. Smythe Elementary School will continue to support parents by hosting meetings on Zoom. In addition, parent workshops that are on Zoom will be recorded and placed on the school's website.
- e. The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
Smythe Elementary School will ensure information is provided in a variety of methods to ensure parents are kept up to date with programs, meetings, and activities. Students are provided flyers and notices in English and Spanish. Utilizing social media has proven to be another effective method as parents are able to look at the school webpage for current information. In addition, Blackboard calls are bilingual. Translators if needed are provided at meetings: Coffee with the Principal, ELAC, Parent Conferences, and SSC.



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- f. The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14]) Smythe Elementary School will provide translation when needed. Handouts are provided in a language other than English when it is known.

2.3 Accessibility

In carrying out the parent and family engagement requirements of Title I, Part A, Smythe Elementary School, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

When known all information and meetings are bilingual to accommodate the needs of both our English and Spanish speaking families. Parent meetings are held in locations accessible to parents with disabilities. The school is wheelchair accessible.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the following requirements: (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Smythe Elementary School will provide Professional Development to staff, so High-quality curriculum and instruction is provided, so our student's meet California's academic standards. Parents will be welcomed and informed throughout the year on how to volunteer in their child's classroom.

The school will provide workshops on how parents can support their child's learning. Staff will have ongoing Professional Development on how to develop partnerships with parents.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the following: (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
The school will conduct conferences available to all students and families in the Trimester 1, 2 and 3. During these conferences, student performance will be discussed and the elements of the compact that directly relate to student achievement.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
The school will issue progress reports at the midway point for each grading period. Further, the school will utilize Parent Conferences in order for parents and students to have access to their progress throughout the grading periods if needed. At the end of each grading period, report cards will be issued to detail student progress.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
Parents have access to staff via email, phone calls, and Class Dojo. Parents may volunteer with our committees, PTA activities, and community activities. Parents may observe student activities such as festivals, performances, and Open House that are available at different points during the year.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
To further build ties between home and school, and support academic achievement for all students, effective two-way communication is emphasized. Whenever possible, information is communicated to parents in the language and form that they understand.

**It may be helpful to include the parent and family engagement policy review in the annual review of the School Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services*



Title I –School-Level Parent and Family Engagement Policy
Sunset Elementary School
2023-2024

1.0 Introduction

With approval from the local governing board, Sunset Elementary with has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4]) The school involves parents of Title 1 students in an organized, ongoing, and timely way in the planning and reviewing of Parent and Family Engagement Policy through presentation in monthly parent-principal meeting and gaining feedback from parents to revise the policy, as needed. In order to gather adequate representation of parents and family members of children receiving Title I, the policy is presented to ELAC and School Site Council, and approved by the latter. After the San Ysidro School District Board approves the policy, the school distributes the policy by sending it home to parents and family members participating in the Title 1 program.

1.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1]) To involve parents and family members in the Title I program at Sunset Elementary School, the following practices have been established:

- a) Sunset Elementary School convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])
The school announces to all parents the Title 1 Meeting date and time in the evening to allow parents to make plans to attend, in a timely manner. During school closures, the school continues to hold the annual Title 1 meeting via Zoom to provide parents updates on how to continue their involvement in school decision-making and information regarding distance learning procedures.



- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2]) Sunset Elementary school provides opportunities, as practicable, for parents to assist meetings.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]) Sunset Elementary School parents and families have the opportunity to provide feedback in reviewing the Parent and Family Engagement Policy through presentations in monthly parent-principal meeting and parent advisory meetings.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A]) Title 1 School Designation, English Language Advisory Committee (ELAC), School Site Council Title 1 oversight and District Advisory Council.
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
Parent-Principal Meetings, Parent Institute (PIQE) and Parent Advisory Meetings
 3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
All meetings have a designated Open Forum time for parents' questions, comments or concerns. Parents and families are encouraged to participate in the Parent Advisory Meetings (ELAC, SSC, and DPAC)
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5]) The school provides the Educational Services Department with



feedback given by parents and families that may have concerns or questions about the policy.

1.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
To help reach these goals, the school has established the following practices, monthly parent meetings, School Site council meetings, ELAC meetings, New Student/Family Orientation meeting and Parent Institute (PIQE).
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
This information is shared with parents during Parent-Principal Meetings, Parent Workshops and Parent-Teacher Conferences in a format and language that parents can understand.
- c) Sunset Elementary School educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
This information is shared with staff members at monthly staff meetings and regular grade level meeting.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])



Parents are encouraged to attend workshops and take advantage of the resources of the San Ysidro School District Parent Center.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
All communication sent home to families in both in English and in Spanish, since most of our families consider Spanish their language of preference.
- f) Sunset Elementary School provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
Parents are encouraged to actively participate in volunteering in the classroom and other school activities.

1.3 Accessibility

Sunset Elementary School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])
This is done by providing all parents an open discussion forum for questions, comments or concerns in: monthly parent-principal meetings, School Site Council meetings and English Advisory Committee (ELAC) meetings.

1.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])



- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 Sunset will provide California state standards instruction to all students using state-adopted curriculum and the District's Gradual Release of Responsibility Instructional Design. The school will communicate with families about the state's academic standards and the school's standing regarding academic testing.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 - 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Sunset School's Title I, Part A School Parent and Family Engagement Policy was developed jointly and agreed on with parents and family members of children participating in Title I, Part A programs on November 16, 2020. The School will distribute the policy to all parents and family members of participating Title I, Part A students annually on or before December 31, 2021.

Name and Title of Authorized Official

Efrain Burciaga, Sunset Elementary Principal

Signature and Date of Authorized Official

E. Burciaga 9/21/2023



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Title I School-Level Parent and Family Engagement Policy
Willow School
September 14, 2023

2.0 With approval from the local governing board, Willow School has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4]) Willow School will involve parents in the joint development of the Willow School Local Education Agency (LEA) Plan by inviting parents of Title I students to participate in Local District Title I Parent Study Groups, in the District’s Title I Focus Group, and in school level activities related to the SYSD LEA Plan, including program and budget development for categorical programs. Willow School will involve parents in the activities of Title I schools, ensuring that schools listen responsively to parents, welcome them as partners, and provide leadership and learning opportunities to them. Willow School will ensure that parents and family members are knowledgeable about school and District programs, engagement opportunities, student and school performance data, parents’ rights and responsibilities, and how to support their children’s education.

Parents meet at meetings, such as Coffee with the Principal, the English Learner Advisory Committee (ELAC), and the School Site Council (SSC). Parents were also emailed and asked for input on the Parent and Family Engagement Policy via Blackboard and Class Dojo. Two additional meetings will be held to discuss the School-Level Parent and Family Engagement Policy. In addition, this policy will be discussed with staff and will be asked to provide input on the School-Level Parent and Family Engagement Policy. At all these meetings, parents and teachers will be given the opportunity to participate in the development and revision of the policy. The policy will be uploaded on Willow School’s website.

2.1 Involvement of Parents in the Title I Program

The school-level parent and family engagement policy shall describe the means for how Willow school shall carry out the following requirements: (20 U.S.C. § 6318[b][1])

- a. The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school’s participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]) Willow School will hold an Annual Title I Meeting which will be scheduled early in the year and in the evening to inform parents of the Title I program. Parents are informed by Blackboard Connect, Class Dojo, and flyers.

The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child

care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2]) The Principal and Title I Coordinator of Willow School will do outreach when is the best time for parents. Willow School will continue hosting Zoom and In-Person Meetings for parents, in order to make them more accessible

a. The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

Willow School involves parents in planning and reviewing the School Plan for Student Achievement. At least a week in advance the school will advertise these meetings by Blackboard, Class Dojo, flyers, and posting information on the school website.

b. The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
Willow School will advertise meetings by Blackboard, Class Dojo, flyers, school postings, and the school website.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
Willow School will inform parents of the curriculum standards and school programs. This information is given by classroom teachers at parent meetings. Willow School will explain and describe the curriculum and assessment methods used to measure student progress by:

- Passing out grade level standards to parents
- Providing explanation of standards at ELAC meetings
- Providing explanation of standards at Coffee with the Principal meetings
- Teachers provide explanations at Back to School Night, Open House, and parent conferences.

iii. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

Willow School will hold regular ELAC and SSC meetings, Parent Workshops, and Coffee with the Principal meetings. Parents are informed by Blackboard, Class Dojo, and flyers on these opportunities to be involved in their child's learning.

e. If the schoolwide program (SWP) plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency (LEA). (20 U.S.C. § 6318[c][5])
Parents can submit comments through the principal or SSC if they are not satisfied with the program. Those comments will be shared with the district.



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2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A shall carry out the following requirements: (20 U.S.C. § 6318[e])

a. The school provides assistance to parents of children served by the school or LEA, as appropriate, in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Parent workshops are centered around topics which include:

- Smarter Balanced Assessments and understanding the results
- Math
- Literacy
- ELPAC Testing and Reclassification
- Importance of Attendance
- Graduation Requirements
- How to Support Learning at Home
- Parent Portal
- Socio-Emotional Health

b. The school provides materials and training to help parents work with their children to improve their children's achievement, as appropriate, to foster parental involvement. (20 U.S.C. § 6318[e][2])
In addition to our Parent Workshops, Willow School also hosts Coffee with the Principal, Back to School, Open House and assemblies. They are hosted during the school day, evening, and Saturdays. These trainings are presented by school personnel and Local District experts. Handouts are disseminated to parents at these workshops. These sessions are designed to provide families a variety of strategies to partner with teachers in the education of their child.

a. The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

Parents are an integral part of the education of Willow School and our teachers are trained and encouraged to form a partnership with our families. Regular contact is maintained through Class Dojo and phone calls, to keep parents informed of their child's progress. Many teachers utilize technology as a quick way to keep in touch with parents on a more regular basis. Class Dojo translates English messages to Spanish, making communication more accessible to parents. The Principal will provide Professional Development to the school staff. All Professional Development occurs on Mondays and Tuesdays.

a. The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

At Willow School our school website provides our community with information and support. Our parents participate in these parent workshops, in order to empower themselves. Willow School will continue to support parents by hosting meetings on Zoom and in-person. In addition, parent workshops that are on Zoom will be recorded and placed on the school's website.

a. The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

Willow School will ensure information is provided in a variety of methods to ensure parents are kept up to date with programs, meetings, and activities. Students are provided flyers and notices in English and Spanish. Utilizing social media has proven to be another effective method as parents are able to look at the school webpage for current information. In addition, Blackboard calls are bilingual. Translators if needed are provided at meetings: Coffee with the Principal, ELAC, Parent Conferences, and SSC.

a. The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

Willow School will provide translation when needed. Handouts are provided in a language other than English when it is known.

2.3 Accessibility

In carrying out the parent and family engagement requirements of Title I, Part A, Willow School, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

When known all information and meetings are bilingual to accommodate the needs of both our English and Spanish speaking families. Parent meetings are held in locations accessible to parents with disabilities. The school is wheelchair accessible.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the following requirements: (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Willow School will provide Professional Development to staff, so high-quality curriculum and instruction is provided, so our student's meet California's academic standards. Parents will be welcomed and informed throughout the year on how to volunteer in their child's classroom.

The school will provide workshops on how parents can support their child's learning. Staff will have ongoing Professional Development on how to develop partnerships with parents.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the following: (20 U.S.C. § 6318[d][2])



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1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
The school will conduct conferences available to all students and families in the Trimester 1, 2 and 3. During these conferences, student performance will be discussed and the elements of the compact that directly relate to student achievement.
2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
The school will issue progress reports at the midway point for each grading period. Further, the school will utilize Parent Conferences in order for parents and students to have access to their progress throughout the grading periods if needed. At the end of each grading period, report cards will be issued to detail student progress.
3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
Parents have access to staff via email, phone calls, and Class Dojo. Parents may volunteer with our committees, PTA activities, and community activities. Parents may observe student activities such as festivals, performances, and Open House that are available at different points during the year.
4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
To further build ties between home and school, and support academic achievement for all students, effective two-way communication is emphasized. Whenever possible, information is communicated to parents in the language and form that they understand.

**It may be helpful to include the parent and family engagement policy review in the annual review of the School Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A service*



GOVERNING BOARD

Rosaleah Pallasigüe, President
Irene Lopez, Vice-President

Zenaida Rosario, Clerk
Rudy Lopez, Member
Antonio Martinez, Member

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Title I School-Level Parent and Family Engagement Policy
San Ysidro Middle School
SSC Approval Date: September 14, 2023

2.0 With approval from the local governing board, San Ysidro Middle School (SYMS) has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4]). San Ysidro Middle will involve parents in the joint development of the San Ysidro Middle Local Education Agency (LEA) Plan by inviting parents of Title I students to participate in District Title I Parent, in the District’s Title I Focus Group, and in school level activities related to the SYSD LEA Plan, including program and budget development for categorical programs. San Ysidro Middle will involve parents in the activities of Title I schools, ensuring that schools listen responsively to parents, welcome them as partners, and provide leadership and learning opportunities to them. San Ysidro Middle will ensure that parents and family members are knowledgeable about school and District programs, engagement opportunities, student and school performance data, parents’ rights and responsibilities, and how to support their children’s education.

Parents meet at meetings, such as Coffee with the Principal, the English Learner Advisory Committee (ELAC), and the School Site Council (SSC). This policy will be discussed with staff and will be asked to provide input on the School-Level Parent and Family Engagement Policy. At all these meetings, parents and teachers will be given the opportunity to participate in the development and revision of the policy. The policy will be uploaded on San Ysidro Middle School’s website.

2.1 Involvement of Parents in the Title I Program

The school-level parent and family engagement policy shall describe the means for how San Ysidro Middle School shall carry out the following requirements: (20 U.S.C. § 6318[b][1])

The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school’s participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]). San Ysidro Middle School will hold an Annual Title I Meeting which will be scheduled early in the year during our Back to School Night. Parents are informed by Blackboard and emails from classroom Teachers through Synergy, Google Classroom and/or Teacher Ease.

- a. The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide Title I funds, transportation, childcare, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2]. The principal and Title 1 Coordinator of San Ysidro Middle School will do outreach when the best time is for parents.
- b. The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school’s Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide

program plan. (20 U.S.C. § 6318[c][3]). San Ysidro Middle School involves parents in planning and reviewing the School Plan for Student Achievement during English Language Advisory Committee meetings, Coffee with the Principal and School Site Council. Meetings are advertised one week in advance using Blackboard, Google Classroom and/or Teacher Ease as well as posting this information on the school website.

- c. The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
San Ysidro Middle School holds a Title 1 meeting during Back to School Night.
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
San Ysidro Middle School will inform parents of the curriculum standards and school programs. This information is given by classroom teachers at parent meetings. San Ysidro Middle School will explain and describe the curriculum and assessment methods used to measure student progress by:
 - Passing out grade level standards to parents
 - Providing explanation of standards at English Language Advisory Committee meetings
 - Providing explanation of standards at Coffee with the Principal meetings
 - Teachers provide explanations at Back to School Night, Open House, and parent conferences.
 3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C]). San Ysidro Middle School will hold regular ELAC and SSC meetings, Parent Workshops, and Coffee with the Principal meetings. Parents are informed of these meetings using Blackboard, Google Classroom and Teacher Ease on these opportunities to be involved in their child's learning.
- d. If the schoolwide program (SWP) plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency (LEA). (20 U.S.C. § 6318[c][5]). Parents can submit comments to the principal or through the SSC if they are not satisfied with the program. Those comments will be shared with the district.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A shall carry out the following requirements: (20 U.S.C. § 6318[e])

- A. The school provides assistance to parents of children served by the school or LEA, as appropriate, in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1]).



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Parent workshops are centered around topics which include:

- Smarter Balanced Assessments and understanding the results
- Math
- Literacy
- ELPAC Testing and Reclassification
- Importance of Attendance
- Graduation Requirements
- How to Support Learning at Home
- ParentVUE
- Socio-Emotional Health

- B. The school provides materials and training to help parents work with their children to improve their children's achievement, as appropriate, to foster parental involvement. (20 U.S.C. § 6318[e][2]). In addition to our Parent Workshops, San Ysidro Middle School, also hosts Coffee with the Principal, Back to School Night, Open House and Assemblies. These events are held during the school day and evening. These trainings are presented by school personnel and Local District experts. Handouts are disseminated to parents at these workshops. These sessions are designed to provide families a variety of strategies to partner with teachers in the education of their child.
- C. The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3]). Parents are an integral part of the education of San Ysidro Middle School and our teachers are trained and encouraged to form a partnership with our families. Regular contact is maintained through teacher Ease, Google Classroom and phone calls, to keep parents informed of their child's progress. Many teachers utilize technology as a quick way to keep in touch with parents on a more regular basis. Blackboard translates English messages to Spanish and other languages as needed, making communication more accessible to parents. The Title I Coordinator, with the support of the Local District Parent Educator Coach will provide Professional Development to the school staff. Professional Development primarily occurs on Fridays or during Grade/Department Level Planning meetings.
- D. The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4]). San Ysidro Middle School families have the opportunity to participate at the District Parent Center which provides our community with information and support. San Ysidro Middle families also participate in parent workshops, in order to empower themselves. San Ysidro Middle School will continue to support parents by hosting meetings in person and/or Zoom.

- E. The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5]). San Ysidro Middle will ensure information is provided in a variety of methods to ensure parents are kept up to date with programs, meetings, and activities. Information is provided in English and Spanish. Utilizing social media has proven to be another effective method to relay information. Families are also able to look at the school webpage for current information. In addition, Blackboard calls can be sent in Spanish. Translators, if needed, are provided at meetings such as Coffee with the Principal, English Language Advisory Committee, Parent Conferences, and School Site Council.
- F. The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14]). San Ysidro will provide translation when needed. Handouts are provided in a language other than English when it is known.

2.3 Accessibility

In carrying out the parent and family engagement requirements of Title I, Part A, San Ysidro Middle School, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f]). When known all information and meetings are bilingual to accommodate the needs of both our English and Spanish speaking families. Parent meetings are held in locations accessible to parents with disabilities. The school is wheelchair accessible.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state’s high standards. The school-parent compact shall carry out the following requirements: (20 U.S.C. § 6318[d])

- a) Describe the school’s responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children’s learning; volunteering in their child’s classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1]). San Ysidro Middle School will provide Professional Development to staff to ensure that high-quality curriculum and instruction is provided, so our student’s meet California’s academic standards. Parents will be welcomed and informed throughout the year on how to become involved in their child’s education. The school will provide workshops on how parents can support their child’s learning. Staff will have ongoing Professional Development on how to develop partnerships with parents.



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- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the following: (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child’s achievement. (20 U.S.C. § 6318[d][2][A]). The school will conduct parent conferences available to all students and families during the First and Second Semester. During these conferences, student performance will be discussed and the elements of the compact that directly relate to student achievement.
 2. Frequent reports to parents on their children’s progress. (20 U.S.C. § 6318[d][2][B]) The school will issue progress reports at the midway point of each Semester for each grading period. Further, the school will utilize Parent Conferences in order for parents and students to have access to their progress throughout the grading periods, if needed. At the end of each Semester, report cards will be issued to detail each student’s academic performance.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child’s class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C]). Parents have access to staff via email, phone calls, and teacher Ease. Parents may volunteer with our committees and community activities. Parents may observe student activities such as performances, award assemblies, and Open House, which are available at different times during the year.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D]). To further build ties between home and school, and support academic achievement for all students, effective two-way communication is emphasized. Whenever possible, information is communicated to parents in the language and form that they understand.

It may be helpful to include the parent and family engagement policy review in the annual review of the School Plan for Student Achievement.

****The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school’s programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.**



Title I School-Level Parent and Family Engagement Policy
Vista Del Mar Middle School
2023-2024
Approved September 21, 2023

2.0 With approval from the local governing board, Vista Del Mar Middle School (VDM) has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b](1-4))

Vista Del Mar will involve parents in the joint development of the Vista Del Mar Local Education Agency (LEA) Plan by inviting parents of Title I students to participate in District Title I Parent, in the District's Title I Focus Group, and in school level activities related to the SYSD LEA Plan, including program and budget development for categorical programs. Vista Del Mar will involve parents in the activities of Title I schools, ensuring that schools listen responsively to parents, welcome them as partners, and provide leadership and learning opportunities to them. Vista Del Mar will ensure that parents and family members are knowledgeable about school and District programs, engagement opportunities, student and school performance data, parents' rights and responsibilities, and how to support their children's education.

Parents meet at meetings, such as Coffee with the Principal, the English Learner Advisory Committee (ELAC), and the School Site Council (SSC). This policy will be discussed with staff and will be asked to provide input on the School-Level Parent and Family Engagement Policy. At all these meetings, parents and teachers will be given the opportunity to participate in the development and revision of the policy. The policy will be uploaded on Vista Del Mar's website.

2.1 Involvement of Parents in the Title I Program

The School-Level Parent and Family Engagement policy shall describe the means for how Vista Del Mar Middle School shall carry out the following requirements: (20 U.S.C. § 6318[b](1))

The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c](1))

Vista Del Mar Middle School will hold an Annual Title I Meeting which will be scheduled early in the year during our Back to School Night. Parents are informed by Blackboard and emails from classroom Teachers through Synergy, Google Classroom and/or TeacherEase.

The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c](2))

Vista Del Mar Middle School will continue to offer hybrid meetings when needed, with an in-person and Zoom option for families, in order to make them more accessible.

The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the School Parent and Family Engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

Vista Del Mar Middle School involves parents in planning and reviewing the School Plan for Student Achievement during English Language Advisory Committee meetings, Coffee with the Principal and School Site Council. Meetings are advertised one week in advance using Blackboard, Peachjar, Google Classroom and/or TeacherEase as well as posting this information on the school website.

The school provides parents of participating children with the following:

- 1) Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
Vista Del Mar Middle School holds a Title 1 meeting during Back to School Night.
- 2) A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
Vista Del Mar Middle School will inform parents of the curriculum standards and school programs. This information is given by classroom teachers at parent meetings. Vista Del Mar Middle School will explain and describe the curriculum and assessment methods used to measure student progress by:
 - Passing out grade level standards to parents
 - Providing explanation of standards at English Language Advisory Committee meetings
 - Providing explanation of standards at Coffee with the Principal meetings
 - Teachers provide explanations at Back to School Night, Open House, and parent conferences.
- 3) If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
Vista Del Mar Middle School will hold regular ELAC and SSC meetings, Parent Workshops, Fall and Spring Teacher Conferences and Coffee with the Principal meetings. Parents are informed of these meetings using Blackboard, Peachjar, Google Classroom and TeacherEase on these opportunities to be involved in their child's learning. Parents can also request a conference with a teacher at any time.

If the schoolwide program (SWP) plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency (LEA). (20 U.S.C. § 6318[c][5])

Parents can submit comments to the principal or through the SSC if they are not satisfied with the program. Those comments will be shared with the district.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A shall carry out the following requirements: (20 U.S.C. § 6318[e])

- A. The school provides assistance to parents of children served by the school or LEA, as appropriate, in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
- Parent workshops are centered around topics which include:
- Smarter Balanced Assessments and understanding the results
 - Math
 - Literacy
 - ELPAC Testing and Reclassification
 - Importance of Attendance
 - Graduation Requirements
 - How to Support Learning at Home
 - ParentVUE
 - Socio-Emotional Health
- B. The school provides materials and training to help parents work with their children to improve their children's achievement, as appropriate, to foster parental involvement. (20 U.S.C. § 6318[e][2])
- In addition to our Parent Workshops, Vista Del Mar Middle School, also hosts Coffee with the Principal, Back to School Night, Open House and Assemblies. These events are held during the school day and evening. These trainings are presented by school personnel and Local District experts. Handouts are disseminated to parents at these workshops. These sessions are designed to provide families a variety of strategies to partner with teachers in the education of their child.
- C. The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- Parents are an integral part of the education of Vista Del Mar Middle School and our teachers are trained and encouraged to form a partnership with our families. Regular contact is maintained through TeacherEase, Google Classroom and phone calls, to keep parents informed of their child's progress. Many teachers utilize technology as a quick way to keep in touch with parents on a more regular basis. Blackboard translates English messages to Spanish and other languages as needed, making communication more accessible to parents. The Title I Coordinator, with the support of the Local District Parent Educator Coach will provide Professional Development to the school staff. Professional Development primarily occurs on Fridays or during Grade/Department Level Planning meetings.
- D. The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, that

encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

Vista Del Mar families have the opportunity to participate at the District Parent Center which provides our community with information and support. Vista Del Mar families also participate in parent workshops in order to empower themselves. Vista Del Mar Middle School will continue to support parents by hosting meetings in person and/or by Zoom.

- E. The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

VDM will ensure information is provided in a variety of methods to ensure parents are kept up to date with programs, meetings, and activities. Information is provided in English and Spanish. Utilizing social media has proven to be another effective method to relay information. Families are also able to look at the school webpage for current information. In addition, Blackboard calls can be sent in Spanish. Translators, if needed, are provided at meetings such as Coffee with the Principal, English Language Advisory Committee, Parent Conferences, and School Site Council.

- F. The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

VDM will provide translation when needed. Handouts are provided in a language other than English when it is known.

2.3 Accessibility

In carrying out the parent and family engagement requirements of Title I, Part A, Vista Del Mar Middle School, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

When known all information and meetings are bilingual to accommodate the needs of both our English and Spanish speaking families. Parent meetings are held in locations accessible to parents with disabilities. The school is wheelchair accessible. Additional accommodations can be made upon request.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the following requirements: (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their

child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
Vista Del Mar Middle School will provide Professional Development to staff to ensure that high-quality curriculum and instruction is provided, so our student's meet California's academic standards. Parents will be welcomed and informed throughout the year on how to become involved in their child's education. The school will provide workshops on how parents can support their child's learning. Staff will have ongoing Professional Development on how to develop partnerships with parents.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the following: (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
The school will conduct parent conferences available to all students and families during the First and Second Semester. During these conferences, student performance will be discussed and the elements of the compact that directly relate to student achievement.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
The school will issue progress reports at the midway point of each Semester for each grading period. Further, the school will utilize Parent Conferences in order for parents and students to have access to their progress throughout the grading periods, if needed. At the end of each Semester, report cards will be issued to detail each student's academic performance.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
Parents have access to staff via email, phone calls, and TeacherEase. Parents may volunteer with our committees and community activities. Parents may observe student activities such as performances, award assemblies, and Open House, which are available at different times during the year.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
To further build ties between home and school, and support academic achievement for all students, effective two-way communication is emphasized. Whenever possible, information is communicated to parents in the language and form that they understand.

It may be helpful to include the parent and family engagement policy review in the annual review of the School Plan for Student Achievement.

*****The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.***

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: SCHOOL PLAN FOR STUDENT ACHIEVEMENT (SPSA) FOR THE
2023-2024 SCHOOL YEAR - SMYTHE

BACKGROUND INFORMATION:

The School Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive State and Federal or other applicable funding through the District's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.

RECOMMENDATION:

Approve the 2023-2024 School Plan for Student Achievement for Smythe Elementary School.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Goal 2: English Language and Academic Language Development ~ Goal 3 Student Engagement and School Culture ~ Goal 4: Social Emotional Well-Being and Mental Health ~ Goal 5: Parent Engagement

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



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

School Plan for Student Achievement (SPSA) 2023-24



Smythe Elementary

October 19, 2023



School Plan for Student Achievement (SPSA)

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Smythe Elementary	37683796085146	09/21/2023	10/19/2023

Purpose

(Only required for CSI, TSI, or ATSI campuses) Briefly describe the purpose of this plan.

The Smythe Single Plan for Student Achievement (SPSA) will ensure all stakeholders maximize the action plan strategies to monitor and positively increase; student achievement (Goal 1), English Language Proficiency (Goal 2), Safety, Climate and Student Engagement (Goal 3), Social Emotional Skills (Goal 4) and Parent Engagement (Goal 5).

Description

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

San Ysidro School District's mission is to provide quality education and opportunity for ALL students to succeed. Therefore, we are committed to providing each of our students with a supportive learning environment for all of our students, including our students with disabilities to be successful. The LCAP aligns with the 8 state priorities and will comprise five goals – 1) Student Achievement 2) English Language Proficiency 3) Safety, Climate, and Student Engagement, 4) Social-Emotional Skills, and 5) Parent Engagement.

Based on the input of our educational partners, best practices, and data analysis, Local Control Funding will be allocated towards providing basic services necessary for the day-to-day running of the school district, as well as enhancing the educational experience for our students. In response to feedback from our educational partners and data analysis, we will continue to focus on student interventions and support for academic success, and include a goal for supporting the area of English language proficiency. Additionally, we will continue our focus on parent engagement and communication, positive school environments through our PBIS model and multi-tiered system of support for student engagement and attendance, as well as support for the social-emotional and wellbeing needs of our students through a multitiered approach.

Based on data collected and analyzed during the 2022-23 school year, as well as the input from our educational partners that were gathered at community feedback forums hosted by each school site, management feedback meetings, DPAC/DELAC overview and feedback meetings, staff feedback meetings, survey data, student feedback meetings, and the Differentiated Assistance process, our 2021-24 LCAP will focus on:

1. Support for student learning through interventions to accelerate learning and mitigate learning loss. To that end, we will focus on the implementation of our Instructional Design and model of continuous improvement through the refinement and support of our systems. A key feature of this system is Science and Physical Education (PE) team, who will continue to provide high quality enrichment with integrated ELD through Project Lead the Way (PLTW) grade level modules and SPARKS PE to students during teacher and site admin Data Reflection Sessions and teacher planning time. (Goal 1; Action 6). Additionally, we will push in supports that include instructional aides to deliver and support with targeted interventions supports for core instruction (Goal 1; Actions 15 & 19), as well as increase the instructional day to allow expanded learning and enrichment to accelerate learning and increase student engagement (Goal 1; Action 20 & Goal 3; Action 8)
2. Increase professional learning with a focus on English language proficiency to include follow-up planning and implementation coaching supported by our Resource Teachers (Goal 1; Action 12). The implementation of professional learning, guided planning, and instructional coaching will serve to support the needs of all students and accelerate academic growth for English learners, socioeconomically disadvantaged students, and students with disabilities.
3. Focus on the expansion of the Positive Behavior Intervention Supports (PBIS) program that is implemented throughout the district in alignment with the existing Positive Discipline Plan to support school staff, as well as to teach and reinforce appropriate behaviors at school. This will include supports for PBIS teams to refine and expand the program at each of our school sites and positively impact student engagement and well being for all students, which serves as part of our system of support for chronically absent students, including English learners, socioeconomically disadvantaged students, homeless students and students with disabilities. (Goal 3; Action 7)
4. Expand student support services by leveraging wrap-around and full community school services to promote student and family engagement. We will continue the implementation of the social-emotional learning curriculum at all grades through additional training on restorative practices and social-emotional learning. To further support the growth and refinement of this implementation we will use social workers to support the building of capacity among staff and to support the mental health needs of students through a multitiered approach to social-emotional wellbeing (Goal 4; Action 1).

5. Increase workshops/classes at the Community Parent Center and on each school site. Include a selection of workshops/classes that support the variety of needs of our families based on our different student groups throughout the year. Additionally, work with school sites and district staff to create positive school events that bring families to schools for positive learning experiences. (Goal 5; Action).

The San Ysidro School District serves a diverse student population including many students from high needs student groups, such as students with disabilities, English learners, and students from socioeconomically disadvantaged, homeless or foster families. Within the LCAP there are actions and services specific to these student groups including, but are not limited to, professional development and instructional coaching for teachers, supplemental and intervention materials, push-in support for struggling readers and struggling math students, and the continuation of restorative practices with a focus on social emotional wellbeing.

Engaging Educational Partners

The San Ysidro School District prioritizes the engagement and feedback of our educational partners in the creation of the district plan. In preparation for the drafting of the LCAP goals, actions, and services for the 2022-2023 LCAP, the district created surveys to monitor feedback from educational partners including parents/guardians, students, staff, and management on the needs of students. These ongoing surveys were part of the information that was gathered from our educational partners to inform the plan to support students through our Local Control Accountability Plan (LCAP) for the upcoming year.

The Executive Director of Educational Services met with administrators to review the goals from the last LCAP cycle and gather feedback to inform the LCAP actions and services for the 2022-23 cycle. School site principals held community feedback forums as part of their "Coffee with the Principal" meetings, and with school site parent groups including parents of students with disabilities and unduplicated students and site staff to present the LCAP overview and soliciting feedback in building the plan for the upcoming LCAP cycle. Students at school sites were included as part of the group whose feedback was gathered to create the plan, through a group of school representatives from every school site. To gather additional feedback, in April 2021, the district posted an online survey through Google Forms and solicited input from the same educational partners as well as community members. Members of the Educational Services Department reviewed all of the data that was gathered throughout the year and including the data that was collected from February - May to identify the supplemental and instructional strategies that the district would implement to support student growth both academically and in regards to social emotional well being.

The district engaged in Differentiated Assistance(DA) workgroup focused on Chronic Absenteeism through SDCOE's ICAN Network, which included district classified, certificated, administrative staff, and county support for evaluating data on chronic absenteeism for all students including students with disabilities, this work also supported the development of the LCAP as we analyzed data and worked to determine actions and services to better support this student group in these identified areas.

Through the analysis of the data that was gathered from feedback the district identified an emphasis on the need to provide the following types of services: intervention for students, additional support for English language development, enrichments programs (eg. sports programs, STEM, arts, music, etc.), mental health supports, continued support for technology, learning opportunities for parents/guardians to better support their children, and the continued implementation of communication strategies as well as health and safety practices. The San Ysidro School District has implemented this feedback in the supports and services that we are prioritizing in the creation of this plan.

In order to gather additional feedback and input to inform the final draft of the 2023-24 LCAP, the drafted plan was reviewed with:

DELAC(District English Learner Advisory Committee) - April

DPAC (District Parent Advisory Committee) - April

CSEA (Classified Bargaining Unit): May

SYEA (Certificated Bargaining Unit): May

Governing Board approval - October, 2023 (TBD)

The feedback from our educational partners impacted the formation of goals and the creation of actions and services to support the attainment of these goals. In the examination of the input and feedback the following themes emerged:

1. Academic Intervention Support before, during, and after school
2. Continue with Technology Implementation; including Educational Technology Programs & Professional Learning
3. DUAL Language & Integrated ELD in all subject areas
3. Social Emotional/Mental Health Staff to support student needs
4. Support Staff for Safety (Security, Supervision, Mental Health Staff)
5. Provide Extracurricular Activities-Pathways: After School & Intersession Enrichment (VAPA, STEAM, Sports, Career/College, Language)

6. Variety of Communication with Families & Parent Learning Opportunities

In creating the LCAP goals, the district worked to align the state priorities with the identified needs of the district. Each of the goals that has been written for the LCAP includes actions and services that are reflective of the input that our educational partners shared.

The first goal which focuses on academic achievement includes an equity lens by calling out specific student groups that need to accelerate their learning in order to mitigate the achievement gap to truly provide equity for all of our student groups. This goal includes actions and services that are a direct result of the educational partner input, including focusing on the technology plan which includes the support of 100% digital access for all students and professional learning to increase technology use, as well as interventions for students that are embedded in the instructional day and in expanded learning opportunities before and after school.

The second goal focuses on English language and academic language development with an emphasis on supporting English learners to meet annual progress goals and reclassify in 5 years, and is a direct result of feedback from our educational partners. This goal will be supported by actions and services that are focused on language acquisition strategies for all learners, including students with disabilities. The district will focus on English and Academic language development with the implementation of professional learning for staff and coaching support for implementation. As well as the revision of the EL master plan to ensure alignment with the EL Roadmap and the clear vision for our language acquisition models.

The third goal focuses on school culture and student engagement. This goal will embed educational partner input in actions and services that call for the strengthening of social emotional supports for students, the refinement and support of Positive Behavior Intervention Strategies (PBIS), and the emphasis on sports and enrichment opportunities to support the building of culture and community on our school sites. This focus on school culture and student engagement will support student attendance, for all students including unduplicated students, students with disabilities, and homeless students by building a positive welcoming school environment, which includes the implementation of a multi-tiered system of support for student engagement.

The district's fourth goal is a direct result of educational partner input that calls out the need to have mental health support for students. This goal focuses on the development of social emotional learning and wellbeing with additional support when needed. For this goal we have created actions and services that include the hiring of social workers to support the Tier I implementation of the district's social emotional curriculum, as well as to provide Tier II supports like groups and 1:1 support for students who need additional support.

The last goal is focused on parent engagement and we had input that asked us to continue the communication that we were already doing in terms of being proactive in our communication to families. Additionally, we will incorporate different means of communication and provide learning opportunities for our families around the topics of student academic support, language acquisition, enrichment/sports opportunities, technology, and mental health supports to help inform the workshop and activities that we host and engage our families in so that students and families will feel equally engaged in the focus of the district as we move all of our students forward.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

Stakeholder feedback indicates that there are large inequities still resulting from the COVID19 pandemic. Many students did not thrive in the distance learning setting. This could be for several factors:

1. Inequities in access to robust internet connectivity
2. Relocation due to employment loss
3. Absence of a care giver who could monitor online learning. This was particularly apparent in the primary grades
4. Mental health concerns as a result of the pandemic

Comprehensive Needs Assessment Process

Comprehensive Needs Assessment Process Summary

The English Language Advisory Committee (ELAC) and School Site Council (SSC) meets regularly to develop and make recommendations for the campus improvement plan.

September 16 2021

October 21 2021

November 18 2021

January 20 2022

February 17 2022

March 17 2022

May 19 2022

June 2 2022

Staffing and Professional Development

Staffing and Professional Development Summary

During formal/ informal observations the site administrator monitors the implementation of the California Common Core Standards and provides feedback to teachers.

Classroom observations may be formal or informal and are conducted weekly for different purposes . Formal observations are part of the evaluation process, they may be scheduled or unannounced, and may last from 20 -30 minutes with follow up feedback. Informal observations or walk- throughs are short 5-10 minutes visits with immediate feedback. The purpose of informal observations is to monitor instruction, and to provide assistance to teachers with the goal of student success.

As a result of the walkthroughs and formal observations the following evidence was found:

*CCSS are being implemented and a greater percentage of students are engaged in the lessons.

*Evidence of the Tier 1 SEL Curriculum "Second Step" is followed.

*Routines and procedures allow for instructional time to be used efficiently in most classrooms.

*Teacher collaboration is evident in the classrooms as classrooms activities and lessons are the same per grade levels.

*There is evidence of both vertical and horizontal alignment along with the five dimensions of teaching--purpose, student engagement, curriculum development, assessment, and engaging classroom environments.

*There is evidence of adherence to district adopted instructional matrices in both English Language Arts and Math. The administrators look at the Dimensions of Teaching and Learning, and adherence to the District adopted Instructional Design Model.

*Strategies to support English Language Learners are becoming more widespread. Examples include, but are not limited to: Academic vocabulary instruction, sentence frames, multi leveled questioning strategies, and maximizing opportunities for oral language production.

100% of Smythe teachers meet the requirements for highly qualified staff.

The curriculum used at Smythe is a combination of the SBE-and district adopted materials in all core subject areas.

Staff development has been 100% aligned to the Common Core Standards adopted by the state of California. Assessments were created based on Common Core Standards Matrices.in Language Arts and Mathematics. The 2021- 2022 professional development aligns to the achievement of English Language Learners

District leads or resource teachers have been assigned to Smythe to support various grade levels and teachers in the implementation of the Common Core Standards

Teacher collaboration takes place in various ways; twice a month planning, and data reflection meetings after common district assessments are scored. The result of the data reflection meeting is a set of instructional agreements that teacher make to help move students towards grade level.

Staffing and Professional Development Strengths

Staff development has been 100% aligned to the Common Core Standards adopted by the state of California. Assessments were created based on Common Core Standards Matrices.in Language Arts and Mathematics. The 2021-2022 professional development aligns to the achievement of English Language Learners

Teacher collaboration takes place in various ways; twice a month planning, and data reflection meetings after common district assessments are scored. The result of the data reflection meeting is a set of instructional agreements that teacher make to help move students towards grade level.

Needs Statements Identifying Staffing and Professional Development Needs

Needs Statement 1: Smythe teachers need access to instructional planning time, using assessment data analysis and instructional strategies that are relevant to the needs of our student population. **Root Cause/Why:** All Students will strongly benefit from data-based intervention to meet their instructional needs and intentional focus.

Needs Statement 2: Staff professional development to improve the effectiveness of integrated and designated ELD instruction (Vocabulary, student discourse, writing) **Root Cause/Why:** Build teacher capacity to understand and implement ELD standards, curriculum and best instructional practices for English Learners.

Teaching and Learning

Teaching and Learning Summary

Both the results of the CASPP and our district common assessments are used to set SMART goals. The results of the assessments are used to inform the instruction and the instructional design within the context of the district adopted matrices of standards. We have 4 common assessments in both ELA and Mathematics.

Results from district CCS benchmark assessments will be used during grade level data reflection meetings as well as individual student monitor meetings with the principal. The purpose of these meetings is for teachers to collaborate in order to make modifications to instruction to better meet the academic needs of our students. These meetings also provide a structure to focus on curriculum, instruction, and student learning.

Instruction and materials are aligned to the Common Core Standards. Teachers participate in the development of Instructional matrices in English Language Arts and Math. The instructional matrices align with district benchmark assessments given after every unit of instruction. The Data Review Sessions and the administrative walkthroughs focus on the instructional design implementation.

1st through 6th grade have a 2 hour English Language Arts block, 45 minutes of designated ELD time for ELL's and 60 minutes of math instruction. Kinder has an hour and a half Language Arts period, 30 minutes ELD for ELL's, and 40 minutes of Math

Our lesson design and pacing will be determined by the assessment matrix created by our teachers district wide. Based on each Unit Benchmark Assessments, teachers will make necessary adjustments with lesson pacing based on the agreements made during data reflection meetings.

We will continue to use our district adopted materials in English, Language Arts, Math, Social Science, and Science with the support of Common Core supplementary materials recommended by teachers and Educational Services to adapt our instruction to the new Common Core Standards.

Every student at Smythe has access to SBE-adopted core materials, including intervention materials.

During instructional time teachers will assess learning ,and will differentiate instruction accordingly. Small flex groups will enable students to access the core. After school interventions, as well as support in class by teacher on special assignment are in place to support under performing students.

Best Practices, small group instruction, student collaboration, gradual release of responsibility, active student engagement.

Conclusions based on data -

- Smythe School and the San Ysidro School District is experiencing declining enrollment.
- Smythe School has a Hispanic/Latino population of 98.44% of students.
- Based on being a K-3 school in 2016-2017 the percentage of reclassified English proficient students has remained below 5% for the past 3 years.
- Smythe implemented intervention classes and provided instructional aide to provide support for English Learners.

CAASPP Results ELA/Literacy -

- In 2017-2018 24.12% students met proficiency standards
- Reading proficiency continues to be an area that needs focused attention with 54.81% of students performing below the standard.
- Writing proficiency continues to be an area that needs focused attention with 48.53% of students performing below the standard.

CAASPP Results Math -

- In 2017-2018 34.04% of students met or exceeded Math standards on the CAASPP.
- In 2017-2018 57.65% of students scored at or near, or above standards in the area of Concepts and Procedures on the CAASPP.
- In 2017-2018 51.77% of students scored at or near, or above standards in the area of Communicating Reasoning on the CAASPP.

ELPAC Results -

- Strategies that address the needs of Long Term English Learners are needed.

Overall Performance for All students

- The suspension rate for all student subgroups is at 3.6% red (Lowest performance).
- Smythe English Learner Progress was reported yellow-low at 60.5% with an increase of +4.3%.
- Smythe ELA was reported yellow-low at 66.1 points below level 3 with an increase of +8.3 points. Mathematics was reported yellow-low at 36.6 points below 3 with an increase +8.1 points.

Academic Performance ELA -

- For the 2016-17 academic year the status for English Language Arts for all students showed a low status of 66.1 points below level 3 with an increase of +3.9 points.
- The homeless populations showed low performance with a low status of 54.4 points below level 3 and an increase of +12.8 points from previous year.
- The Fall 2017 report showed very low status for English Learner Only students with 84 points below level 3 and maintained +1.9 points from the previous year.

Academic Performance Math -

- The overall Mathematics performance for Smythe school was yellow-low 33.7% points below level 3 with an increase of +7.8 points.
- The students with disabilities population performed at a very low 108.5 points below level 3 with an increase of +3.2 points.

Academic Performance English Learner Progress -

- The 2018 English Learner Progress Dashboard indicates that 33.8% of the ELL are in Level 3
- Implementation of small group instruction and instructional aides during guided centers will provide additional support for EL students population to increase English Learner Progress.
- Smythe School ELA is yellow-low at 66.1 points below level 3 with and increase of +8.3 points. Mathematics is yellow-low 36.6 points below level 3 with and increase of +8.1 points.

Academic Engagement Chronic Absenteeism -

- Smythe has a very high student absentee Rate. Resource allocations are given for parent education. Promise Neighborhoods will assist in improving student attendance efforts.
- The chronically absent rate is 17.8%

Conditions & Climate Suspension Rate -

- The suspension rate for all students at Smythe has declined to 2.6%.
- Foster Youth suspension rate was reported at very high with 30.8% and increased significantly +30.8%.
- Smythe School goal for the 2020-2021 school year academic school year is to reduce the % of suspensions in all subgroups by 5% or greater.

Teaching and Learning Strengths

Smythe teachers strive to adhere to the 5 dimensions of teaching and learning:

The 5D instructional framework provides a common language of instruction that defines teaching and learning along five dimensions: **purpose, student engagement, curriculum and pedagogy, assessment for student learning, and classroom environment and culture**

Needs Statements Identifying Teaching and Learning Needs

Needs Statement 1 (Prioritized): To use common assessments in ELA and Math to track student progress to proficiency. **Root Cause/Why:** Reflect, reteach and review student progress to ensure understanding and progress in literacy and numeracy

Needs Statement 2 (Prioritized): There were only six students who re classified in the 2020-2021 school year. There are currently 5 Long Term English Learners ELL students make up for 77.5% of the Smythe school enrollment. **Root Cause/Why:** Need for intentional interventions in decoding and early literacy

Parental Engagement

Parental Engagement Summary

Parenting classes, parent meetings, teacher conferences are among some of the resources available at Smythe to support parents to help their students. Parent classes are held weekly with the support of the Promise Neighborhoods grant. Feedback and family dialogue is encouraged. Resources are allocated for the weekly parent trainings in the parent center as well as for attendance at parent trainings given in the region—i.e. Mini Cabe and Ninth District PTA trainings. Smythe school is a part of the Promise Neighborhood Catchment Area and we are able to partner with Casa Familiar, South Bay Community Services, San Ysidro Health Clinic and A Reason to Survive Arts program.

Parental Engagement Strengths

The COVID 19 pandemic afforded new and innovative ways to engage parents and families using virtual formats. Data showed that parent participation actually increased because parents were able to connect and view presentations outside of work hours. The school created a YouTube channel and the "Univrersidad de Padrese" hosted a series of topics related to student academics and social emotional learning.

Needs Statements Identifying Parental Engagement Needs

Needs Statement 1 (Prioritized): Anecdotal records and parent surveys indicate a great need for parent education, training, and empowerment in innovative ways such as virtual learning. **Root Cause/Why:** Parents are often times unable to attend trainings and school activities because of work obligations

School Culture and Climate

School Culture and Climate Summary

Smythe teachers participate in Data Review Sessions at the end of each unit of instruction in English Language Arts and Mathematics. Teachers set goals based on student results and the results drives the instructions. Student achievement data are regularly shared in Title 1 Meetings, and in all community stakeholder groups--School Site Council, ELAC, and PTA. All stakeholders look at parent surveys, student achievement and hear comments regarding student achievement.

School Culture and Climate Strengths

The Smythe Chronic Absenteeism intervention team (ICAN) focused on improving campus climate and reducing chronic absenteeism. The systematic review of data informed the implementation of strategies to give targeted assistance to the students who are chronically absent.

Needs Statements Identifying School Culture and Climate Needs

Needs Statement 1 (Prioritized): California Healthy Kids Survey and Suspension Data support full implementation of PBIS with the district adopted Social Emotional Learning Curriculum Second Step. Chronic absenteeism persists. **Root Cause/Why:** While the school continues to implement and refine PBIS practices, many families are not sending students to school. Often time family dynamics and priorities dictate school attendance. Many of our families were forced to re locate due to economic uncertainties.

Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

LCAP Goal

Improve student achievement for all students and accelerate student learning increases for English learners and students with disabilities.

Goal 1.1

All students grades K-6th will improve annually in all content areas as measured by assessment data such as state assessments (i.e. SBAC/CAASPP) and district assessments (i.e. district common assessments in English Language Arts and Math.)

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
CAASPP ELA	California Dashboard ELA Indicators 2022 SBAC - ELA Scale Score Points Distance From Standard ALL = 66.5 points BELOW Standard YELLOW EL = 71.7 points BELOW Standard YELLOW , SED = 90.2 points BELOW Standard YELLOW SWD = 95.2 points BELOW Standard YELLOW	Students
ELA Common Assessment 2022	ELA Common Assessment 2022 Students Scoring at Meets or Exceeds Standard GR K-2 ALL: 46% EL: 46% SWD: 28% GR 3-6 ALL: 22% EL: 14% SWD: 27%	Increase of 3-6% of students scoring in Benchmark/Challenge ranges.
Math Common Assessment 2022	Math Common Assessment 2022 Students Scoring at Meets or Exceeds Standard GR K-2 ALL: 78% EL: 77% SWD: 76% GR 3-6 ALL: 29% EL: 23% SWD: 29%	Increase of 3-6% of students scoring in Benchmark/Challenge ranges.
CAASPP MATH	2022 SBAC - Math Scale Score Points Distance From ALL = 47.3 points BELOW Standard YELLOW Increased + 6.9 points EL = 48.4 points BELOW Standard YELLOW Increased + 19.2 points SED = 51.5 points BELOW Standard YELLOW Increased + 13.9 points SWD = 91.7 points BELOW Standard	Students who meet or exceed standards will increase 3-6%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 1.1 At Smythe School we will ensure that lesson design and curriculum are aligned with the California Common Core State Standards for English Language Arts, and Math to meet the needs of all students

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 1.2 Data Reflection Meetings to analyze common assessments will provide an opportunity for teachers to share best practices and make agreements to guide instruction.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 1.3 Create School Interventions for struggling students, and Enrichment Clubs using instructional software provided by SYSD/ Support Release time for individual student assessments

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$50,000	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 1.4 Push In Intervention provided by Instructional Aides during Language Arts Small Groups/Centers to support below grade level students

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$66,607	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 1.5 Implement Accelerated Reader/My On in all grade levels to increase student performance in the area of literacy and language arts. Students will also utilize Imagine Learning,, Learning A-Z and Achieve 3000, and other Supplemental materials. Teachers will monitor students on a weekly basis to determine progress. Teachers will also use the software for Accelerated Math with the use of STAR Math and STAR ELA

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 1.6 Researched base instructional strategies will be used in all classrooms based on the 5 Dimmensions of Teaching and Learning and the Identified Essential Components of Tier 1 Instruction. Provide professional development to teachers to address these needs

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2022-2023 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

[Redacted area]

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

[Redacted area]

LCAP Goal

Improve English language and academic language proficiency outcomes to ensure access to CCSS for all students, including English Learners (ELs) so that ELs will demonstrate annual expected progress and reclassify in 5 years or less.

Goal 2.1

There were only six students who re classified in the 2022-2023 school year. There are currently 5 Long Term English Learners ELL students make up for 77.5% of the Smythe school enrollment.

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
ELPAC "Overall Score Report"	Annual Average of 3	Raise overall score to 4
California Dashboard ELL Progress Report	ELL Progress Rate 54%	Raise ELL Progress Rate by 3-6% "good progress"
	ELPI 2019 54% making annual expected progress toward English proficiency MEDIUM progress one point to HIGH progress Professional Learning GLAD: 80% of Staff EL RISE: 100% of Staff Imagine Learning: 85% of Staff Formative Assessment Baseline TBD	
Smythe Reclassification Rate/Students meeting District reclassification criteria	Raise rate by 10% Currently 10%	

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 4.1 Smythe school will schedule designated 30 minute ELD instruction consistent among the grade levels. The entire school will use the Benchmark ELL program to review the forms and functions of the language in accordance to the ELD standards

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 4.2

All grade levels will implement integrative ELD strategies in all subject areas focusing on: * Academic vocabulary acquisition. Teachers will participate in District/County EL Rise Professional Development

- * Leveled Questions
- * Sentence frames
- * Activities that promote oral production
- * Guided writing activities to mastery

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 4.4

Use common assessments as practice for the ELPAC assessment in all four areas

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 4.5

Implement LTEL Intervention group that meets daily for 35 minutes using strategies that focus on text complexity and vocabulary acquisition

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 4.6

Implement ELD New comer group in daily 35 minute instruction provided by Intervention teacher

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2022-2023 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

LCAP Goal

Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

Goal 3.1

Students at Smythe School will be educated in a positive, safe, welcoming, environment that is also nurturing, and student centered.. The School commits itself to the implementation of a Multi Tiered System of Support for students on all levels to provide them with the support they need.

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
California Dashboard Fall 2023 Suspension Rates	2023 –DataQuest Suspension Rate: 2.1% Expulsion Rate: 0%	Suspension rate decrease by 1.0%
Decrease chronic absenteeism by 5%	Chronic Absenteeism is approximately 35.4%. The California Dashboard indicator placed our school in the red zone.	Decrease in chronic absenteeism by 5%
Referrals to YES/South Bay Community Services	For the 2022-2023 school year, 15 referrals for services were made to Youth Enhancement services (YES) and South Bay Community Services	Increase in referrals to YES
California Healthy Kids Survey	Administration of California Health Kids Survey Spring 2021. CHKS 2020-21 Monthly Absences (3+) Facilities Upkeep School Safety School safe or very safe Experienced Harassment/Bullying Rumors or lies spread about you Seen a weapon on Substance Abuse Current alcohol or drug use Current vaping	Set goals in accordance with CHKS results. Set goals surrounding students perceived safety and connectedness to school.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 2.1 Implementation of MTSS 3 Tiered System of Social Emotional Interventions

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 2.3 - PBIS and restorative Justice practices. Teachers and Principal will continue and refine impementatin of Second Step Social Emotional Instruction adopted by SYSD Professional Development will be given to the staff and the Principal will lead the implementation. of Second Step as the Universal Tier 1 Intervention. The Zones of Regulation will be utilized in Tiers 2 and 3

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 2.4 Academic and Attendance Assemblies/Saturday Academy
Peace assemblies to take place weekly to recognize perfect attendance, and academic achievement assemblies at the end of each trimester. The Second Step theme of the week will also be introduced. Proposed change to PBIS will include creating four smaller "houses" within the school to cultivate a sense of belonging.
Quarterly Saturday Academies will target students for intentional academic and social interventions while recuperating ADA

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$10,000	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 2.5 Coordinate with San Diego County office of Education (SDCOE) and ICAN coach to weekly monitor attendance trends and using the data to make strategic decisions about next steps. Students/families will be identified for home visits, empathy interviews, and attendance "nudge" letters.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2022-2023 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

LCAP Goal

All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

Goal 4.1

All Students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Referrals to Youth Enhancement Services	20 students referred for YES Tier 3 services in 2023-2024	Increase in percentage of students referred to receive Tier 3 services
Attendance Data	2023-24 Attendance Data: 92.73% CALPADS 14.1 Student Chronic Absenteeism (5/17/23): 12.85%	Smythe will decrease Chronic absenteeism by 5%
California Healthy Kids Survey Spring 2021	CHKS Survey 2020-21 Average of all grades School Engagement & Supports School Connectedness 74 % Caring Adult Relationships 75% Feeling Safe at School 79%	Increase in percentage of students who feel safe at school.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 5.1

Implement a 15 SEL block in the instructional day to provide structured time for restorative practices, the Second Step Curriculum, and mindfulness.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 5.2
 Establish montly "School Link" meetings with Youth Enchancement Services and South Bay Community Services

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

[Empty box for identifying students to be served]

Strategy/Activity

Action Step 5.3
 In consultation with the SYSD district, identify a universal screener to help in the implementaton in a multi Tiered intervention system

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

[Empty box for identifying students to be served]

Strategy/Activity

Provide Tier 2 students with "check ins" by the school psychologists and social worker Provide opportunity for students to participate in different small groups to help develop social emotional intellignece skills. These check ins will also be used in a virtual format.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2022-2023 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

LCAP Goal

Increase parent engagement, involvement, and satisfaction with the educational process annually.

Goal 5.1

Smythe will increase the rate and opportunities for parent support and engagement in order to improve student achievement and to support student social emotional well being.

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Parent participation to parent meetings, SSC meetings, ELAC Meetings, Parent- Teacher conferences, Back to School Night, Open House, and Parent Workshops, particularly the opportunities sponsored by the Promise Neighborhood Partners.	Smythe baseline will reflect the 2023-2024 family participation rate to parent meetings and school events. Participation rates increased when parents were offered a "hybrid" option to attend school events.	Increase parent participation to parent meetings and school events for the 2023-2024 school year by 10%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 3.1 Parents will attend virtual workshops in and out of the district in order to gain knowledge to help their children, navigate the school system, and support other parents. This includes attendance at CAFE, and mini CAFE

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$1,942	Title I Parent Involvement

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 3.2 Parenting Classes to inform and support parents in assisting their children as they navigate the educational system and well as learning about parenting strategies. Parent University, PIQE, and "Abriendo Puertas" will be implemented with the assistance of Promise Neighborhoods. These three programs will form the core of the parent education component for the academic year

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal

Identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 3.3 Coffee with the Principal
to provide information to families about how to help students at home with curriculum-related activities, decisions and planning.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action step 3.4 School Site Council
Review, monitor, and provide feedback for the SPSA. Meetings are held the third Thursday of the month.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Action Step 3.6 PTA -Parent Teacher Organization
invites parents and community members to participate in various events to raise funds for Smythe School

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

[Empty text box for identifying students to be served]

Strategy/Activity

Action Step 3.8 Title I meeting to inform parents of services and programs provided in Title I schools

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.7

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

[Empty text box for identifying students to be served]

Strategy/Activity

Action Step 3.9 Smythe School invites parents to Back to School Night, and Open House where teachers, staff , and outside agencies will provide parents and students with important resources

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.8

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

[Empty text box for identifying students to be served]

Strategy/Activity

Action Step 3.10 Smythe School , in conjunction with San Ysidro Health Clinics, offers health services with the San Ysidro mobile clinic

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2022-2023 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$ [Enter Amount here]
Total Federal Funds Provided to the School from the LEA for CSI	\$ [Enter Amount here]
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$128,549.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
There are no federal funds indicated in this plan.	

Subtotal of additional federal funds included for this school: \$[Enter federal funds subtotal here]

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
There are no state or local funds indicated in this plan.	

Subtotal of state or local funds included for this school: [Enter state or local funds subtotal here]

Total of federal, state, and/or local funds for this school: \$[Enter total funds here]

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance. This SPSA was adopted by the SSC at a public meeting on 09/21/2023.

Attested:

Signatures on file

Principal, Dr. Rebecca Bravo on 09/21/2023

SSC Chairperson, David Salazar on 09/21/2023

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: PURCHASE OF 2023 LAS LINKS ONLINE SUB-TEST PACKAGE FROM DATA RECOGNITION CORPORATION (DRC)

BACKGROUND INFORMATION:

Data Recognition Corporation (DRC) is a service firm specializing in test and survey administration and processing. DRC has developed and implemented a robust and secure Remote Testing Plan for LAS Links Online (K-12) in English and Spanish. DRC's remote testing solution allows the LAS Links Online and preLAS assessments to retain three critical factors: reliability, validity, and security.

A total of 35 students from Our Lady of Mount Carmel Private School have been identified as possible English Learners and need to be evaluated to determine their English Proficiency. The Educational Services Department is requesting approval to purchase the 2023 LAS Links Online Sub-Test package from Data Recognition Corporation (DRC).

LAS Links Online test components include:

- 140 Sub-test Administration: Writing, Reading, Listening & Speaking ~ \$945.00
- 35 Hand Scoring: Writing, Reading & Speaking ~ \$610.75

RECOMMENDATION:

Approve the purchase of the 2023 LAS Links Online Sub-test package from Data Recognition Corporation at the total cost of \$1,555.75 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: English Language and Academic Language Development ~ Improve English language and academic language proficiency outcomes to ensure access to CCSS for all students, including English Learners (ELs) so that ELs will demonstrate annual expected progress and reclassify in 5 years or less.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$1,555.75

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



2023 LAS Links Online® Sub-test Administration Order Form

English Forms A, B, C, & D and Español A & B

Existing Customer

Ship to

Name: Luis Ramos
 Organization Name: San Ysidro School District
 Shipping Address: 4350 Otay Mesa Road
 City: San Ysidro
 State: CA Zip Code: 92173
 Phone: (619)428-4476, Ext 3019
 Email Address: luis.ramos@sysdschools.org

Bill to
 Same as Ship to

Name: Blanca Vega
 Organization Name: San Ysidro School District
 Billing Address: 4350 Otay Mesa Road
 City: San Ysidro
 State: CA Zip Code: 92173
 Phone: (619)428-4476, Ext. 3005
 Email: blanca.vega@sysdschoolsorg

P.O. #: Order Date:

LAS LINKS ONLINE Sub-test ADMINISTRATIONS

The minimum LAS Links Online Sub-Test Administration order for existing customers is \$500.00

The minimum LAS Links Online Sub-Test Administration order for new customers is \$2,700.00. Use new customer order form.

Administrations can be used interchangeably for all forms of LAS Links English and Español Online.

Qty	ISBN	Quantity Break	Item Description	Unit	Price	Total
140	C8761000	75 - 1,000	LAS Links Online Sub-test Administration	Each	\$6.75	\$945.00
	C8761100	1,001 - 5,000	LAS Links Online Sub-test Administration	Each	\$5.50	
	C8761200	5,001 - 10,000	LAS Links Online Sub-test Administration	Each	\$4.55	
	C8761300	10,001 - 20,000	LAS Links Online Sub-test Administration	Each	\$4.20	
	C8761400	20,001 - 60,000	LAS Links Online Sub-test Administration	Each	\$3.95	
	C8761500	60,001 +	LAS Links Online Sub-test Administration	Each	\$3.65	

LAS LINKS ONLINE HAND SCORING

	C8987201	LAS Links Online Hand Scoring: Write & Read	Each	\$6.85	
	C8987202	LAS Links Online Hand Scoring: Speaking	Each	\$10.65	
35	C8987203	LAS Links Online Hand Scoring: Writing, Reading, & Speaking	Each	\$17.45	\$610.75

LAS LINKS ONLINE TRAINING

	C8717400	LAS Links Online Web-Based Training	Each	\$1,159.00	
	C8184900	LAS Links Online On-Site Training	Each	\$4,389.00	
	C8739700	pre -LAS Web-Based Training	Each	\$1,159.00	
	C8184901	pre -LAS On-Site Training	Each	\$4,389.00	
	C8739400	LAS Links Online Web-Based Training - Post Test Data Dive	Each	\$1,159.00	
	C8717300	LAS Links Online On-Site Training - Post Test Data Dive	Each	\$4,389.00	
Please attach purchase order and any special billing forms. Applicable state and local taxes are prepaid and will be added to your invoice. Prices effective through December 31, 2023.				Subtotal:	\$1,555.75
				Grand Total:	\$1,555.75

Please submit your orders to DRC Shelf Customer Service via phone, fax, email, or mail.

PO Box 398, Hopkins, MN 55343-0398

Phone: 800-538-9547 Fax: 800-282-0266

Email: ShelfCustomerService@DataRecognitionCorp.com

Invoices: Payment term is NET 30 from date of invoice. If payment is not received, DRC may suspend the service. Order service term is 12 months from activation. No refunds will be issued for unused administrations of services.

Order Form Privacy Statement: DRC shall have the right to use student personal information and data and Licensee Information for research purposes for development of assessment tests, statistical analysis and norms and other research purposes (collectively "Research"), provided that students' identifiable information will be used only in the aggregate so the privacy of the individual's such information will be maintained.

Customer Privacy Notice: DRC respects your privacy. We use your contact information to fulfill your requests and service your account. Your information is located in a secure database in the U.S. and access is limited to authorized persons. You may contact DRC, 13490 Bass Lake Road, Maple Grove, MN 55311 or call 1.800.538.9547 to Opt Out, review your data or ask questions. For more information about Data Recognition Corporation's Privacy Policy, visit our website at www.datarecognitioncorp.com/Pages/privacy.aspx.



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
San Ysidro Middle School
Manuel Bojorquez, Principal

Informational
 Action

AGENDA ITEM: SAN YSIDRO MIDDLE SCHOOL 8TH GRADE TRIP TO WASHINGTON, D.C., AND NEW YORK

BACKGROUND INFORMATION:

Ten to twenty eighth grade students of San Ysidro Middle School (SYMS) will be participating in an educational program to Washington, D.C., and New York during the Spring Break of 2024. The trip will be led by one of SYMS Physical Education teachers. Students will spend 6 days visiting and learning about historical monuments, American history and exploring how history gives them the background to function effectively in a contemporary globalizing society; also enabling them to function as informed citizens and future leaders. The group will be traveling with WorldStrides, an accredited student travel organization. WorldStrides will be providing supervision in addition to the chaperones attending the trip.

Cost implications are all inclusive: transportation, hotel, food, meals, tours, Broadway tickets; for a total of \$3,500.00 per student. Funding will come from fundraisers, and student fees. Parents are responsible for final arrangements and full payments with World Strides Travel Company. There will be no direct cost to the site or District.

RECOMMENDATION:

Approve the attendance and participation of 10-20 students and one chaperone from San Ysidro Middle School on an educational trip to Washington, D.C., and New York during the Spring break of 2024 at no direct cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: School Culture and Student Engagement - Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free. – Action 3.8

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 #

\$3,500.00/per student
(Amount)

Fundraisers and Student Fees
(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: October 19, 2023

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

FROM:
Educational Services Department
Russell Little, Assistant Superintendent

Informational
 Action

AGENDA ITEM: POLICIES AND PROCEDURES FOR UNIFORM COMPLAINT PROCEDURE (UCP) 1 & 4 FOR THE 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:

To be in compliance with State guidelines pertaining to Uniform Complaint Procedure (UCP), our District needs to annually approve UCPs 1 & 4.

UCP 1 ~ Uniform Complaint Procedure:

Local Education Agencies (LEAs) are required to establish Uniform Complaint Procedure (UCP) policies and procedures consistent with 5 CCR sections 4600-4687. As per the California Department of Education website, local education agencies (LEA) must have a process that meets both Federal and State requirements for the investigation and resolution of uniform complaint procedure (UCP) complaints filed at the LEA.

UCP 4 ~ Williams Uniform Complaint Procedure:

LEAs are required to establish Williams Complaint policies and procedures consistent with 5 CCR sections 4600-4687. As per the California Department of Education website, the document meets State requirements for the investigation and resolution of Williams complaints filed at the LEAs.

RECOMMENDATION:

Approve the Policies and Procedures for Uniform Complaint Procedures (UCP) 1 and 4 for the 2023-2024 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Goal 2: English Language and Academic Language Development, Goal 3: School Culture and Student Engagement, Goal 4: Social Emotional Learning and Well-Being and Goal 5: Parent Engagement.

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

Uniform Complaint Procedures (UCP) Policies and Procedures 2023–24

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476
www.sysdschools.org

Adopted by our Governing Board or authorized designee (here and after “the board”) on October 19, 2023.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by San Ysidro School District of federal or state laws or regulations governing educational programs. This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation or bullying. A signature may be handwritten, typed (including in an email) or electronically generated. Some complaints may be filed anonymously. A UCP complaint filed on behalf of an individual student may only be filed by that student or that student’s duly authorized representative.

A complainant is any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation or bullying in programs and activities funded directly by the state or receiving any financial assistance from the state.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The San Ysidro School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by the governing board or the authorized designee.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career technical and technical education and career technical and technical training programs
- Child care and development programs
- Compensatory Education
- Consolidated categorical aid programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under *Education Code (EC)* sections 200 and 220 and Government Code Section 11135, including

any actual or perceived characteristic as set forth in *Penal Code* Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in *EC* Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.

- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families, pupils formerly in Juvenile Court now enrolled in a school district, pupils who are migratory, and pupils participating in a newcomer program.
- Every Student Succeeds Act
- Local control and accountability plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- Schoolsite Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing
- And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) or designee deems appropriate.

The following complaints shall be referred to the specified agencies for appropriate resolution and are not subject to our UCP complaint procedures set forth in this document:

(a) Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

(b) Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to DSS.

(c) Employment discrimination complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.

The Responsibilities of San Ysidro School District

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate and seek to resolve, in accordance with our approved UCP process, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities we implement that are subject to the UCP.

The UCP Annual Notice

We disseminate on an annual basis the UCP Annual Notice which is a written notice of our approved UCP complaint procedures to all of our students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties.

This notice may be made available on our website and shall include the following:

- information regarding allegations about discrimination, harassment, intimidation, or bullying;
- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;
- a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate;

- a statement that in order to identify appropriate subjects of state preschool health and safety issues pursuant to Section 1596.7925 of the *Health and Safety Code (HSC)* a notice, separate from the UCP Annual Notice, shall be posted in each California state preschool program classroom in each school in the local educational agency notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the *California Code of Regulations (5 CCR)* apply to California state preschool programs pursuant to *HSC* Section 1596.7925, and (2) the location at which to obtain a form to file a complaint.

Filing UCP Complaints

All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

Name: Russell Little

Title: Assistant Superintendent of Educational Leadership & Pupil Services

Office: Educational Leadership & Pupil Services

Address: 4350 Otay Mesa Road, San Ysidro CA 92173

Phone: (619) 428-4476, Ext. 3087

Electronic mail address: russell.little@sysdschools.org

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that we adopted. An LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

Investigating UCP Complaints

The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the San Ysidro School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We ensure that complainants are protected from retaliation.

We investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group. Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

UCP Complaint Resolution

We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered;
- a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law;
- corrective actions if we find merit in a complaint:
 - for complaints regarding Pupil Fees; LCAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians,
 - for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
 - With respect to a Pupil Fees complaint, corrective actions shall include reasonable efforts to ensure full reimbursement to all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;
- a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and
- the procedures to be followed for initiating an appeal to the CDE.

UCP Complaint Appeal Process

An appeal is a written and signed request by the complainant to the CDE seeking review of an LEA Investigation Report that was issued in response to a properly-filed complaint. A signature may be handwritten, typed (including in an email) or electronically generated.

The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- The San Ysidro School District failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.

All complaints and responses are public records.

UCP Requirements Regarding State Preschool Health and Safety Issues Pursuant to *HSC* Section 1596.7925

To file a UCP complaint regarding a state preschool health and safety issue pursuant to *HSC* Section 1596.7925 the complainant must file with the preschool program administrator or their designee in San Ysidro School District.

A state preschool health and safety issues complaint about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to our official for resolution.

A state preschool health and safety issues complaint may be filed anonymously. A complainant who identifies themselves is entitled to a response if they indicate that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If *EC* Section 48985 is otherwise applicable, the response, if requested, and our Investigation Report shall be written in English and the primary language in which the complaint was filed.

A complaint form for a state preschool health and safety issue shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as they wish. When investigating a UCP state preschool health and safety issue the preschool program administrator or the designee of the district superintendent shall make all reasonable efforts to investigate any problem within his or her authority, and investigations shall begin within 10 calendar days of the receipt of the complaint. A valid complaint shall be remedied within a reasonable time period, but not to exceed 30 working days from the date the complaint was received. The resolution of the complaint shall be reported to the complainant within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

Filing an Appeal Regarding UCP State Preschool Health and Safety Issues

A complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint at a regularly scheduled hearing of our board. A complainant will not be precluded from filing an appeal to the State Superintendent of Public Instruction (SSPI) if the complainant does not file a local appeal.

A complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of our superintendent has the right to file an appeal to the SSPI within 30 calendar days of the date of the Investigation Report.

The complainant shall comply with the same appeal requirements of 5 *CCR* section 4632 as in the section above 'UCP Complaint Appeal Process.

The complainant shall include a copy of the Investigation Report and specify and explain the basis for the appeal, including at least one of the following:

- the preschool program administrator or the designee of our superintendent failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- If the preschool program is found noncompliant, the corrective actions fail to provide a proper remedy.

The SSPI or his or her designee shall comply with the requirements of 5 *CCR* Section 4633 and shall provide a written Investigation Report for our agency to the State Board of Education describing the basis for the complaint, our response to the state preschool health and safety issues pursuant to HSC Section 1596.7925 complaint and its remedy or proposed remedy and, as appropriate, a proposed remedy for the issue described in the complaint, if different from our agency's remedy.

We shall report summarized data on the nature and resolution of all UCP state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

Legal References

20 *United States Code (20 U.S.C.)* Section 6301 et seq.

34 *Code of Federal Regulations (34 CFR)* Sections 106.8, 34 CFR 299.10–13

California Education Code (EC) Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031, 8200–8498, 8235.5, 8235–8239.1, 8261, 8482–8484.65, 8500–8538, 17002(d), 17592.72, 33126(b)(5)(A), 33126(b)(5)(B), 33315, 35161, 35186, 46015, 48645.7, 48853, 48853.5, 48987, 49010–49013, 49069.5, 49531, 49556, 51210, 51222, 51223, 51225.1-3, 51228.1–51228.3, 52059, 52075, 52300-52462, 52334.7, 52355, 52451, 52460–52462, 52500-52617, 54440–54445, 54445, 56100(a), 56100(j), 60010, 64001, 65000.

California Government Code (GC) Sections 11135, 11136

California Penal Code (PC) Section 422.55

California Code of Regulations Title 5 (5 CCR) Sections 4600–4640, 4690–4694

Williams Complaint Policies and Procedures 2023–24

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476

Adopted by our Governing Board or authorized designee (here and after “the board”) on October 19, 2023.

Williams Complaint Policies and Procedures

This document contains rules and instructions about the filing, investigation, and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The San Ysidro School District adopted the Uniform Complaint Procedures (UCP) process in accordance with Chapter 5.1 (commencing with Section 4680) of the *California Code of Regulations*, Title 5, to resolve Williams complaints. This document presents information about how we process complaints concerning Williams Settlement issues. A UCP complaint is a written and signed statement by a complainant alleging a violation of state laws or regulations. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of state laws or regulations, regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. If a complainant is unable to put the complaint in writing due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibility of the San Ysidro School District

The San Ysidro School District is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If *Education Code* Section 48985 is applicable and 15 percent or more of the pupils in grades K–12 enrolled in our district speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate school district official for resolution.

The principal or the designee of the district superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, district superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal, or where applicable, district superintendent or his or her designee, shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to the district superintendent or his or her designee.

The school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

The Williams Complaint Classroom Notice

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each school in the district and includes:

- The parents, guardians, pupils, and teachers,
- a statement proclaiming sufficient textbooks and instructional materials,
- (For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
- a statement that school facilities must be clean, safe, and maintained in good repair,
- a statement that there should be no teacher vacancies or misassignments, and
- the location at which to obtain a form to file a complaint in case of a shortage.

(Posting a notice downloadable from the website of the CDE shall satisfy this requirement.)

The Williams Complaint Form

We make sure that the Williams Complaint form is available for parents, guardians, pupils, and teachers to use.

Every school in our district shall have a complaint form available for such Williams complaints.

The Williams Complaint form shall include:

- A section to indicate if a response is requested,
- a section for contact information including mailing address if a response be requested.
- a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional materials to use in class.
- a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.

- a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
- a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- a statement that a condition poses an urgent or emergency threat to the health or safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
- a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and towels or functional hand dryers.
- a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.
- a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificate employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester).
- a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
- a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- a section to identify the location of the school in which the alleged violation took place,
- a section to identify the course or grade level, if applicable,
- a section where the complainant describes the specific nature of the complaint in detail,
- a statement that the complainant may include as much text as the complainant feels is necessary, and
- a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

Filing a Williams Complaint with the San Ysidro School District

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

The complainant need not use the Williams Complaint form to file a complaint.

How to Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or the district superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board of the school district at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of *EC* Section 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Conditions that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

- Gas leaks.
- Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.
- Electrical power failure.
- Major sewer line stoppage.
- Major pest or vermin infestation.
- Broken windows or exterior doors or gates that will not lock and that pose a security risk.
- Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupil or staff.
- Structural damage creating a hazardous or uninhabitable condition.

In regards to the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, the complainant shall comply with the appeal requirements of 5 *CCR* Section 4632.

A complainant may appeal the Decision of an emergency or urgent threat to the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

Legal References

EC sections 1240, 17592.72, 35186, 48985, 60640.

California Code of Regulations (CCR), Title 5 sections 4680–4687.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Ocean View Hills School
Erika Meza, Principal

Informational
 Action

AGENDA ITEM: LICENSE SUBSCRIPTIONS FOR OCEAN VIEW HILLS ELEMENTARY

BACKGROUND INFORMATION:

Different license subscriptions are needed at Ocean View Hills Elementary to improve student academic achievement in the areas of English Language Arts and Math, and a supplemental literacy program that will help teachers to build foundational reading skills, reading comprehension and other key literacy skills for students.

The principal at Ocean View Hills Elementary is requesting approval to renew and/or implement the following license subscriptions to be used during the 2023-24 school year:

License subscription	Vendor	Price
• IXL Math and ELA programs, 1-year for 4 th Gr. students	IXL Learning	\$1,488.00
• Raz-Plus Program, 3-years term for 12 classrooms	Learning A-Z	\$7,374.60
• NextGenMath.com Platform, 1-year term for 3 rd – 5 th grade	NextGenMath, LLC	\$11,279.00
Total		\$20,141.60

RECOMMENDATION:

Approve/Ratify the renewal and/or implementation of different license subscriptions for Ocean View Hills Elementary School at the total cost of \$20,141.60 from the Title I site fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement- Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

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

Financial Implications?

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

Requisition #

Yes No

Yes No

\$20,141.60

(Amount)

Title I fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

UPGRADE QUOTE

QUOTE # 3180469-2023-001
 DATE: AUGUST 30, 2023

TO:
 Guillermo Arcadia
 Ocean View Hills School
 4919 DEL SOL BLVD
 SAN DIEGO, CA 92154

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	UPGRADE DURATION	QUOTE VALID UNTIL
Jennifer Simms	A20-3180469	Through January 19, 2024	September 30, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Upgrade IXL site license (Math/ELA students in grade 4: Add 175 students) Subjects: Math and ELA <i>K-8 math licenses include complimentary access to IXL's universal screener</i>	\$1,488.00	\$1,488.00
SUBTOTAL			\$1,488.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$1,488.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 3180469-2023-001. For international accounts, we can accept wire transfers for an additional fee.



Learning A-Z Quote

Date: 10/3/2023
Valid Until: 12/31/2023
Bill Id #: 10420320
Username: emeza34

Ship To:

Erika Meza
Ocean View Hills School
4919 Del Sol Blvd
San Diego, California 92154-8488
619-661-0457
erika.meza@sysdschools.org

Bill To:

Erika Meza
Ocean View Hills School
4919 Del Sol Blvd
San Diego, California 92154-8488
619-661-0457
erika.meza@sysdschools.org

Products	Type	License Terms	List Price	Final Cost
Raz-Plus	New	12 classrooms, Start Date: 10/2/2023 End Date: 10/2/2026	\$8,676.00	\$7,374.60

Final Cost

Discount Amount: \$1,301.40

Sales Tax: \$0.00

YOUR TOTAL COST: \$7,374.60

(*) Taxes (if applicable) to be calculated at time of purchase. All prices are in U.S. dollars.

Internal use only: CPQ Quote # Q-825782, CSI Quote # 710326

Special Notes and Instructions

If paying by purchase order please send a Learning A-Z quote matching your Purchase Order (P.O.)

Email the P.O. along with the Learning A-Z quote to orders@learninga-z.com.

If paying by credit card online, log in to your [My Account](#) page. If you don't know your password, use the [Forgot Password](#) link to reset your password. Click [Review](#). Fill out your card information and click [Complete Order](#).

Learning A-Z License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized.

Please review our terms and conditions carefully before activating your account.

[Terms of Service](#)

Sales Executive

Tiffany Thompson
tiffany.thompson@learninga-z.com
(520) 618-3868

P.O. must include:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
6. If your PO has a signature line, it must be signed

Thank you for your business!

Internal use only: CPQ Quote # Q-825782, CSI Quote # 710326

© Learning A-Z
1840 East River Road, Suite 220, Tucson, AZ 85718, USA
sales@learninga-z.com
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14D.6
Page 4 of 6

NextGenMath, LLC
 3739 Howard Avenue, Unit A
 Los Alamitos, CA 90720
 +1 3109184804
 melissa@nextgenmath.com
 www.nextgenmath.com



Quote

ADDRESS

Ocean View Hills Elementary
 4919 Del Sol Blvd
 San Diego, CA 92154

QUOTE # H-2108

DATE 09/07/2023

EXPIRATION DATE 10/20/2023

SUBSCRIPTION END DATE

6/30/2024

DATE	PRODUCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
	NextGenMath.com Subscription	NextGenMath.com subscription includes instructional video library, blended learning groups, individualized learning pathways, progression playlist, and assignable procedural fluency with progress monitoring and analytics. (Per Student Rate) Grades 3-5 Only 2023/24 Academic Year	481	18.00	8,658.00
	NextGenMath.com Discount	Continuous Subscriber Discount	481	-2.00	-962.00
	NextGenMath.com Subscription	Progression Playlist	481	3.00	1,443.00
	Account activation and maintenance	Account Activation and Maintenance Per School	1	240.00	240.00
	Getting Started PD	Getting Started with Next Gen Math (90 minute Training) 2023/24 Academic Year	1	950.00	950.00
	Delving Deeper PD	Delving Deeper with Next Gen Math (90 minute Training) 2023/24 Academic Year	1	950.00	950.00

Terms:

All students, teachers, staff, administrators and other associated members of this school or school district named in the quote to address above will have complete access to all of Next Gen Math's interactive and printable educational material. This site cannot be shared with other non-subscribing users. All material is copyrighted and can only be used by the users described above and cannot be redistributed for use by other non-subscribing schools or districts.

Thank you!

SUBTOTAL	11,279.00
TAX	0.00
TOTAL	\$11,279.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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 October 12, 2023, Board meeting:

- ACSA – Every Child Counts Symposium
- CASBO Business Workshops
- Governor’s Budget Workshop
- Health & Physical Education Leadership Academy (Tier 1)
- Introducing the New Interim Assessments Webinars
- Physical Literacy Institute
- Project GLAD, Part 1: Research and Theory
- Southern California Association of Science Specialists (SCASS) 2023-2023 Kick Off
- SCASS Fall Convening
- SDCOE Health and Physical Education Advisory Meetings
- Servsafe Management Certificate
- Student Records, Custody & Residency
- The Education for Homeless Children and Youth (ECCY) Coordinator’s Meeting
- The South County SELPA and the Diagnostic Center, Southern California – CDE present: Inclusive Education for Students with Mild-Moderate Disabilities
- The South County SELPA and the Diagnostic Center, Southern California - CDE present: Teaching Students with Moderate/Severe Intellectual Disabilities
- The South County SELPA presents: ADOS-2 Introductory Workshop
- The South County SELPA presents: Principal Academy: Best Practice for Administrators in IEP's
- The South County SELPA presents: Service Provider Academy: Best Practice for Administrators in IEP's
- Unpacking CA Education Code and Compliance

Cost implications might include registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

RECOMMENDATION:

Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Actions: 1.15, 1.16 and 1.25 ~ Goal 2: English Language and Academic Language Development – Action: 2.4 ~ Goal 4: Social Emotional Well-being and Mental Health – Action 4.7

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

APPROXIMATE COST

\$16,880.00

(Amount)

General, Title I PD, Title III, Kitchen and Special Ed. Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – October 19, 2023

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Oscar Madera, Rick Quintana, Denise Villezcas	ACSA – Every Child Counts Symposium	Palm Desert, CA	January 10-12, 2024	\$5,500.00	Special Ed. Fund
Amber Elliott, Araceli Felix, Blanca Vega, Patricia Caro, Daniel Chavez	CASBO Business Workshops	Online	Various	\$3,060.00	General Fund
Marilyn Adrianzen, Amber Elliott	Governor’s Budget Workshop	Anaheim, CA	January 19, 2024	\$1,000.00	General Fnd
Sandra Guzman	Health & Physical Education Leadership Academy (Tier 1)	SDCOE	January 24, 2024 February 28, 2024 March 20, 2024 April 10, 2024 April 24, 2024	\$250.00	Title I PD Fund
Luis Ramos, Adriana Aguilar, Sandra Guzman, Carolina Hernandez, Cynthia Mosqueda	Introducing the New Interim Assessments Webinars	Online	September 26, 2023 October 3, 2023	\$450.00 (Teacher compensation)	Title I PD Fund
Sandra Guzman	Physical Literacy Institute	SDCOE	October 25, 2023 November 15, 2023 December 13, 2023	\$150.00	Title I PD Fund
Rebecca Bravo	Project GLAD Part 1: Research and Theory	Online	January 2-4, 2024	\$500.00	Title III Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Sandra Guzman	Southern California Association of Science Specialists (SCASS) 2023-2023 Kick Off	Online	September 21, 2023	\$100.00	Title I PD Fund
Sandra Guzman	SCASS Fall Convening	TBA	November 9, 2023	\$0	N/A
Sandra Guzman	SDCOE Health and Physical Education Advisory Meetings	SDCOE	October 11, 2023	\$50.00	Title I PD Fund
Sadeer Sahib	Servsafe Management Certificate	Online	TBA	\$160.00	KIT Fund
Veronica Medina, Lupita Barrera, Irene E. Lopez, Sara Almeida	Student Records, Custody & Residency	Online	November 2, 2023	\$560.00	General Fund
Veronica Medina	The Education for Homeless Children and Youth (ECCY) Coordinator's Meeting	San Francisco	October 18-19, 2023	\$1,100.00	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Cindy Kawanishi, Elia Ramirez, Johana Serrano, Karolina Moreno	The South County SELPA and the Diagnostic Center, Southern California – CDE present: Inclusive Education for Students with Mild-Moderate Disabilities	SCREC	October 17, 2023	\$1,000.00	Special Ed. Funds
Marianna Rochin, Cindy Kawanishi, Elia Ramirez, Johana Serrano, Karolina Moreno	The South County SELPA and the Diagnostic Center, Southern California - CDE present: Teaching Students with Moderate/Sever e Intellectual Disabilities	SCREC	January 18, 2024	1,000.00	Special Ed. Funds
Kristine Hernandez, Martha Murillo	The South County SELPA presents: ADOS -2 Introductory Workshop	SCREC	October 23, 2023	\$0	N/A
Rebecca Bravo, Vikki Viramontes	The South County SELPA presents: Principal Academy: Best Practice for Administrators in IEP's	SCREC	October 19, 2023	\$0	N/A
Arantza Borunda, Dianna Flores, Maria Fortuna, Ana Garcia, Cindy Kawanishi,	The South County SELPA presents: Servic e Provider Academy: Best	SCREC	October 24, 2023	\$2,000.00	Special Ed. Funds

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Yuridia Marin, Dinah, Marrujo, Marcos Mendoza, Karolina Moreno, Carina Ponce, Marianna Rochin, Josefina Villegas	Practice for Administrators in IEP's				
Luis Ramos	Unpacking CA Education Code and Compliance	Online	September 15, 2023	\$0	N/A

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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 #3 (September 1, 2023 through September 30, 2023):
▪ General Fund: 0000010562-0000010574, 0000010576-0000010601, 0000010603-0000010621, 0000010625-0000010638, 0000010640-0000010641, 0000010643-0000010653, 0000010657-0000010662
▪ Child Development Fund: 0000010575
Child Nutrition Fund: 0000010639, 0000010656
▪ Building Measure U Fund: 0000010602, 0000010622, 0000010624, 0000010642
▪ Building Measure T Fund: 0000010623, 0000010654
▪ Capital Facilities Fund: 0000010655.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period September 1, 2023 through September 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$2,325,452.94
(Amount)

As listed above
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PURCHASE ORDER REPORT (09/01/23 - 09/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/1/2023	0000010562	0000000131	FORENSIC ANALYTICAL CONSULTING	PROFESSIONAL SERVICES	0100	8150000	5600005	070	2,800.00
9/5/2023	0000010563	004628	FOLLETT SCHOOL SOLUTIONS,INC	REGISTRATION FEES	0100	0000000	5200003	061	385.00
9/5/2023	0000010564	004678	AMAZON CAPITAL SERVICES	MEDICAL SUPPLIES	0100	0000000	4300010	018	258.44
9/5/2023	0000010565	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	30,226.42
9/6/2023	0000010566	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	061	22.22
9/6/2023	0000010567	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	344.80
9/6/2023	0000010568	0000000363	RIFTON EQUIPMENT	INSTRUCTIONAL EQUIPMENT	0100	6500200	4300001	054	6,091.65
9/6/2023	0000010569	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	200.00
9/6/2023	0000010570	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	4300000	054	132.92
9/6/2023	0000010571	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	0100	0490000	4300000	054	377.13
9/6/2023	0000010572	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	0490000	4300003	054	2,506.75
9/6/2023	0000010573	002776	CPI	INSTRUCTIONAL MATERIALS	0100	6500000	5800010	054	4,725.63
9/6/2023	0000010574	0000001021	GRUENBERG LAW CLIENT TRUST	LEGAL SERVICES	0100	0000000	5800155	071	130,000.00
9/7/2023	0000010576	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300011	061	3,791.73
9/7/2023	0000010577	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300001	016	1,495.31
9/7/2023	0000010578	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300006	025	792.01
9/7/2023	0000010579	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	2,221.41
9/7/2023	0000010580	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	012	388.18
9/7/2023	0000010581	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5800010	070	25,985.00
9/8/2023	0000010582	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	5,000.00
9/8/2023	0000010583	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	644.35
9/8/2023	0000010584	000875	WILDA'S WRITING WORKSHOP	CONTRACTED SERVICES	0100	3010000	5800010	020	5,000.00
9/8/2023	0000010585	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	36.38
9/8/2023	0000010586	003524	ACE COOLERS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	2,681.05
9/8/2023	0000010587	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	020	719.35
9/8/2023	0000010588	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	35,000.00
9/8/2023	0000010589	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300001	025	1,016.68
9/8/2023	0000010590	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	6500000	5800010	054	400.00
9/8/2023	0000010591	0000000371	U.S. BANK	CONTRACTED SERVICES	0100	9010075	5800010	080	14,250.00
9/11/2023	0000010592	003211	EMPLOYMENT DEVELOPMENT DEPT.	CONTRACTED SERVICES	0100	0000000	5800010	071	5,000.00
9/11/2023	0000010593	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	012	417.58
9/11/2023	0000010594	004871	SOUTH BAY COMMUNITY SERVICES	PROFESSIONAL SERVICES	0100	7435000	5800010	054	500,000.00
9/11/2023	0000010595	0000000954	THE BIRCH AGENCY INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	62,400.00
9/11/2023	0000010596	0000000834	EDTHEORY LLC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	260,000.00

PURCHASE ORDER REPORT (09/01/23 - 09/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/11/2023	0000010597	000258	PARADIGM HEALTHCARE SERVICES	PROFESSIONAL SERVICES	0100	0490000	5800010	054	15,000.00
9/11/2023	0000010598	0000000839	THE SPEECH PATHOLOGY GROUP, INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	268,000.00
9/11/2023	0000010599	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	016	836.15
9/11/2023	0000010600	0000000255	KELLY SPICERS STORES	PUBLICATION SUPPLIES	0100	0000000	4300050	073	1,053.04
9/12/2023	0000010601	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	160.09
9/12/2023	0000010603	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	5,804.93
9/12/2023	0000010604	003986	R&R CONTROLS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	1,633.67
9/12/2023	0000010605	003361	DOVETAIL HOUSE PUBLISHING	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	1,073.76
9/13/2023	0000010606	004684	NIMCO, INC	INSTRUCTIONAL MATERIALS	0100	0000000	4300011	061	1,713.46
9/13/2023	0000010607	0000000032	CORODATA RECORDS MANAGEMENT, INC.	CONTRACTED SERVICES	0100	0000000	5600005	071	3,000.00
9/13/2023	0000010608	0000000203	KEENAN & ASSOCIATES	PROFESSIONAL SERVICES	0100	0000000	5450000	071	10,000.00
9/13/2023	0000010609	0000000934	PACIFIC PURE WATER SYSTEMS LLC	CONTRACTED SERVICES	0100	0000000	5800010	071	776.00
9/13/2023	0000010610	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	35,000.00
9/13/2023	0000010611	0000000292	WINET PATRICK GAYER CREIGHTON	LEGAL SERVICES	0100	0000000	5800002	071	30,000.00
9/13/2023	0000010612	003616	SAN YSIDRO SCHOOL DISTRICT	TRUST ACCOUNT	0100	0000000	5450000	071	20,000.00
9/13/2023	0000010613	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	40,000.00
9/13/2023	0000010614	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	40,000.00
9/13/2023	0000010615	003524	ACE COOLERS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	10,259.11
9/13/2023	0000010616	0000000292	WINET PATRICK GAYER CREIGHTON	LEGAL SERVICES	0100	0000000	5800002	063	3,793.48
9/13/2023	0000010617	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	20,451.30
9/13/2023	0000010618	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	4203000	5200003	061	3,500.00
9/13/2023	0000010619	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL SERVICES	0100	0000000	5800002	063	2,389.47
9/13/2023	0000010620	0000000467	PURCHASE POWER	CONTRACTED SERVICES	0100	0000000	5710000	071	20,000.00
9/13/2023	0000010621	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300014	068	318.39
9/14/2023	0000010625	0000000674	MOBYMAX LLC	CONTRACTED SERVICES	0100	0300013	4300001	024	1,054.00
9/14/2023	0000010626	0000001026	RICHARD C. OWEN PUBLISHERS, INC	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	061	832.69
9/15/2023	0000010627	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	460.73
9/15/2023	0000010628	004231	PRO POWER	MAINTENANCE SUPPLIES	0100	8150000	4300014	068	5,000.00
9/15/2023	0000010629	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300050	073	2,087.33
9/15/2023	0000010630	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	012	325.95
9/15/2023	0000010631	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	012	866.32
9/15/2023	0000010632	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	012	396.61
9/18/2023	0000010633	004678	AMAZON CAPITAL SERVICES	PUBLICATION SUPPLIES	0100	0000000	4300050	073	221.84
9/18/2023	0000010634	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	4300011	054	929.99

PURCHASE ORDER REPORT (09/01/23 - 09/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/19/2023	0000010635	001178	SAN DIEGO COUNTY	PUBLICATION SUPPLIES	0100	0000000	4300050	073	536.60
9/19/2023	0000010636	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	448.11
9/19/2023	0000010637	0000000315	FOUNDATION FOR EDUCATIONAL	REGISTRATION FEES	0100	0000000	5200003	064	6,077.00
9/19/2023	0000010638	0000000903	LEADERSHIP ASSOCIATES	PROFESSIONAL SERVICES	0100	0000000	5800010	064	5,000.00
9/20/2023	0000010640	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	600.00
9/20/2023	0000010641	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	45,000.00
9/21/2023	0000010643	000778	SAFEGWAY INC. -VONS DIVISION	REFRESHMENTS	0100	0000000	4300015	025	300.00
9/21/2023	0000010644	001906	LEARNING A-Z	INSTRUCTIONAL MATERIALS	0100	3010000	5800006	022	264.00
9/21/2023	0000010645	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4200000	061	154.12
9/21/2023	0000010646	000336	MCGRAW-HILL	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	5,326.51
9/21/2023	0000010647	003099	PARENT INSTITUTE FOR QUALITY	PROFESSIONAL SERVICES	0100	3010000	5800010	061	84,000.00
9/21/2023	0000010648	0000000715	RIVERSIDE ASSESSMENTS, LLC	INSTRUCIONAL MATERIALS	0100	0490000	4300003	054	10,576.22
9/21/2023	0000010649	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	263.19
9/21/2023	0000010650	0000000499	SCHOOLOUTLET.COM	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	816.06
9/26/2023	0000010651	0000000805	DELTAMATH SOLUTIONS INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	1,000.00
9/26/2023	0000010652	0000000906	EDULASTIC	INSTRUCTIONAL MATERIALS	0100	3010000	5800006	022	450.00
9/26/2023	0000010653	0000000223	NINYO & MOORE	CONTRACTED SERVICES	0100	8150000	5600006	070	10,500.00
9/27/2023	0000010657	001510	EWING IRRIGATION	GROUND SUPPLIES	0100	8150000	4300014	068	8,057.63
9/27/2023	0000010658	0000000290	ATLAS ENVIRONMENTAL SEVICES, INC.	CONTRACTED SERVICES	0100	8150000	5600005	068	4,925.00
9/27/2023	0000010659	0000000290	ATLAS ENVIRONMENTAL SEVICES, INC.	CONTRACTED SERVICES	0100	8150000	5600005	068	11,994.00
9/27/2023	0000010660	004420	UNITED PLUMBING HEATING AIR	CONTRACTED SERVICES	0100	8150000	5600005	070	3,245.00
9/27/2023	0000010661	0000001027	BRIGHVIEW LANDSCAPE SERVICES	CONTRACTED SERVICES	0100	8150000	5600005	068	2,312.45
9/29/2023	0000010662	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	3,175.00
Total for 0100									1,857,269.19
9/6/2023	0000010575	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	408.43
Total for 1200									408.43
9/19/2023	0000010639	004678	AMAZON CAPITAL SERVICES	CAFETERIA SUPPLIES	1300	5310000	4300026	085	1,061.27
9/26/2023	0000010656	000967	ECONOMY RESTAURANT EQUIPMENT	CAFETERIA EQUIPMENT	1300	7032000	4300026	085	4,534.05
Total for 1300									5,595.32

PURCHASE ORDER REPORT (09/01/23 - 09/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/12/2023	0000010602	0000001008	CHRISTINA M BECKER	PROFESSIONAL SERVICES	2133	9010300	6200050	380	30,000.00
9/14/2023	0000010622	0000000243	COLBI TECHNOLOGIES, INC	CONTRACTED SERVICES	2133	9010300	6200050	380	285,000.00
9/14/2023	0000010624	0000001000	DAVY ARCHITECTURE INC	CONTRACTED SERVICES	2133	9010314	6200015	322	20,500.00
9/20/2023	0000010642	0000001000	DAVY ARCHITECTURE INC	CONTRACTED SERVICES	2133	9010300	6200050	380	37,500.00
Total for 2133									373,000.00
9/14/2023	0000010623	0000001022	GC FENCE CORP	CONTRACTED SERVICES	2139	9010305	6200076	011	11,280.00
9/26/2023	0000010654	0000001000	DAVY ARCHITECTURE INC	CONTRACTED SERVICES	2139	9010305	6200015	011	58,200.00
Total for 2139									69,480.00
9/26/2023	0000010655	0000000782	LORD ARCHITECTURE INC.	PROFESSIONAL SERVICES	2518	9010501	6200015	324	19,700.00
Total for 2518									19,700.00
Grand Total									2,325,452.94

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of September 1, 2023 through September 30, 2023 with checks #14-057698 through #14-066317 for a total expenditure of \$1,619,853.57 from the following sources:

- General Fund - \$1,388,732.52
- Child Development Fund- \$938.71
- Child Nutrition Fund -\$ 210,133.90
- Building Fund Prop -\$20,048.44

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of September 1, 2023 through September 30, for a total expenditure of \$1,619,853.57. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$1,619,853.57

(Amount)

Various (see above)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Exenditure Report
9/1/23/-9/30/23

Warrant ID	Payee	Date	61	Fund	Description
14057698	RAPTOR TECHNOLOGIES, LLC	9/5/2023	2783.07	0100	CONTRACTED SERVICES
14057699	AARDVARK ANT & PEST CONTROL INC.	9/5/2023	2217.00	0100	CONTRACTED SERVICES
14057700	WALSH & ASSOCIATES, APC	9/5/2023	207.00	0100	LEGAL SERVICES
14057701	DFS FLOORING LP	9/5/2023	4015.00	0100	CONTRACTED SERVICES
14057702	LAKESHORE	9/5/2023	13177.44	0100	INSTRUCTIONAL SUPPLIES
14057703	GOPHER SPORT	9/5/2023	8898.54	0100	INSTRUCTIONAL SUPPLIES
14057704	RANCHO SAN DIEGO NURSERY INC	9/5/2023	2624.40	0100	GROUND SUPPLIES
14057705	THE COLLEGE BOARD	9/5/2023	22445.37	0100	INSTRUCTIONAL SUPPLIES
14058618	MRC SMART TECHNOLOGY SOLUTIONS	9/7/2023	12204.61	0100	CONTRACTED SERVICIES
14058620	SARINA HEMUNGKORN	9/7/2023	48.44	0100	REIMBURSEMENT
14058622	CAL PACIFIC TRUCK CENTER ,LLC	9/7/2023	8490.34	0100	CONTRACTED SERVICES
14058623	MICHAEL FERGUSON	9/7/2023	21360.00	0100	PROFESSIONAL SERVICES
14058624	WAXIE SANITARY SUPPLY	9/7/2023	16577.09	0100	CUSTODIAL SUPPLIES
14058625	REFRIGERATION SUPPLIES	9/7/2023	3168.29	0100	MAINTENANCE SUPPLY
14059691	LUPITA GARCIA	9/11/2023	60.00	0100	REIMBURSEMENT
14059692	EFRAIN IVAN MANRIQUEZ	9/11/2023	109.32	0100	MILEAGE
14059693	MIGUEL ORTEGA	9/11/2023	68.00	0100	MILEAGE
14059694	PATHWAY COMMUNICATIONS LTD	9/11/2023	3983.30	0100	TECHNOLOGY EQUIPMENT
14059695	POWERSCHOOL GROUP LLC	9/11/2023	48512.50	0100	CONTRACTED SERVICES
14059696	VOCAL T.R.A.C.K. SPEECH &	9/11/2023	1650.00	0100	CONTRACTED SERVICES
14059698	CRYSTAL HENRY	9/11/2023	60.00	0100	REIMBURSEMENT
14059699	GRUENBERG LAW CLIENT TRUST	9/11/2023	130000.00	0100	LEGAL SERVICES
14059700	REPUBLIC SERVICES	9/11/2023	23656.57	0100	UTILITIES
14059701	WHOLESALE SCHOOLWEAR, INC.	9/11/2023	9432.00	0100	SCHOOL UNIFORMS
14060944	CORODATA RECORDS MANAGEMENT, INC.	9/14/2023	497.49	0100	CONTRACTED SERVICES
14060945	KEENAN & ASSOCIATES	9/14/2023	142.44	0100	PROFESSIONAL SERVICES
14060946	WINET PATRICK GAYER CREIGHTON	9/14/2023	3793.48	0100	LEGAL SERVICES
14060947	U.S. BANK	9/14/2023	6000.00	0100	CONTRACTED SERVICES
14060948	DAILY JOURNAL CORPORATION	9/14/2023	120.75	0100	CONTRACTED SERVICES
14060949	THE STEPPING STONE GROUP	9/14/2023	15500.00	0100	PROFESSIONAL SERVICES
14060950	THE SPEECH PATHOLOGY GROUP, INC	9/14/2023	11182.40	0100	PROFESSIONAL SERVICES
14060951	THE MUSIC THERAPY CENTER OF CALIFORNIA	9/14/2023	995.00	0100	PROFESSIONAL SERVICES
14060952	TANYA KELLER	9/14/2023	1387.50	0100	PROFESSIONAL SERVICES

Exenditure Report
9/1/23/-9/30/23

Warrant ID	Payee	Date	61	Fund	Description
14060953	PACIFIC PURE WATER SYSTEMS LLC	9/14/2023	129.30	0100	CONTRACTED SERVICES
14060954	THE BIRCH AGENCY INC	9/14/2023	11200.00	0100	PROFESSDIONAL SERVICES
14060955	PROCARE THERAPY	9/14/2023	10640.00	0100	PROFESSIONAL SERVICES
14060956	SPEECH TREE THERAPY CENTER	9/14/2023	900.00	0100	PROFESSIONAL SERVICES
14060957	DIXIELINE LUMBER CO	9/14/2023	248.19	0100	MAINTENANCE SUPPLIES
14060958	SAN DIEGO GAS & ELECTRIC	9/14/2023	1885.48	0100	UTILITIES
14060959	PARADIGM HEALTHCARE SERVICES	9/14/2023	288.75	0100	PROFESSIONAL SERVICES
14060960	MCGRAW-HILL	9/14/2023	168730.28	0100	INSTRUCTIONAL MATERIALS
14060961	KONE INC	9/14/2023	11475.18	0100	CONTRACTED SERVICES
14060962	ATKINSON, ANDELSON, LOYA, RUUD	9/14/2023	2389.47	0100	LEGAL SERVICES
14060963	NAPA AUTO PARTS	9/14/2023	426.75	0100	MECHANIC SUPPLIES
14060964	SMART & FINAL	9/14/2023	327.43	0100	INSTRUCTIONAL MATERIALS
14060965	GYM CLOSET	9/14/2023	3011.69	0100	INSTRUCTIONAL SUPPLIES
14060966	EMPLOYMENT DEVELOPMENT DEPT.	9/14/2023	625.35	0100	CONTRACTED SERVICES
14060967	RUSSELL SIGLER, INC	9/14/2023	1966.88	0100	MAINTENANCE SUPPLIES
14060968	N2Y INC	9/14/2023	4863.22	0100	INSTRUCTIONAL MATERIALS
14060969	UNITED PLUMBING HEATING AIR	9/14/2023	18755.00	0100	CONTRACTED SERVICES
14060970	AMAZON CAPITAL SERVICES	9/14/2023	15604.03	0100	INSTRUCTIONAL MATERIALS
14060972	THE COLLEGE BOARD	9/14/2023	2340.28	0100	INSTRUCTIONAL MATERIALS
14060973	XEROX CORPORATION	9/14/2023	6724.05	0100	CONTRACTED SERVICES
14062410	CRYSTAL CLEAR GLASS & MIRROR	9/18/2023	607.70	0100	MAINTENANCE SUPPLIES
14062411	WILLIAM H. SADLIER, INC	9/18/2023	7309.19	0100	INSTRUCTONAL MATERIALS
14062412	WALSH & ASSOCIATES, APC	9/18/2023	77.00	0100	LEGAL SERVICES
14062413	NATIONAL CITY TROPHY	9/18/2023	8788.09	0100	AWARDS & INCENTIVES
14062414	BEN REAZEAL	9/18/2023	484.13	0100	OFFICE SUPPLIES
14062415	WESTERN PSYCHOLOGICAL SERVICES	9/18/2023	1085.71	0100	INSTRUCTIONAL MATERIALS
14062416	NAPA AUTO PARTS	9/18/2023	153.11	0100	MECHANIC SUPPLIES
14062417	COOLE SCHOOL	9/18/2023	946.80	0100	INSTRUCTIONAL MATERIALS
14062418	IMPERIAL SPRINKLER SUPPLY	9/18/2023	320.00	0100	GROUNDS SUPPLIES
14062419	SMART & FINAL	9/18/2023	1085.98	0100	REFRESHMENT
14062420	SOUTHWEST SCHOOL & OFFICE	9/18/2023	2677.62	0100	INSTRUCTIONAL SUPPLIES
14062421	SUPER DUPER PUBLICATION	9/18/2023	236.51	0100	INSTRUCTIONAL MATERIALS
14062422	BEST BEST & KRIEGER LLP	9/18/2023	20451.30	0100	LEGAL SERVICES

Exenditure Report
9/1/23/-9/30/23

Warrant ID	Payee	Date	61	Fund	Description
14062423	SOUTH BAY COMMUNITY SERVICES	9/18/2023	64460.00	0100	PROFESSIONAL SERVICES
14062424	STOTZ EQUIPMENT	9/18/2023	360.81	0100	GROUNDS SUPPLIES
14063518	LIBERTY FLAGS, INC.	9/21/2023	495.00	0100	OFFICE MATERIALS
14063519	VECTOR USA	9/21/2023	16194.46	0100	PROFESSIONAL SERVICES
14063520	BMR HEALTH SERVICES, INC	9/21/2023	88320.00	0100	PROFESSIONAL SERVICES
14063521	MARTA RODRIGUEZ DE TORRES	9/21/2023	28.56	0100	MILEAGE
14063523	XEROX FINANCIAL SERVICES	9/21/2023	9274.25	0100	CONTRACTED SERVICES
14063524	MARK KIRCHER	9/21/2023	46.18	0100	MILEAGE
14063525	LORENA GUERRERO	9/21/2023	191.34	0100	REIMBURSEMENT
14063526	PURCHASE POWER	9/21/2023	3143.78	0100	CONTRACTED SERVICES
14063528	EFRAIN IVAN MANRIQUEZ	9/21/2023	129.82	0100	MILEAGE
14063529	AMBER ELLIOTT	9/21/2023	69.56	0100	MILEAGE
14063530	MARGARITA MEZA	9/21/2023	105.75	0100	REIMBURSEMENT
14063531	SASHANAE BUCHANAN	9/21/2023	336.98	0100	REIMBURSEMENT
14063533	IXL LEARNING INC.	9/21/2023	8925.00	0100	CONTRACTED SERVICES
14063534	MARIANNA ROCHIN	9/21/2023	26.20	0100	MILEAGE
14063535	EDTHEORY LLC	9/21/2023	34865.57	0100	PROFESSIONAL SERVICES
14063536	KYO AUTISM THERAPY, LLC	9/21/2023	4725.52	0100	PROFESSIONAL SERVICES
14063537	ANDRES REZENDEZ	9/21/2023	41.46	0100	REIMBURSEMENT
14063538	CRISTINA INZUNZA	9/21/2023	44.08	0100	MILEAGE
14063539	REBECCA BRAVO	9/21/2023	141.36	0100	REIMBURSEMENT
14063540	SAM & ROSE STEIN EDUCATION	9/21/2023	7668.79	0100	PROFESSIONAL SERVICES
14063542	THE INSTITUTE FOR EFFECTIVE	9/21/2023	4234.48	0100	PROFESSIONAL SERVICES
14063544	SAFEWAY INC. -VONS DIVISION	9/21/2023	130.70	0100	REFRESHMENTS
14063547	CAROLINA HERNANDEZ	9/21/2023	31.70	0100	MILEAGE
14063550	GOPHER SPORT	9/21/2023	5047.87	0100	INSTRUCTIONAL SUPPLIES
14063551	PITNEY BOWES	9/21/2023	449.95	0100	OFFICE SUPPLIES
14063552	CALIFORNIA DEPT. OF JUSTICE	9/21/2023	637.00	0100	CONTRACTED SERVICES
14063553	RCP BLOCK & BRICK	9/21/2023	111.78	0100	GROUNDS SUPPLIES
14063555	PRO ED	9/21/2023	2071.23	0100	INSTRUCTIONAL MATERIALS
14063556	I B TROPHIES & AWARDS	9/21/2023	1526.46	0100	OFFICE MATERIALS
14063557	CPI	9/21/2023	4725.61	0100	INSTRUCTIONAL MATERIALS
14063558	FEDEX	9/21/2023	34.86	0100	CONTRACTED SERVICES

Exenditure Report
9/1/23/-9/30/23

Warrant ID	Payee	Date	61	Fund	Description
14063559	VALLEY INDUSTRIAL SPECIALTIES	9/21/2023	2336.61	0100	MAINTENANCE SUPPLIES
14063561	ACE COOLERS INC	9/21/2023	3628.18	0100	CONTRACTED SERVICES
14063562	MICHAEL BAKER INTERNATIONAL	9/21/2023	1954.06	0100	PROFESSIONAL SERVICES
14063563	TEAMTALK NETWORK	9/21/2023	437.58	0100	CONTRACTED SERVICES
14063564	EDUPOINT EDUCATIONAL SYSTEMS	9/21/2023	4500.00	0100	CONTRACTED SERVICES
14063566	MONTGOMERY HARDWARE CO.	9/21/2023	4235.17	0100	MAINTNENANCE SUPPLIES
14063567	SIR SPEEDY PRINTING 02890	9/21/2023	1053.80	0100	OFFICE MATERIALS
14065012	PANORAMA EDUCATION INC	9/25/2023	23475.00	0100	CONTRACTED SERVICES
14065013	PARRON-HALL	9/25/2023	1278.28	0100	OFFICE MATERIALS
14065014	WALMART	9/25/2023	1102.45	0100	REFRESHMENTS
14065015	AMAZON CAPITAL SERVICES	9/25/2023	17965.77	0100	INSTRUCTIONAL SUPPLIES
14066287	P.I.P.S.	9/28/2023	73540.42	0100	PROFESSIONAL SERVICES
14066288	KELLY SPICERS STORES	9/28/2023	1061.12	0100	PUBLICATION SUPPLIES
14066289	MAXIM HEALTHCARE SERVICES, INC	9/28/2023	86127.50	0100	PROFESSIONAL SERVICES
14066290	PANERA BREAD COMPANY	9/28/2023	1476.04	0100	CONTRACTED SERVICES
14066291	KEYGUARD ASSISTIVE TECHNOLOGY	9/28/2023	91.79	0100	INSTRUCTIONAL MATERIALS
14066292	WEX BANK	9/28/2023	5772.11	0100	CONTRACTED SERVICES
14066293	IXL LEARNING INC.	9/28/2023	16145.00	0100	CONTRACTED SERVICES
14066294	MOBYMAX LLC	9/28/2023	1054.00	0100	CONTRACTED SERVICES
14066295	CAL PACIFIC TRUCK CENTER ,LLC	9/28/2023	5264.26	0100	CONTRACTED SERVICES
14066296	THE SPEECH PATHOLOGY GROUP, INC	9/28/2023	32155.20	0100	PROFESSIONAL SERVICES
14066297	EMMA LANDCARE, INC	9/28/2023	12400.00	0100	CONTRACTED SERVICES
14066298	6CRICKETS INC	9/28/2023	27000.00	0100	PROFESSIONAL SERVICES
14066299	MICHAEL FERGUSON	9/28/2023	13440.00	0100	PROFESSIONAL SERVICES
14066301	CITY TREASURER	9/28/2023	17163.60	0100	UTILITIES
14066302	WAXIE SANITARY SUPPLY	9/28/2023	20227.89	0100	CUSTODIAL SUPPLIES
14066303	PARADIGM HEALTHCARE SERVICES	9/28/2023	500.00	0100	PROFESSIONAL SERVICES
14066304	GRAINGER	9/28/2023	814.43	0100	GROUPS SUPPLIES
14066305	HAWTHORNE MACHINERY	9/28/2023	1755.73	0100	CONTRACTED SERVICES
14066306	OFFICE DEPOT	9/28/2023	2087.33	0100	PUBLICATION SUPPLIES
14066307	UNITED RENTALS	9/28/2023	3156.47	0100	CONTRACTED SERVICES
14066308	A-Z BUS SALES, INC.	9/28/2023	3836.94	0100	MECHANICAL SUPPLIES
14066309	BENCHMARK EDUCATION COMPANY	9/28/2023	18407.01	0100	INSTRUCTIONAL MATERIALS

Exenditure Report
9/1/23/-9/30/23

Warrant ID	Payee	Date	61	Fund	Description
14066310	AT&T	9/28/2023	16647.49	0100	UTILITIES
14066311	ACE COOLERS INC	9/28/2023	2399.26	0100	CONTRACTED SERVICES
14066312	R&L PERFORMANCE AUTO SERVICE	9/28/2023	2119.13	0100	CONTRACTED SERVICES
14066313	SAN YSIDRO SCHOOL DISTRICT	9/28/2023	12043.03	0100	PCARD REPLENISH
14066314	R&R CONTROLS INC	9/28/2023	2388.00	0100	CONTRACTED SERVICES
14066315	AMAZON CAPITAL SERVICES	9/28/2023	960.97	0100	INSTRUCTIONAL MATERIALS
14066316	ALBERTO CARLOS HERRERA	9/28/2023	998.30	0100	CONTRACTED SERVICES
14066317	FLYERS ENERGY	9/28/2023	5014.68	0100	DIESEL
Total Fund 01			\$ 1,388,732.52		
14058626	SOUTHWEST SCHOOL & OFFICE	9/7/2023	530.28	1200	INSTRUCTIONAL SUPPLIES
14063541	LAKESHORE	9/21/2023	408.43	1200	INSTRUCTIONAL MATERIALS
Total Fund 12			\$ 938.71		
14058619	SADDER SAHIB	9/7/2023	44.21	1300	MILEAGE
14063517	ANA BUSH	9/21/2023	164.16	1300	MILEAGE
14063522	GOLD STAR FOODS	9/21/2023	124859.32	1300	CAFETERIA FOOD
14063527	PANERA BREAD COMPANY	9/21/2023	5200.73	1300	REFRESHMENTS
14063532	SYSCO SAN DIEGO INC.	9/21/2023	3605.39	1300	CONTRACTED SERVICES
14063543	HOLLANDIA DAIRY INC.	9/21/2023	33470.20	1300	CAFETERIA FOODS
14063545	P&R PAPER SUPPLY COMPANY, INC.	9/21/2023	12358.70	1300	CAFETERIA PAPER GOODS
14063546	OFFICE DEPOT	9/21/2023	11373.98	1300	OFFICE SUPPLIES
14063548	ECONOMY RESTAURANT EQUIPMENT	9/21/2023	3934.08	1300	CAFETERIA SUPPLIES
14063549	HOME DEPOT	9/21/2023	6831.67	1300	CAFETERIA SUPPLIES
14063554	LLOYD PEST CONTROL CO.	9/21/2023	273.00	1300	CONTRACTED SERVICES
14063560	CALIFORNIA DEPARTMENT OF	9/21/2023	134.55	1300	CONTRACTED SERVICES
14063565	AMERICAN PRODUCE DISTRIBUTORS	9/21/2023	7883.91	1300	CAFETERIA FOODS
Total Fund 13			\$ 210,133.90		
14058621	TOM SILVA CONSULTING	9/7/2023	7700.00	2133	PROFESSIONAL SERVICES
14059697	FASTSIGNS 69801	9/11/2023	1068.44	2133	CONTRACTED SERVICES
14066300	GC FENCE CORP	9/28/2023	11280.00	2139	CONTRACTED SERVICES
Total Fund 21-33			\$ 20,048.44		
Grand total			\$ 1,619,853.57		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

October 19, 2023

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	CDW-G	Provide Uninterruptible Power Supply Expanded Basic Operator Training.	\$1,748.71	General	Adrianzen/Lewis
2	Connect4Kids Psychological Services	Provide independent psychological and academic evaluations for students with special needs.	\$8,500.00	Special Education	Little/Madera
3	Document Tracking Services	Provide a web-based tracking accountability system for documents and reports. (2023-24)	\$2,500.00	General	Little
4	Follett School Solutions LLC	Provide Destiny System upgrade. (2023-24)	\$328.90	General	Adrianzen/Lewis
5	Functional Integrated Therapeutic Services (FITS)	Provide independent physical therapy assessments for a student with special needs. (2023-24)	\$4,250.00	Special Education	Little/Madera
6	Gloria Gonzalez Photography	Provide school portraits and other specialty items for students and staff. (2023-24)	N/A	N/A	Adrianzen
7	Image One	Provide RocketScan software, technical support and maintenance of the equipment used to process, track and generate Income Survey Forms for LCFF submittal. (2023-24)	\$5,733.55	General	Adrianzen/Lewis
8	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Amendment No. 1 - to include an onsite DSA Inspector for the HVAC Replacement Project at Sunset Elementary School. (2023-24)	\$4,838.00	2021 COPs Refinancing	Iniguez
9	Radiant Kids Therapy	Provide independent physical therapy assessments for a student with special needs. (2023-24)	\$4,400.00	Special Education	Little/Madera
10	San Diego Center for Vision Care Optometry	Provide independent vision therapy for a student with special needs. (2023-24)	\$2,400.00	Special Education	Little/Madera
11	San Ysidro Health Center, Inc.	Amendment No. 2 - Provide various health related services including mental health services. (2023-2026)	N/A	N/A	Little/Villezcas
12	School Services of California	Provide Fiscal and Management Information Services including Cadie & Sabre reports)	\$5,300.00	General	Adrianzen
13	VectorUSA	Provide installation of Cisco Meraki equipment.	\$7,400.00	General	Adrianzen/Lewis

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Information Management Systems
Todd Lewis, Director

Informational
 Action

AGENDA ITEM: CDW-G UNINTERRUPTIBLE POWER SUPPLY - EXPANDED BASIC OPERATOR TRAINING

BACKGROUND INFORMATION:

The District currently has a large, enterprise level, uninterruptable power supply (UPS) that ensures the servers and main network hardware located at the District continue to operate for a limited time in the event of a power outage. In the future, this battery backup system will continue to provide instantaneous battery power to the server room during electrical outages for a limited time until the new generator turns on.

This request will provide training for the Technology Team on the basic use and operation of this APC brand uninterruptable power supply. This knowledge will allow the Technology Department to perform testing as needed, general maintenance and operation of the UPS system in case of an electrical outage and in the event of an emergency.

RECOMMENDATION:

Approve/Ratify the Uninterruptible Power Supply Expanded Basic Operator Training from CDWG in the amount of \$1,748.71 from the General fund.

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 #

9832

\$1,748.71

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Thank you for choosing CDW. We have received your quote.

QUOTE CONFIRMATION

TODD LEWIS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NMXX033	8/23/2023	APC EXPANDED BASIC OPERATOR	12408780	\$1,748.71

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM Mfg. Part#: NEW-ITEM WADDFSETRN Expanded Basic Operator Training Contract: Standard Pricing	1	NEW-ITEM	\$1,598.50	\$1,598.50

SUBTOTAL	\$1,598.50
SHIPPING	\$26.33
SALES TAX	\$123.88
GRAND TOTAL	\$1,748.71

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SAN YSIDRO SCHOOL DISTRICT ACCTS PAYABLE 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: SAN YSIDRO SCHOOL DISTRICT TODD LEWIS 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Jeff Polk | (866) 639-2816 | jeffpol@cdwg.com

Need Help?



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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH CONNECT4KIDS PSYCHOLOGICAL SERVICES

BACKGROUND INFORMATION:

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

Connect4Kids Psychological Services, an independent agency, has been selected by the parents to perform independent psychological and academic evaluations for their child with special needs.

This Amendment is to include services for an additional student. The compensation will increase from \$4,250.00 to \$8,500.00.

RECOMMENDATION:

Approve/Ratify the amendment to the Connect4Kids Psychological Services Agreement to provide independent psychological and academic evaluations for students with special needs in the amount of \$8,500.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$8,500.00
(Amount)

Special Education Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 1

The Professional Services Agreement between San Ysidro School District (District) and Connect4Kids Psychological Services (Consultant) was entered on July 14, 2023, to provide independent psychological and academic evaluations for students with special needs.

Amendment No. 1 - The following sections are being amended.

- EXHIBIT A: Add the following to the Scope of Work.
 - Adding services for a new student at . (\$4,250.00)
- SECTION 2.1 FEES: The cost implication for the additional services described above will increase from \$4,500.00 to \$8,500.00. The new not-to-exceed contract total is \$8,500.00.

All other Terms and Conditions of the Agreement dated July 14, 2023, remain the same.

The District and Consultant, 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.

Connect4Kids Psychological Services

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Gina A. Potter, Ed.D., Superintendent

Print Name, Title

Date

Board Approved/Ratified

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM: Educational Services, Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: LICENSE AGREEMENT WITH DOCUMENT TRACKING SERVICES

BACKGROUND INFORMATION:

Document Tracking Services (DTS) provides small businesses, public/private school systems and the real estate industry an easy-to-use, web-based application that allows these different entities to create, edit and track critical documents. The idea behind our effective web-based application is to streamline and provide a consistent way organizations and companies create documents while providing significant cost savings as well as re-directing staff resources. This web-based application eliminates faxing documents; provides more flexibility to staff work schedules (clients can access from anywhere) and provides 100% accountability in tracking their documents and/or reports.

Educational Services needs to have the license agreement with Document Tracking Services (DTS) renewed for the 2023-24 school year. The maximum number of documents per school district is limited to five (5) and our District will continue to use it for the following:

1. 2023 School Plan for Student Achievement (CDE Template)
2. 2023 Local Control and Accountability Plan (CDE Template)
3. Other to be identified as needed.

The term of the agreement is for one (1) year.

RECOMMENDATION:

Approve the one-year license agreement with Document Tracking Services (DTS) to provide a web-based documents and reports tracking accountability system at the total cost of \$2,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.2

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



LICENSING AGREEMENT

This Agreement effective **November 15, 2023**, is made and entered into by **San Ysidro Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,500**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: September 19, 2023

Licensee: San Ysidro Elementary School District

By: _____
Gina A. Potter, Ed.D., Superintendent

Date: _____

Board approved:



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2023 School Plan for Student Achievement (CDE Template)
2. 2023 Local Control and Accountability Plan (CDE Template)
3. Others to be identified as needed.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Information Management Systems
Todd Lewis, Director

Informational
 Action

AGENDA ITEM: AMENDMENT D TO THE FOLLETT SCHOOL SOLUTIONS LLC
AGREEMENT

BACKGROUND INFORMATION:

The District has been using Follett’s Destiny library software for checking out books to students and staff for many years. This web-based system is currently hosted in the District.

On June 8, 2023, the Governing Board approved the Destiny System renewal and website upgrade at a cost of \$40,599.85. Amendment D is to include the fees of \$328.90 for the required Destiny upgrade to the current version that was omitted in Amendment C.

RECOMMENDATION:

Approve/Ratify Amendment D to the Follett School Solutions LLC agreement for the Destiny System upgrade in an amount of \$328.90 from the General fund.

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 #

\$328.90

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Amendment D
Destiny[®] Resource Management Agreement
San Ysidro School District
Quote # 1147308-2
Customer # 0469192
October 4, 2023

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions, LLC (“Follett”) and San Ysidro School District (“you”) in San Ysidro, CA dated February 1, 2010 (the “Agreement”) is effective October 4, 2023. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid for 90 days from the date of this document.

Modifications to the Agreement

You and Follett (the “parties”) agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

Summary of Software and Services: Initial Fees	Pricing
The total dollar amount included in this Amendment is	\$ 328.90
Additional Services	

- Destiny Upgrade – One Upgrade to Current Version

Please Note:

- All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.
- All pricing is listed in United States dollars.
- Payment terms are Net 30 days from Invoice.
- To the extent allowable by law, this Amendment is strictly confidential.

By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, LLC

San Ysidro School District

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Gina A. Potter, Ed.D.

Title: _____

Title: _____

Superintendent

Address: _____

1340 Ridgeview Drive

E-mail _____

Address: _____

McHenry, IL 60050

Address: _____

4350 Otay Mesa Road

San Ysidro, CA 92173

Date: _____

Date: _____

Board ratified: 10-19-23

Do you have a PO to attach for this purchase?

Yes

No, I will provide at a later date

No, I will not be using a PO

Please provide a reference for Billing Purposes
(such as the Billing Contact's Name):

To ensure your project starts when planned and goes smoothly, please provide us with the information listed below:

- Ensure that the data on Schedule A is accurate (if attached).
- An authorized representative of your District needs to **sign above**. Please make sure you return **ALL PAGES** of the signed document to your sales consultant.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH FUNCTIONAL INTEGRATED THERAPEUTIC SERVICES (FITS)

BACKGROUND INFORMATION:

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

Sharon Criger Physical Therapy P.C., dba: FITS-PT an independent agency, has been selected by the parents of a child with special needs to perform independent physical therapy assessment.

Cost implications: \$4,250.00 including IEP attendance for presentation of report.

RECOMMENDATION:

Approve/Ratify the agreement with Functional Integrated Therapeutic Services (FITS) Physical Therapy for the 2023-2024 school year to provide independent physical therapy assessment for a student with special needs at a cost of \$4,250.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$4,250.00
(Amount)

Special Education Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 1st day of September 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Functional Integrated Therapeutic Services
Company/Consultant

858-695-9444
Telephone Number

9565 Waples Street, Suite 100, San Diego, CA 92121
Address

www.FITS-PT.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: September 1, 2023 To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

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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.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

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by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Functional Integrated Therapeutic Services
Name:	Sharon A. Criger, PT, DPT
Title:	
Address:	9565 Waples Street, Suite 100
City/State/Zip Code:	San Diego, CA 92121-6305
Telephone:	858-695-9444
Email:	sharon@fitspt.com

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@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

Functional Integrated Therapeutic Services

Firm Name

Signature of Authorized Agent

Sharon A. Criger, PT, DPT

Print Name, Title

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

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ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c) Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant’s employees and/or Subconsultants/Subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant’s failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Consultant’s individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District’s Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District’s Governing Board that none of the Consultant’s employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District’s Governing Board that all of the Consultant’s and Subconsultant’s/Subcontractor’s employees- individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Functional Integrated Therapeutic Services

Name/title of authorized representative (Print) Sharon A. Criger, PT, DPT

Signature _____ Date _____

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ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

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EXHIBIT A

SCOPE OF WORK



9565 Waples St. Ste. 100 - San Diego, CA 92121 • Phone: 858.695.9444 • Fax: 619-567-8094

2023-2024 Physical Therapy Services Rate Sheet Effective August 15, 2023

Physical Therapy Assessment/IEE Base Fee Includes foundational skill and functional mobility assessment to include fall risk, and typewritten report. Additional charges apply for school site visit and standardized testing	\$1500.00
Outcome measures (e.g. TGMD-3, BOT-2, Sensorimotor Performance Analysis, QNST-3 Brigance Inventory of Early Development III, Standardized, GMFM-66/88)	\$300.00/test
IEP meeting attendance + mileage if in person/phone & ZOOM available	\$135.00/hour
Physical Therapy Direct Service (in office)	\$135.00/hour
Out of Office Physical Therapy Consultation or Training Services + mileage if in person/phone & ZOOM available	\$135.00/hour
Inservice Presentation + mileage if in person/phone & ZOOM available	\$135.00/hour
Out of Office/School Site Visit + mileage	\$135.00/hour
Review and Analysis of Records	\$125.00/hour
Short Report Fee (e.g. Annual Progress Summary, Draft Goals, Benchmark Updates, Goal Progress, Present Levels, Home Program, Visual Schedule)	\$65.00/report

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

BACKGROUND INFORMATION:

Gloria Gonzalez Photography has been providing school portraits and other specialty items for students and staff. Services are provided based on principal's choice to participate. Participating schools receive a commission for portrait packages that are sold. School principal may designate and work in conjunction staff to coordinate student activities/events and purchase incentives with the commission from these services.

RECOMMENDATION:

Approve the agreement with Gloria Gonzalez Photography to provide school portraits and other specialty items for students and staff for school year 2023-24.

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

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PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 20th day of October 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Gloria Gonzalez Photography

Company/Consultant

(619) 409-2027

Telephone Number

5317 Vista Santa Margarita, San Diego, CA 92154

Address

fotografiagloria@gmail.com

Email

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.

(1) All photographs taken pursuant to this Agreement shall be processed and printed exclusively in the United States of America.

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 maintain a valid and current City of San Diego Business Tax Certificate for the duration of 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: October 20, 2023

To: June 30, 2024

The Initial 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.

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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 a reasonable time and in accordance with this Agreement.

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 Company Contract 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

SAN YSIDRO SCHOOL DISTRICT

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to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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 Service. 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

(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 Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage 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.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability: \$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** 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. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*

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

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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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 and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

Consultant hereby grants to 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 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.

4.8 CONFIDENTIALITY

All photographs, video, data, materials, products, technology, financial information and other documents ("Confidential Information"), either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Confidential Information shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the services performed pursuant to this Agreement. Consultant shall not disclose, cause or facilitate the disclosure of the Confidential Information to any person or entity not connected with the performance of the

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services or this Agreement. Consultant shall adhere to all relevant Family Educational Rights and Privacy Act (FERPA) Regulations. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known or has become known to the related industry shall be deemed confidential.

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 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 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.

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub

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consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

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:

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 attach a copy of this verification.)**

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 employees.

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:	Gloria Gonzalez Photography
Name:	Gloria Gonzalez
Title:	Owner
Address:	5317 Vista Santa Margarita
City/State/Zip code:	San Diego, CA 92154
Telephone:	(619) 409-2027
Email:	fotografiagloria@gmail.com

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476 ext. 3003	
Email:	Patricia.caro@syzdschools.org	

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement and includes the Coronavirus Addendum.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

CONSULTANT

Gloria Gonzalez Photography

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

Gina A. Potter, Ed.D., Superintendent

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

COVID-19

Vaccination & Testing Requirements

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/Service Provider 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/Service Provider to ensure there is no interruption of service to District if the Contractor/Service Provider and any employee, volunteer and/or agent of the Contractor/Service Provider fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Service Provider 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.

Consultant's Initials _____

SAN YSIDRO SCHOOL DISTRICT

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SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 Fingerprinting and Criminal Background Investigation Requirements

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

_____ (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.

_____ (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____ (Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

_____ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____ (Initial) Consultant's individuals/employees 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.

_____ (Initial) Consultant will provide a list of their employee's names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____ (Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify 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 that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____



August 2023

San Ysidro District School,

I would like to present who we are and our proposals for this upcoming school cycle.

Before I begin, I would like to inform you a bit about our long work history as a professional photography studio in the school environment.

We have more than 30 years of experience as a photography studio. In the San Ysidro School District, we have offered our services for more than 25 years in which we have served as photographers and as professional designers from the photo shoots to the very last detail in turning in the photographs. We are always making sure we offer our upmost professionalism and excellent quality service. All the work that we offer is retouched and edited. For the finishing product, all of our prints are texturized (to keep from damaging) cut out (for sizes), and packaged for proper presentation of the work. For those prints that are 8x10 or larger, we mount them on a white carton especially made for photography paper.

Up to this moment, the packages that we have offered to the schools in the district have been the following:

Christmas Package:

We bring a professional portable studio set up which includes the holiday background, the lighting necessary and a tripod for the camera, a person dressed as Santa Claus and some props for example; Christmas hats, scarves, and stuffed toys (holiday themed)

Spring Package:

We bring a professional portable studio set up including a spring background, necessary lighting, and a tripod for the camera. We have a person dressed as an Easter bunny and props suitable for the occasion such as bunny ear headbands, spring hats and stuffed toys (spring themed), the bunny suit is optional. It is possible to just have spring props such as a chair and basket.

Graduation Package:

We bring a professional portable studio set up with a proper background for professional graduation pictures and necessary lighting. In this package we take a group photo with the school uniform or with the graduation suit (dress, suit, etc.) Each school decides how they want the picture taken. For the individual picture, we bring the cap and gown (we have different colors).

For this School cycle we have a few package proposals:

Christmas Package: The sessions are usually in the month of November.

- 1) calendar 6x10
 - 2) 5x7's
 - 1) 3.5X5
 - 4) wallets
 - 6) gift tags
- price: \$35 dlls.

Spring Package: The sessions are usually taken in the month of March

- 1) 6x10
 - 2) 5x7's
 - 1) 3.5x5's
 - 4) wallets
- Price: \$35 dlls.

Graduation Package: The sessions are usually taken in the month of April and May

- 1) 8x10
 - 2) 5x7's
 - 8) wallets
 - 1) 6x12 Group Photo
- Price: \$45 dlls.

Additional specialty items include mugs for the three packages and a snow globe for the Christmas Package for an extra cost of \$12 and 15 dlls. respectively, additional to the package.

Up to this moment we have worked directly with the PTA in each school and have left a certain amount of earnings from each package to help PTA fundraising.

This year we will leave \$4 dollars per package and \$1 for each specialty item bought.



For the graduation package we have worked with preschool, TK, kindergarten and occasionally 6th grade students. We do offer more services than the ones stated above. It is a matter of letting us know what you are looking for and we can accommodate.

We understand that these services are in no way obligatory, therefore we do not ask for a minimum of students to sign up for the packages for us to come and offer our services. This way the school does not feel obliged to gather enough people. We are only requesting to be able to continue our photography services in the San Ysidro School District with your consent.

Thank you for your time and consideration. I hope that the above information has proved that we are a professional photography service and that with this, we will be considered to be able to work within the district for this school cycle and others to come.

Sincerely,
Gloria A. Gonzalez
of Gloria Gonzalez Photography



**Schools Pictures Dates
San Ysidro School District**

Christmas pictures 2023

Date	School
November 1 st	La Mirada Elementary School
November 2 nd	Smythe Elementary School
November 14 th	Sunset Elementary School
November 14 th	Sunset Preschool
November 15 th	Ocean View Hills Elementary School
November 15 th	Ocean View Hills Preschool
November 16 th	CDC (Child Development Center)
November 17 th	Willow Elementary School

Spring/Easter pictures 2024

Date	School
February 20 th	Sunset Elementary School
February 20 th	Sunset Preschool
February 21 st	Ocean View Hills Elementary School, Kinder and TK
February 21 st	Ocean View Hills Preschool
February 22 th	CDC (Child Development Center)
February 28 th	La Mirada Elementary School
February 29 th	Smythe Elementary School
March 1 st	Willow Elementary School

Graduation pictures 2024

Date	School
April 26 th	Oceanview Elementary School 5 th grade
April 30 th	Willow Elementary School
May 1 st	La Mirada Elementary School
May 2 nd	Smythe Elementary School
May 3 rd	Sunset Elementary School
May 7 th	Sunset Preschool
May 8 th	Ocean View Hills Preschool, Kinder and TK
May 9 th	CDC (Child Development Center)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH IMAGE ONE FOR 2023-24

BACKGROUND INFORMATION:

The Rocketscan software by Image One, is a software solution for public school district's Food Service Departments that automates the processing of free & reduced meal applications. With Rocketscan, school districts can scan their meal applications and income forms into the software system for automated processing, increasing accuracy.

The District would like to renew the agreement for maintenance of equipment used to process, track and generate Income Survey Forms for LCFF submittal and provide online services for RocketSCAN and LCFF.

RECOMMENDATION:

Approve/Ratify the agreement with Image One for the RocketScan software, technical support and maintenance of the equipment used to process, track and generate Income Survey Forms for LCFF submittal in an amount up to \$5,733.55 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

Up to

\$5,733.55

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Sales Proposal

Date: 10/3/2023
 Todd Lewis
 San Ysidro School District
 4350 Otay Mesa Road



6202 Benjamin Road, Suite 103 Tampa, FL 33634
 Telephone: 800-956-9000
 Fax # 813-769-2257
 Email: ncollins@image-1.com

San Ysidro
 CA
 92173

Phone: 619-428-4476 x 3011 Quote ID #: Fax:

Qty	Description	Price Each	Price Extended
1	RocketSCAN For LCFF Form Processing Support and Maintenance Charges for 23-24 school year		
1	Annual software support & maintenance for 3.5K Scan	\$1,796.8000	\$1,796.80
1	Annual technical support for Online	\$761.9000	\$761.90
1	Annual Web Hosting Fee	\$674.8500	\$674.85
1	Annual RS Cloud Offering	\$2,500.0000	\$2,500.00

Terms: Net 30 Est. Shipping: NA
 TOTAL: **\$5,733.55**

Customer Acceptance

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, and authorizes Image One Corporation to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to Image One Corporation. Customer agrees that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 percent per month. All sales are Final. Defective products will be either fixed or replaced.

Gina A. Potter, Ed.D. Superintendent	10-16-23	<i>Nik Collins</i>
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Customer Acceptance Date Image One Corporation
 San Ysidro School District

Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** June 22, 2023
VIA: Gina A. Potter, Ed.D. **FROM:** Informational
 Superintendent Dr. Jose Iniguez, Assistant Superintendent of Action
 Admin. Leadership, School Support & Safety

AGENDA ITEM: AMENDMENT NO. 1 TO THE NINYO & MOORE AGREEMENT FOR THE
 HVAC REPLACEMENT PROJECT (DSA INSPECTOR)

BACKGROUND INFORMATION:

The HVAC/Bard units located at Sunset School needed to be replaced due to end of life and potential occupational safety concern if not addressed.

On June 10, 2021, the Governing Board approved an agreement with Jackson & Blanc for an HVAC Project at Sunset School. Four HVAC units have been installed and do not require DSA inspection services. The largest HVAC unit that is located above the multipurpose room requires DSA inspection and certified welding inspection. Ninyo & Moore provided field welding special inspection services during installation of the fourth replacement HVAC unit.

Amendment No. 1 includes additional services for an onsite DSA inspector and increase the compensation by \$2,700.00 for a revised maximum amount of \$4,838.00. All other terms and conditions will remain unchanged.

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the Ninyo & Moore Geotechnical & Environmental Sciences Consultants Agreement to include an onsite DSA inspector for the HVAC Replacement Project at Sunset Elementary School. The revised maximum contract fee is \$4,838.00 from the 2021 COPs Refinancing Funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

New Contract Amount

\$4,838.00

(Amount)

2021 COPS Refinancing Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



EXHIBIT B

August 30, 2023
Project No. 109687001

Dr. Jose Iniguez
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Proposal for DSA Project Inspector Services
Sunset Elementary School HVAC Replacement
3825 Sunset Lane, San Ysidro, California
DSA Application No. 04-120809

Dear Dr. Iniguez:

In accordance with your request, we are pleased to submit this proposal to provide Division of the State Architect (DSA) project inspection services during the construction of the Heating, Ventilation, and Air Conditioning (HVAC) Replacement project at the Sunset Elementary School campus in San Ysidro, California. Based on a review of the project documents, the project includes the replacement of four rooftop HVAC units. Three of the units have already been installed, however, project inspection services were not needed for those three. Our services are to focus on providing project inspection services during installation the fourth replacement HVAC unit.

Our estimated fee and scope of services was prepared based on our review of the project plans and the Division of the State Architect (DSA) Form 103 (DSA approval date of March 24, 2022). Our proposal was prepared without the benefit of a project construction schedule. After the formulation of a project schedule, our hours, scope, and fee may be re-evaluated.

SCOPE OF SERVICES

We propose to provide the following special inspection services during construction of the project:

- Coordinating with our subconsultant (Radcliff Inspections) to provide project inspection services during construction.
- Preparing semi-monthly reports.
- Preparing the DSA 152 card for proper project closeout.

ASSUMPTIONS

Our fee estimate is based on the following assumptions:

- This project is subject to San Diego’s Prevailing Wage Determination Year SD-23-63-3-2023-1D.
- Work will be performed during normal business days (Monday through Friday) and during normal business hours.

ESTIMATED FEE

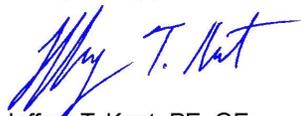
The project inspection services described above will be provided on a time and materials basis. The estimated fee for the project inspection services associated with this project will be \$2,700 (Two Thousand Seven Hundred Dollars). A breakdown of this fee is presented in the table below.

Personnel	Hours	Rate	Total
Project Inspector	16	\$135.00	2,160.00
Contingency	4	\$135.00	540.00
Total			\$2,700.00

Our estimated costs are based on our assumptions of the anticipated services and do not include stand-by time or costs associated with retesting or reinspecting materials that were found to not be in compliance with the project plans and/or specifications. Our services will depend on the construction schedule and the contractor’s operations. It should be noted that the performance of the contractor can substantially affect the duration of our services.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward to us your executed contract documents.

Respectfully submitted,
NINYO & MOORE



Jeffrey T. Kent, PE, GE
Principal Engineer

JTK/mp

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH RADIANT KIDS THERAPY

BACKGROUND INFORMATION:

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

Radiant Kids Therapy an independent agency, has been selected by the parents to perform independent Occupational Therapy (OT) and Speech-Language Pathology (SLP) evaluation for their child with special needs.

Cost implications: \$4,400.00 including IEP attendance for presentation of report.

RECOMMENDATION:

Approve/Ratify the agreement with Radiant Kids Therapy for the 2023-2024 school year to provide independent physical therapy assessment for a student with special needs at a cost of \$4,400.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$4,400.00
(Amount)

Special Education Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of October 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Radiant Kids Therapy
Company/Consultant

858-753-5082
Telephone Number

13223 Black Mountain Rd. #1508 San Diego, CA 92129
Address

www.radiantkidstherapy.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: October 2, 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

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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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

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

4350 Otay Mesa Road, San Ysidro, CA 92173

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:	Radiant Kids Therapy
Name:	Laura Agyeman
Title:	Executive Director
Address:	13223 Black Mountain Rd. #1508
City/State/Zip Code:	San Diego, CA 92129
Telephone:	858-753-5082
Email:	radiantadmin@radiantkidstherapy.com

SAN YSIDRO SCHOOL DISTRICT

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@syzdschools.org	Oscar.madera@syzdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Radiant Kids Therapy
Firm Name

Signature of Authorized Agent

Laura Agyeman, Executive Director
Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

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.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Radiant Kids Therapy

Name/title of authorized representative (Print) Laura Agyeman, Executive Director

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

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ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

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EXHIBIT A

SCOPE OF WORK

Independent Educational Evaluation (IEE) Rate Sheet, 2023-2024

Speech-Language Pathology (SLP) IEE Services: \$2,200

Occupational Therapy (OT) IEE Services: \$2,200

Physical Therapy (PT) IEE Services: \$2,200

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO CENTER FOR VISION CARE
OPTOMETRY

BACKGROUND INFORMATION:

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

San Diego Center for Vision Care Optometry an independent agency, has been selected to perform independent vision therapy by the parents of a child with special needs.

Cost implications: \$2,400.00 including IEP attendance for presentation of report.

RECOMMENDATION:

Approve/Ratify the agreement with San Diego Center for Vision Care Optometry for 2023-24 school year to provide independent vision therapy for a student with special needs at a cost of \$2,400.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$2,400.00
(Amount)

Special Education Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 01 day of September 2023, by and between the San Ysidro School District, hereinafter called the "District", and

San Diego Center for Vision Care Optometry
Company/Consultant

(619) 464-7713
Telephone Number

7898 Broadway, Lemon Grove, CA 91945
Address

http://www.sandiegocenterforvisioncare.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: September 1, 2023 To: June 30, 2023

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.

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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

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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

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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.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

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

4350 Otay Mesa Road, San Ysidro, CA 92173

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:	San Diego Center for Vision Care Optometry
Name:	Justin Matsuura, O.D.
Title:	President
Address:	7898 Broadway
City/State/Zip Code:	Lemon Grove, CA 91945
Telephone:	(619) 464-7713
Email:	cristys.sdcvc@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 Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

San Diego Center for Vision Care Optometry

Firm Name

Signature of Authorized Agent

Justin Matsuura, O.D.

Print Name, Title

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

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.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: San Diego Center for Vision Care Optometry

Name/title of authorized representative (Print) Justin S. Matsuura, O.D. / President

Signature _____ Date _____

REVISED 09-13-18

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

See attached fee schedule for consultative vision services for the 2023-2024 school year.



Carl G. Hillier, OD, FCOVD ♦ Melissa C. Hillier, OD, FCOVD ♦ Justin S. Matsuura, OD

**SAN DIEGO CENTER FOR VISION CARE OPTOMETRY
NON-PUBLIC AGENCY
FEE SCHEDULE FOR CONSULTATIVE VISION SERVICES
2023 - 2024 SCHOOL YEAR**

<u>SERVICE DESCRIPTIONS:</u>	<u>DURATION:</u>	<u>FEE PER SERVICE:</u>
<u>TOTAL INITIAL VISUAL EXAM & VISUAL PERCEPTUAL EVALUATION</u>	4.5 hours	\$ 890.00
<i>Breakdown of Service Fees:</i>		
Initial Visual Exam & Evaluation		\$ 600.00
To include:		
- Review of records	30 minutes	
- Visual Function/Health	1 hour	
- Parent Conference	30 minutes	
- Written Report	1 hour	
- Visual Perceptual Testing/Scoring	1.5 hours	\$ 290.00
<u>VISION THERAPY PROGRAM</u>		
Vision Therapy	1 hour session	\$ 190.00
Vision Therapy	1.5 hour session	\$ 285.00
Clinical Preparation Fee	(1 time fee)	\$ 210.00
Progress Evaluation (with report)	30 minutes	\$ 180.00
Progress Evaluation (without report)	30 minutes	\$ 95.00
Post Vision Therapy Evaluation (with report)*	30 minutes	\$ 170.00
Post Vision Therapy Evaluation (without report)*	30 minutes	\$ 95.00

* scheduled at 30, 60 or 90 days after the end of completed vision therapy program

SERVICE DESCRIPTIONS:**DURATION:****FEE PER SERVICE:****FEES IF INDICATED, REQUESTED AND/OR AGREED UPON PER INDIVIDUAL CONTRACT**

IEP Meetings, including Virtual IEP Attendance	per 1 hour	\$ 250.00
Conferences (in-person, phone, etc.)	per 1 hour	\$ 210.00
Observation Off-Site	per 1 hour	\$ 210.00
Special Reports/Records Review	per 1 hour	see below
Depositions	per 1 hour	\$ 500.00
Travel	per mile	\$1.00/mile

OFFICE VISITS

Evaluation Level 1	5 minutes	\$ 45.00
Evaluation Level 2	10 minutes	\$ 90.00
Evaluation Level 3	15 minutes	\$ 110.00
Evaluation Level 4	25 minutes	\$ 180.00
Evaluation Level 5	> 25 minutes	\$ 200.00

CONFERENCES AND/OR OFF-SITE OBSERVATIONS

Level 1	15 minutes	\$ 55.00
Level 2	30 minutes	\$ 110.00
Level 3	45 minutes	\$ 165.00
Level 4	60 minutes	\$ 220.00

REPORTS, FORMS AND/OR RECORDS REVIEW

Level 1	5 minutes	\$ 35.00
Level 2	10 minutes	\$ 70.00
Level 3	15 minutes	\$ 105.00
Level 4	25 minutes	\$ 185.00
Level 5	> 25 minutes	\$ 210.00 +

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE SAN YSIDRO HEALTH CENTER, INC.
MEMORANDUM OF UNDERSTANDING FOR VARIOUS HEALTH
RELATED SERVICES

BACKGROUND INFORMATION:

The San Ysidro Health Center has been providing health services to the students of the San Ysidro School District for several years. The District recognizes the importance of students’ overall health and its relationship to learning. The District believes in the value of maintaining the quality of school health services offered to students and their families. The San Ysidro Health Center is a non-profit community clinic organized under the laws of the State of California, engaged in providing medical services within the County of San Diego.

The MOU between the District and the San Ysidro Health Center for Health-Related Services has been in place since September 1, 2021. Amendment No. 1 was approved on January 2023 to include group health education ensuing the California Healthy Youth Act (CHYA) standards and adjacent adolescent health topics to be provided at San Ysidro and Vista Del Mar Middle Schools.

Amendment No. 2 needs to be approved to include the following services:

- SYH shall provide faculty with mental health prevention (level 1) training/workshops.
- SYH shall provide parent presentations/education regarding mental health awareness/prevention.
- SYH shall provide QPR (Question, Persuade, Refer) – Suicide Prevention Training.
- SYH shall provide in school outreach with mental health awareness resources.

RECOMMENDATION:

Approve/Ratify Amendment No. 2 to the Memorandum of Understanding with the San Ysidro Health Center, Inc. for additional health related services to be provided at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Climate ~ Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free. - Actions 3.7 and 3.11

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

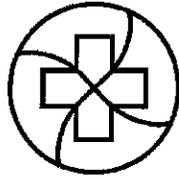
N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



SAN YSIDRO HEALTH

**SECOND AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
CENTRO DE SALUD DE LA COMUNIDAD DE SAN YSIDRO, INC.
D/B/A SAN YSIDRO HEALTH**

This Second Amendment (the "Amendment") is made and entered into on September 6, 2023 (the "Effective Date"), by and between by and between the San Ysidro School District, located at 4350 Otay Mesa Road San Ysidro, CA 92173 (hereinafter referred to as the "District"), and Centro De Salud De La Cominudad De San Ysidro, d/b/a San Ysidro Health, Located at 1601 Precision Park Ln., San Diego, CA 92173 (hereinafter referred to as "SYH"), (each a "Party" and collectively the "Parties"), with regard to the following:

WHEREAS, The Parties entered into that certain Memorandum of Understanding (hereinafter referred to as the "Memorandum") dated September 1, 2021, and amended by the First Amendment dated January 13, 2023, wherein SYH shall provide those Services set forth in Section II to those Day Care, Preschools, Elementary and Middle Schools found within the District.; and

WHEREAS, as of the Effective Date of this Amendment, the Parties desire to modify Memorandum to expand services to include mental health services and mental health training.

THEREFORE, in consideration of the mutual agreements, covenants, terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. In accordance with the requirements of Section XII. Miscellaneous Provisions 3. Modification/Amendments of the Memorandum, the Parties hereto agree to modify the terms and conditions of the Memorandum as further set forth herein.
2. As of the Effective Date of this Amendment, the following additions are made to section II. SERVICES:
 15. SYH shall provide faculty with mental health prevention (level 1) training/workshops.
 16. SYH shall provide parent presentations/education regarding mental health awareness/ prevention.
 17. SYH shall provide QPR (Question, Persuade, Refer) - Suicide prevention training to students.
 18. SYH shall provide in school outreach with mental health awareness resources.

3. As of the Effective Date of this Amendment, Section V. 1. of the Agreement regarding Insurance is hereby deleted in its entirety and is superseded and replaced with the following new Section V. 1.:

1. Prior to commencement of the Services, SYH shall present to the District evidence of insurance with respect to general liability, worker's compensation, sexual misconduct, and professional liability. SYH general liability coverage (covering all services providers as well as the agency) shall, at a minimum, provide limits of \$1,000,000/3,000,000 per claim/occurrence. SYH sexual misconduct coverage shall, at a minimum, provide limits of \$1,000,000 per claim/occurrence and \$2,000,000 aggregate per occurrence and shall be reflected in the certificate of liability. SYH agrees to provide at least thirty (30) days' written notice prior to cancellation, non-renewal, or material change of such insurance.

4. Notwithstanding the foregoing modifications to the Memorandum, the provisions therein which are not affected by the amendments set forth above shall remain in full force and effect.

WHEREFORE, the Parties have caused this Amendment to the Memorandum to be signed and delivered as of the Effective Date first above written.

SAN YSIDRO HEALTH

SAN YSIDRO SCHOOL DISTRICT


Name: Kevin Mattson

Name: Gina A. Potter, Ed.D.

Title: President & CEO

Title: Superintendent

Date: 9/11/2023

Date: _____

Board approved/ratified:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA

BACKGROUND INFORMATION:

Throughout the year, the District uses the resources of School Services of California Inc. for guidance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the State Mandated cost claims process. These resources are invaluable in keeping up with the constantly changing financial landscape of the State.

The District would like to renew the annual agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2023 to September 30, 2024. The cost implications for these services are estimated at \$4,500.00 and \$800.00 for the electronic version of the CADIE and SABRE reports plus additional expenses that may be incurred.

RECOMMENDATION:

Approve the agreement with School Services of California, Inc. for Fiscal and Management Information Services for fiscal year 2023-24 at an estimated cost of \$5,300.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

\$5,300.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an Agreement between the **SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of October 1, 2023.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor’s Proposals for the State Budget and K-12 Education*
 - b. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - c. Participation at the Consultant’s school finance conferences and workshops at the Consultant’s client rate
 - d. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of ten direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including mandate counseling, analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a “quick query”

service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to the Consultant for services rendered under this Agreement:
 - a. \$4,500 annually, plus expenses, or payable at \$375 per month, plus expenses, upon receipt of a billing from the Consultant
 - b. For all requested services in excess of ten direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site
 - d. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
4. This Agreement shall be for the period of one year, beginning October 1, 2023, and terminating September 30, 2024. This Agreement may be terminated prior to September 30, 2024, by either party on 30 days’ written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

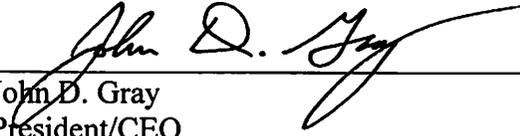
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____

Date: _____

Print Name

Job Title
San Ysidro Elementary School District

By:  _____
John D. Gray
President/CEO
School Services of California Inc.

Date: August 23, 2023

**ADDENDUM A
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **Salary And Benefits Report (SABRE)** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (two reports with 20 districts in each) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

WITH REPORT PURCHASE, YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES

Please check the appropriate items below: Current year 2021-22 Next year 2022-23**

Electronic Version:

___ CADIE only \$500
___ SABRE only \$350
___ CADIE & SABRE \$800

Hardcopy Version:

___ CADIE only \$600
___ SABRE only \$450
___ CADIE & SABRE \$1000

___ Use the same districts as last year
___ Use districts of similar type and size
___ Use districts geographically close to mine
___ Use districts with similar unduplicated pupil percentage

Reports are a year behind as the data is released by the CDE.

**Next year: SABRE will be released in December 2023, CADIE will be released in March 2024

District Name: _____

Contact Name: _____

Address (no P.O. boxes please): _____

Telephone with extension: _____

Email Address: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum A, and submitting with our contract, the Client agrees to pay for these reports upon receipt of the products and appropriate billing.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM: Information Management Systems Informational
Todd Lewis, Director Action

AGENDA ITEM: AGREEMENT WITH VECTORUSA FOR CISCO MERAKI NETWORK
HARDWARE INSTALLATION

BACKGROUND INFORMATION:

Previously through Erate bid the District has acquired new Cisco Meraki networking hardware for Vista Del Mar and the District Office. These new devices will be replacing older, end-of-life hardware. This complex equipment will be installed and configured with the support of VectorUSA to ensure the recommended “best practices” are in place.

VectorUSA will support the District in configuring and deploying the equipment listed below as well as be on-site to help with the core switch cutover in case any issues arise.

(1) Meraki core switch at the District Office to replace the existing Cisco core switch
(1) Meraki core switch at Vista Del Mar to replace the existing Cisco core switch
(2) Meraki edge switches at Vista Del Mar
(2) Meraki wireless access points (WAPs) at Vista Del Mar
(2) Meraki wireless access points (WAPs) at Vista Del Mar

RECOMMENDATION:

Approve/Ratify the agreement with VectorUSA for the installation of Cisco Meraki equipment in the amount of \$7,400.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Prepared For: San Ysidro School District
Todd Lewis
4350 Otay Mesa Rd
San Diego, CA 92173

Project Description: San Ysidro School District
Meraki OS Configuration

Prepared By: Kyle Messinger
Account Executive
310-436-1097
kmessinger@vectorusa.com

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Company Overview

VectorUSA's corporate vision is to become the unsurpassed standard in "connecting people to information and the world." We build our business one customer at a time through our family of dedicated employees providing reliable, high quality communications designs and solutions that exceed our customers' expectations.

Headquartered in Torrance, CA, with offices in San Diego, CA, Rancho Cucamonga, CA, Scottsdale, AZ and Charlotte, NC, VectorUSA maintains an industry-wide reputation for delivering the highest quality products and services while executing projects on time and on budget in all types of production environments.

VectorUSA employs more than 350 people trained and certified to support the products and services we offer. Through continuous training and education, we maintain numerous certifications in the areas of Data Center Design and implementation, Collaboration / Video Conferencing, Unified Communications / VoIP, Cloud, Network Infrastructure, Wireless Networking, Cyber Security, Physical Layer - Fiber and Copper Infrastructure, Surveillance & Analytics, Access Control as well as Commercial and Professional Audio-Visual Systems.

Customer service and support is paramount; to provide the best service possible, VectorUSA has two network operation centers one in California and another in North Carolina. This allows us to provide 24/7/365 coverage to our clients.

VectorUSA has established partnerships with the industry leading manufacturers included in our products and service portfolio. Our partnerships include Cisco Gold, Cisco Data Center Architecture, Cisco Collaboration Architecture, HP Enterprise / Aruba Platinum, Microsoft, VMWare, Veeam, Fortinet, Qognify, Milestone Gold, Avigilon, Axis, Hanwha Gold, Siemon Company, CommScope, Corning, Sumitomo, Hitachi, Crestron, Extron as well as other industry leading manufacturers.

Statement of Work

Summary

VectorUSA will support San Ysidro SD in configuring a deploying (1) Meraki MS425-32 at the District Office to replace the existing Cisco 4506-E core switch and (1) Meraki MS425-32 at Vista Del Mar to replace the existing Cisco 4506-E core switch. Additionally, at Vista Del Mar (2) MS390 edge switches, (2) MR76 WAPs and (2) MR46 WAPs will be configured.

VectorUSA will be on-site to help with the core switch cutover in the case any issues arise the network engineer will have access to the network to troubleshoot and resolve.

All Meraki equipment and licenses are currently in San Ysidro School District's possession.

Planning Meeting

VectorUSA will assign a lead network engineer to work with San Ysidro's IT team. A planning meeting will occur prior to the equipment configuration, where the engineer will review the existing 4506-E running configurations and discuss with the team what is vital, what is no longer in use and recommendations on how to update the core based on best practices.

After the core switch configuration designs have been agreed upon, the edge switches and wireless for Vista Del Mar will be discussed.

VectorUSA will request that the equipment to be configured is connected to the district office network to allow for the Meraki Portal to be reached. The equipment will be configured as agreed upon in the planning meeting.

Cut-Over

VectorUSA will cutover the existing core switch (Cisco 4506-E) at the District Office at an agreed upon time. If it is determined that the existing COX services are required to change and engaging COX support is needed, VectorUSA will help to coordinate that cutover service on behalf of San Ysidro SD. The cutover shall be on-site and include the patching in of the new Meraki switch and decommissioning of the existing 4506-E. The VectorUSA engineer shall test to ensure all resources are able to be reached from the new core switch and the network is operational as anticipated.

Once the District Office is cutover successfully, VectorUSA shall schedule the cutover of Vista Del Mar's core switch from the existing Cisco 4506-E to the new Meraki MS425-32. The cutover shall be on-site and include the patching in of the new Meraki switch and decommissioning of the existing 4506-E. The VectorUSA engineer shall test to ensure all resources are able to be reached from the new core switch and the network is operational as anticipated.

Vista Del Mar – Edge Switches and Wireless

VectorUSA shall configure the Vista Del Mar edge switches (two MS390) and wireless access points (two MR76 and two MR46) as discussed in the planning meeting. Physical installation is not included in this proposal. Once the equipment is connected, VectorUSA can provide remote testing or testing at the time of the core switch cutover, to ensure that the switches and wireless access points are working as anticipated.

Deliverables

VectorUSA shall have no deliverables upon completion of the project. Due to all configurations being held in the Meraki Portal and no changes to physical connections being made, no documentation updates will be required.

Assumptions

- VectorUSA assumes all hardware and licenses are currently in the hands of San Ysidro SD.
- VectorUSA assumes existing racks and patch cords shall be used for the core switch cutover.

Exclusions

- VectorUSA has exclude any hardware, licenses, and cabling from this proposal.

Project Parameters / Caveats

Change Order: Any work that is added to or deleted from the original scope of this proposal that alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

Proprietary Information: The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and / or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

Add & Delete: Any additional work requested outside of the scope of work will be considered as separate work and addressed in the form of a written change order. This proposal is not to be used as an "add & delete" schedule.

Defective Materials: If, due to problems with the existing hardware and / or materials provided by the client or other third parties, there is a delay and / or VectorUSA is unable to perform the work outlined in the scope of work it will be addressed in the form of a written change order.

Extraordinary Service: Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and / or materials caused by a site not being prepared as called for in this proposal. VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

Schedule: VectorUSA plans to implement this project in a continuous fashion or following the baselined schedule if submitted as part of this project. If delays or changes are introduced that are outside of VectorUSA's control, and those changes result in additional cost those costs will be addressed in the form of a written change order.

Delays: The client must provide five (5) working days advance notice of any delays that will impact this project. If proper notice is not provided VectorUSA reserves the right to issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the workplace, delays by other trades or other factors beyond VectorUSA's control will be addressed in the form of a written change order.

Workdays / Overtime: All work will be performed during VectorUSA's standard business hours of 7am - 5pm, Monday – Friday, or as specified in the statement / scope of work. If changes to the stated work hours are required due to conditions outside of VectorUSA's control result in additional cost those costs will be addressed in the form of a written change order.

Project Pricing

San Ysidro School District
Meraki OS Configuration
Proposal 1, V1

DETAILED PRICING

VRN-116110-001
05/23/2023

Material Description	Units	Unit Price	Material	Labor	Total
Design and Engineering	1	0	0.00	1,920.00	1,920.00
Core Switch Configuration	2	0	0.00	1,920.00	1,920.00
Edge Switch Configuration	2	0	0.00	480.00	480.00
WAP Configuration	2	0	0.00	320.00	320.00
Core Switch Cutover & Testing	2	0	0.00	1,280.00	1,280.00
Project Planning	1	0	0.00	640.00	640.00
Project Coordination	1	0	0.00	840.00	840.00
			Sub-Total	0.00	7,400.00
			PROJECT SUB-TOTAL	0.00	7,400.00
			SALES TAX		0.00
			PROJECT TOTAL		7,400.00

Warranty

VectorUSA provides, for all work completed under this contract our Vector USA warranty. This warranty covers all workmanship for a period of one year unless specifically extended in writing as part of this agreement.

While this agreement extends the manufacturer's warranty for all items installed that warranty does not include labor required to replace, return, remove, install, or configure those items. If a product or item requires replacement under the manufacturer's warranty VectorUSA will provide the labor to replace that item on a time & material basis. Materials covered under that warranty will be provided under the warranty, if any additional supporting materials are required that are not covered, they would be billed.

Please note that RMA's typically require the product to be returned in the original packaging. It is recommended that packaging be retained if possible.

This warranty does not include any damages or cost related to unforeseen environmental events including but not limited to fire, water, rodents, construction, abuse, or misuse. VectorUSA can address and repair issues of this nature through a service request at an additional cost. If VectorUSA responds to a warranty request and upon arriving on site or at any time during that warranty call determines that the issue is related to an uncovered event or condition work will stop and the client shall be notified. If the client authorizes the repairs the warranty call will be converted to a service call and billed accordingly

Terms & Conditions

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and/or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTORUSA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Indemnification: The Parties agree to hold each other, their employees, officers, directors, affiliates, and agents harmless from and to defend and indemnify each other from and against any and all claims, actions, disputes, fines, penalties, liquidated damages, reasonable legal costs, or other loss or liability arising from the negligent acts or omissions of the Party, its employees, officers, directors, affiliates and agents under this Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment. Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Sales Tax: If Sales tax is applicable, it shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract.

Signature & Acceptance

Acceptance of Order: This quote is valid for 30 days. Upon acceptance, a purchase order and deposit equal to 0% of the materials portion are required and due prior to any order for materials being placed. Monthly progress invoices will be generated based on the percentage of completion and due Net 30. The balance will be invoiced upon substantial completion and due Net 30. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Material Total	\$	<u>0.00</u>
Labor Total	\$	<u>7,400.00</u>
Tax Total	\$	<u>0.00</u>
Proposal Total	\$	<u>7,400.00</u>
Material Deposit	\$	<u> </u>
Proposal Balance	\$	<u> </u>

Accepted and Approved for:

San Ysidro School District
4345 Otay Mesa Rd
San Ysidro, CA 92173

VectorUSA
9808 Waples St
San Diego, CA 92121

(Date)

(Date)

(Printed Name)

(Printed Name)

(Printed Title)

(Printed Title)

(Signature)

(Signature)

Board approved:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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 PROFESSIONAL SERVICES WORK AUTHORIZATION(S) PURSUANT TO EXISTING MASTER AGREEMENT(S)

BACKGROUND INFORMATION:

Previously, the Board has approved and the District has executed certain “Master Agreements” with professional services providers, including but not limited architects, engineers, inspectors, and other consultants. These Master Agreements were entered into after appropriate request for qualifications and/or request for proposals (“RFQ/P”) solicitations through which multiple proposals were solicited. Pursuant to the Master Agreements currently in place, the individual professional services providers (collectively “Professionals”) are not assigned any specific scope of work/services and/or entitled to any compensation, unless and until the District approves a written work authorization (“Work Authorization”). Each such Work Authorization sets forth in writing the particular scope of work/services, compensation, deliverables, schedule and any other project specifics applicable to each Professional consistent with the original RFQ/Ps. Accordingly, the purpose of this Agenda Item is to permit the Board to review and consider approval of the following specific Work Authorization(s) with the Professional(s) listed below:

I. Work Authorization(s) for Ratification:

1. **Work Authorization No. 3** to the Master Agreement with **Davy Architecture, Inc.** originally executed on or about June 22, 2023. This Work Authorization is in the amount of **\$58,200.00**, for the **Design Built for the Beyer Site Project** and will be paid from **G.O. Bond funds**. The Work Authorization was executed by staff on or about September 19, 2023 pursuant to previously delegated authority.

2. **Work Authorization No. 1** to the Master Agreement with **Ninyo & Moore** originally executed on or about September 7, 2023. This Work Authorization is in the amount of **\$10,500.00**, for the **Drinking Water Testing** at the Child Development Center, Ocean View Hills and Sunset Schools. Services will be paid from the **General Routine Restricted Maintenance fund**. The Work Authorization was executed by staff on or about September 19, 2023 pursuant to previously delegated authority.

RECOMMENDATION:

Approve/Ratify the Work Authorization(s) set forth above for the total amount of \$68,700.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$68,700.00
(Amount)

General Obligation Bond and/or other funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

WA#3: Davy Architecture: Administration Annex Design/Build Criteria

Work Authorization (WA) Form

Firm	DAVY ARCHITECTURE, INC.	WA#	3 – Admin Anx (Beyer) Criteria
Attn:	Eric Davy	Contract #	2305-01jmb
Requestor	Dr. Jose Iniguez	Date Requested	08/01/23
Due By	See below	Deliverables (Y/N)	Y

TASKS/DELIVERABLES

Tasks Required/Deliverables	Due Dates
Initial site evaluation in preparation for Design/Build competition and CEQA work. Task 1: <ul style="list-style-type: none"> • Topographic Survey – Exact type and extent TBD • Utility Survey – Area of previously demolished improvements • Geotechnical Investigation – Area of new construction Above items are reimbursables as per terms of the Master Agreement.	Deliverables Due: 30 days from final signature hereto
Task 2: Initial discussions regarding scope as needed via online meeting(s), including initial talk with CEQA consultant.	On-call consulting No deliverables

Cost/Payment Schedule

Task	Authorized Cost
Task 1: Cost plus reimbursables Not-to-Exceed	\$55,200
Task 2: Hourly per rates in Master Agreement	\$3,000

TOTAL AUTHORIZED COST **\$58,200**

Request Details

See above. It is understood that exact time and scope may change and the not-to-exceed fees above may require written modification as a signed revision to this Work Authorization.

WA#3: Davy Architecture: Administration Annex Design/Build Criteria

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2305-01 for DESIGN/BUILD CRITERIA ARCHITECT consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:

Agreement to Perform by:  (signature)

Date: 8.31.23

Print Name: KURT C. HUNKER / Title: CHIEF DESIGN OFFICER

District:

Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: _____ / Title: _____

Work Authorization (WA) Form

Firm	NINYO & MOORE	WA#	1
Attn:	Jeffrey T. Kent	Contract #	2309-02
Requestor	Dr. Jose Iniguez	Date Requested	09-11-23
Due By	14 workdays from signature	Deliverables (Y/N)	Y

TASKS/DELIVERABLES

Tasks Required/Deliverables	Due Dates
Drinking water sampling: 1) Oceanview Hills Elementary School (4919 Del Sol Blvd., San Diego, CA 92154) - approximately 5 drinking fountains, 2 sinks used in food preparation (7 samples). 2) Sunset Elementary School (3825 Sunset Ln., San Ysidro, CA 92173) - approximately 5 drinking fountains, 2 sinks used in food preparation (7 samples). 3) Child Development Center (1880 Smythe Ave., San Ysidro, CA 92173) - approximately 3 drinking fountains, 2 sinks used in food preparation (5 samples).	Reports due 14 workdays from final signature hereto.

Cost/Payment Schedule

Task	Authorized Cost
Time and materials not-to-exceed	10,500

TOTAL MAXIMUM AUTHORIZED COST

\$10,500

Request Details

As per proposal dated September 8, 2023, No. 03-01205 attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #«NUM» for «TYPE» consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:

Agreement to Perform by: Jeffrey T. Kent (signature)

Date: September 11, 2023

Print Name: Jeffrey T. Kent, PE, GE /Title: Principal Engineer

District:

Authorized to Proceed by: Gina A. Potter (signature)

Date: 9-19-23

Print Name: Dr. Gina Potter /Title: Superintendent

September 8, 2023
Proposal No. 03-01205

Ms. Lorena Vega
Administrative Secretary II
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173



Subject: Proposal for a Drinking Water Sampling for Lead
San Ysidro School District (SYSD)
Sunset Elementary School
Oceanview Hills Elementary School
Child Development Center
San Ysidro, California

Dear Ms. Vega:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal for a drinking water sampling at the three sites listed above (subject sites). We understand that the sampling will be conducted to evaluate the potential for lead impacts to drinking water from the plumbing or faucets at each of the sampling locations selected for the survey. Our proposed scope of services is provided below.

PROPOSED SCOPE OF SERVICES

Ninyo & Moore's proposed scope of services includes the collection and analysis of up to 19 water samples from the three subject sites. The specific tasks to be performed by Ninyo & Moore are described below.

Task 1 – Project Coordination

Under this Task, Ninyo & Moore will perform project coordination tasks, including:

- Coordinating the site access and field activities with the SYSD;
- Coordinating with the California-certified analytical laboratory;
- Procuring the field sampling supplies; and
- Providing project management services.

Task 2 – Drinking Water Sampling and Analysis

Ninyo & Moore will mobilize to the following subject sites to collect the approximate number of drinking water samples listed below:

- 1) **Oceanview Hills Elementary School (4919 Del Sol Blvd., San Diego, CA 92154)** - approximately 5 drinking fountains, 2 sinks used in food preparation (7 samples).
- 2) **Sunset Elementary School (3825 Sunset Ln., San Ysidro, CA 92173)** - approximately 5 drinking fountains, 2 sinks used in food preparation (7 samples).
- 3) **Child Development Center (1880 Smythe Ave., San Ysidro, CA 92173)** - approximately 3 drinking fountains, 2 sinks used in food preparation (5 samples).

The samples will be collected in accordance with guidelines derived from the State Water Resources Control Board Division of Drinking Water February 2016, *Lead and Copper Rule Sampling Guidance for systems serving less than 50,000 people*. The following sampling procedures will apply:

- Each sample must be collected after the water has stood undisturbed in the pipes for a minimum of six hours, but not more than twelve. We recommend collecting samples at the earliest opportunity in the morning.
- Faucets that have point-of-use treatment (e.g., water softener, carbon filter system, etc.) will not be sampled. We recommend against sampling from faucets containing copper/brass parts, especially if they are new.
- Each sample will be 1 liter in volume and will contain the first water drawn from the faucet.
- Sampling methodology will include placing a laboratory-supplied 1-liter sample container directly below the faucet and gently open the cold water tap. The container will be filled to the line marked "1 liter or 1000-milliliters [ml]". The sample container will be labeled with the following information: a sample-specific identification (ID), sample location, date of analysis, time and date of sampling, analytical method, and sampler's initials. The sample ID will include the abbreviated facility and sample location.
- All samples will be analyzed by a laboratory certified by the State to perform drinking water analysis for lead using United States Environmental Protection Agency Method 200.8.

Task 3 – Reporting

Following the completion of field activities and receipt of laboratory analysis, a Drinking Water Sampling Report will be prepared that will summarize the field activities performed, discuss drinking water sample analytical results, and compare the data to drinking water maximum contaminant levels (MCLs) for lead for all sample locations.

ASSUMPTIONS

- SYSD will provide Ninyo & Moore access to each facility and will provide a building plan with room locations.
- Our proposed fee assumes that the SYSD personnel will shut off water or restrict the public's access to allow for each sampling location to be dormant for six to twelve hours prior to sampling.
- Once mobilized to the site, no delays or work stoppages beyond the control of Ninyo & Moore will occur.
- All samples will be analyzed using the laboratory's standard 5-day turn-around-time.

SCHEDULE

Ninyo & Moore will commence with the proposed scope of services described above following receipt of your authorization. The documentation of the water sampling results will be provided to the SYSD approximately three weeks following receipt of the final analytical laboratory reports.

ESTIMATED FEE

Ninyo & Moore proposes to perform the scope of services described above, subject to the listed assumptions, on a time-and-materials basis for a total estimated fee of **\$10,500 (Ten Thousand Five Hundred Dollars)**. If the scope of services and fee estimate contained in this proposal are acceptable to the SYSD, please send the appropriate contract documents.

Ninyo & Moore appreciates the opportunity to provide the SYSD this proposal. If you have additional questions or comments, please contact either of the undersigned at (858) 576-1000.

Sincerely,
NINYO & MOORE



Nicolas J. Carpenter, LRC-00005077
Senior Environmental Scientist



Lorraine Ahlquist
Principal Environmental Scientist

NJC/LA/

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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 **GC Fence Inc.** for \$11,280.00, from G.O. Bond funds for the Beyer Site project executed on or about 08-31-23 by staff pursuant to previously delegated authority.
2. Contract with Climatec, LLC dba **West Coast Fire & Integration** for \$5,080.00, from General Routine Restricted Maintenance funds for the Ansul Fire Suppression System project at La Mirada and Smythe Schools executed by staff pursuant to previously delegated authority.

II. Contracts for Approval:

1. Contract with **Standard Electronics** for \$25,985.00, from General Routine Restricted Maintenance funds for the new intercom system project at Ocean View Hills School to be awarded based on quotes informally solicited pursuant to CUPCAA (Under\$60K).
2. Contract with **Town & Country Flooring Co. dba W2W Sport** for \$29,120.04, from the General Routine Restricted Maintenance funds for the Sunset Elementary School artificial turf playfield safety repairs project to be awarded based on quotes informally solicited pursuant to CUPCCAA (Under \$60K).

RECOMMENDATION:

Approval and ratification of the construction contracts set forth above for the total amount of \$71,465.04.

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 **GC Fence Company** (“**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: Beyer Site Fence Screen
Install green fence screen along the frontage road at the Beyer site.
Inside of existing fence.
Maintain functionality of existing gates.

BASE CONTRACT (In Dollars\$):

1	1	,	2	8	0	.	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 **2912 E. Beyer Rd., San Diego, CA** (“**Premises**” or “**Site**”). The “**Project**” is the scope of Work performed at the Site.

3. **Contract Time & Liquidated Damages.** Work shall be completed by September 1, 2023. (“**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 **\$50.00** 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"/> Noncollusion Declaration | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Certifications to be Completed by Contractor | <input type="checkbox"/> Work Specifications |
| <input 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:

GC Fence Company
2525 Faivre St.
Chula Vista, CA 91911
Attn: Gilbert Castro - (619)934-4004 Office
(619)948-3663 Cell gilbert@gcfenceco.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: _____, 20____

Dated: _____, 20____

San Ysidro School District

GC Fence Company

Signature: _____

Signature: _____

Print Name: Marilyn Adrianzen

Print Name: _____

Print Title: Chief Business Official

Print Title: _____

License# 1075052

DIR Registration # [PW-LR-1000876815](#)

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: _____
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:
Email:		

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 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.
- (i) 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;

- a. Removal or encapsulation of materials containing lead;
- b. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- c. Installation of products containing lead;
- d. Lead contamination/emergency cleanup;
- e. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- f. 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.

(i) **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.

(ii) **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:

C#230804

(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: _____

Proper Name of Contractor: GC Fence Company

Signature: _____

Print Name: _____

Title: _____

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: _____

Proper Name of Contractor: GC Fence Company

Signature: _____

Print Name: _____

Title: _____

**EXHIBIT A
SCOPE OF WORK**

The scope of work for the Project is as set forth below:

Furnish and install approximately 980 linear feet of 6' high green shade cloth on the inside of the existing fence line along the frontage road. Include gates. Gates must remain operational without removing the installed screen.

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 CUPCCAA

THIS CONTRACT is made and entered into as of the last date of signature hereto ("**Contract**"), by and between **STANDARD ELECTRONICS** ("**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: Replace water damaged intercom system at Ocean View Hills Elementary School

See Appendix A for scope.

Public Work: \$24,925.00 (No bonds required)

Programming Services: \$1,060.00

Total contract value: **\$25,985.00**

Time is of the essence. Contractor agrees to make every reasonable effort to source and deliver/install/program the new system damaged by water intrusion.

Work shall start within 5 days of acquisition of parts and materials and be completed within 5 working days from start of work. Contractor will be provided access to the site during school hours. The current system is non-functioning and time is of the essence.

- 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 **Ocean View Hills Elementary School** ("**Premises**" or "**Site**"). The "**Project**" is the scope of Work performed at the Site.

3. **Contract Time & Liquidated Damages.** Work shall be completed by *DATE*. ("**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 type="checkbox"/> Terms and Conditions to Contract | <input checked="" type="checkbox"/> Exhibit A (Scope of Work) |
| <input type="checkbox"/> Noncollusion 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 checked="" 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:

STANDARD ELECTRONICS
613 W. Main St.,
El Cajon, CA 92020
Attn: Brett Budvarson
Main Phn: 619-596-9950
Cell: (619) 520-8510
Email: brettb@standardelectronics.us

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: _____, 20____

Dated: _____, 20____

SAN YSIDRO SCHOOL DISTRICT

STANDARD ELECTRONICS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

License# 590876

DIR Registration # 1000004303

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: _____
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:
Email:		

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.
- (i) 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, 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;

- a. Removal or encapsulation of materials containing lead;
- b. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- c. Installation of products containing lead;
- d. Lead contamination/emergency cleanup;
- e. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- f. 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.

(i) **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.

(ii) **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.

Not applicable to this project 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: _____

Proper Name of Contractor: STANDARD ELECTRONICS

Signature: _____

Print Name: _____

Title: _____

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: _____

Proper Name of Contractor: STANDARD ELECTRONICS

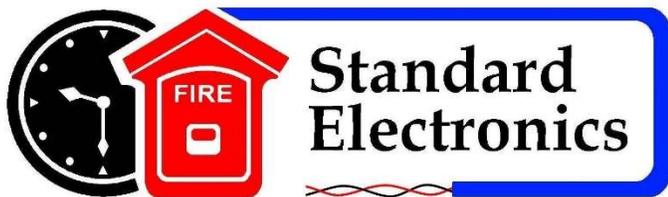
Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

The scope of work for the Project is as set forth below:



Fire Alarm • Access Control • Intercommunication Systems • Security • CCTV • Data

September 8, 2023

BID QUOTATION

Ocean View Hills ES
Telecor eSeries – 100 Station Intercom System

SCOPE OF WORK: Install new Telecor eSeries system to replace the existing Bogen MC2K

Includes:

- Install new IP head End
- Reconnect all existing cabling and speakers
- Remote Bell Scheduling Module eMH
- Provide telephone tie to existing Cisco system
- Capable of Emergency .wav Files
- Re-use existing equipment rack and master clock.
- Equipment will be installed as soon as it arrives.

INCLUSIONS: **Emergency lockdown buttons**
Terminate and test all devices.
Includes tax, freight, labor, material & 1 year warranty.
Quote valid for 90 days.

EXCLUSIONS: **Existing Items – Speakers and Cabling**
Electrical back boxes, conduit.
Demo – Safe Off only

Replace Head-End	\$23,930.00
Amplifier Option	\$995.00
Programming Services	\$1,060.00
TOTAL PRICE	\$25,985.00

I acknowledge this project is subject to State Prevailing Wage requirements. The indicated quote has been priced accordingly.

Respectfully Submitted,

Brett Budvarson.

DIR #1000004303 Exp 6/30/24

Ocean View Hills ES – Telecor eSeries HE - 2

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

Type text here

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 **Town & Country Flooring Co. DBA W2W Sport**("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: * Sunset Elementary School Artificial turf playfield safety repairs

Artificial turf field seam repairs – Sunset ES:

Approximately 850 lineal feet of longitudinal seams and 50' of end seams. Area of 60' x 165' at the north end of the field. Longitudinal seams are 12' apart. End seams are 12' in 5 locations. Includes approximately 900' of seam tape replacement.

Replace approximately 900 linear feet of artificial turf seams to provide a 1- year guarantee of the replacement seams. Scope includes all necessary work, labor and materials including seam tape and glue down per manufacturer of heat welded seam adhesive tape and as appropriate to the turf type.

Work address: Sunset Elementary School - 3825 Sunset Ln, San Ysidro, CA 92173. Site visit by appointment only - cbeckerschoolplanning@gmail.com

BASE CONTRACT (In Dollars (\$)):

2	9	,	1	2	0	.	0	4		
Dollars									Cents	

Note: Base contract includes an allowance of \$5,000.00 intended for use with fencing and related items intended to temporarily enhance the safety and security of the students, staff, and community members of the school campus during construction.

- 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 here Conditions**") attached hereto.

Site. Contractor shall perform the Work at **Sunset Elementary School** - 3825 Sunset Ln, San Ysidro, CA 92173 (“**Premises**” or “**Site**”). The “**Project**” is the scope of Work performed at the Site. Due to local noise ordinances, construction work is limited to Monday through Saturday between the hours of 7 a.m. and 7 p.m. and no work is allowed on Sundays or holidays. Exceptions shall only be granted by written permission from the District Representative at least 48 hours in advance.

3. **Site Access and Security.** In addition to any requirements herein, Contractors’ representatives driving motor vehicles on school grounds must use extreme caution during the times when school is in session or when children are on the playground. Drivers entering school premises when school is not in session will lock any gate or door to which they have access both when entering and/or leaving grounds. Any unusual Condition noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., must be reported to the District Representative immediately.
4. **Contract Time & Liquidated Damages.** Work shall be completed by within **12 Business days** of the Notice to Proceed. (“**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 **\$*350*** 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.
5. **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.

- 6. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in **Exhibit B**.
- 7. **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**.
- 8. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.
- 9. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Proposal Form | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Notice to Proceed | <input checked="" 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 checked="" type="checkbox"/> Exhibit B (Infectious Disease Provisions) |
| | <input checked="" type="checkbox"/> Exhibit C (Federal Procurement Provisions) |

10. **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 Road
San Ysidro, CA 92173

Attn: Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety
Main Phone: (619) 428-4476 ext. 3065
Cell: (310) 430-4681
Email: jose.iniguez@sysdschools.org

Contractor:

Town & Country Flooring Co. DBA W2W Sport
PO Box 4929
Pocatello, ID 83205

Attn: Chad Johnson, Account Executive
Main Phone: (619) 550-7369
Cell: (619) 458-1034
Email: Chad@w2wsport.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: _____, 20____

Dated: 10/11, 20 23

San Ysidro School District

Town & Country Flooring Co. DBA W2W Sport

Signature: _____

Signature:  _____

Print Name: GINA A. POTTER, ED.D.

Print Name: SCOTT BOHRER

Print Title: SUPERINTENDENT

Print Title: EXECUTIVE DIRECTOR

License# CA 746494

DIR Registration # 1000024035

Board approved: 10-19-23

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: _____
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:
Chad Johnson	Account Executive	(619) 458-1034

Email:

chad@w2wsport.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.
- (i) 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.

X **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;

- a. Removal or encapsulation of materials containing lead;
- b. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- c. Installation of products containing lead;
- d. Lead contamination/emergency cleanup;
- e. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- f. 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.

(i) **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.

(ii) **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:

C# 2309-002

(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: 10/11/2023

Proper Name of Contractor: ~~*TSC*~~ Town & Country Flooring Co. DBA W2W Sport

Signature: 

Print Name: SCOTT BOHRER

Title: EXECUTIVE DIRECTOR

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: 10/11/2023

Proper Name of Contractor: ~~W2W~~ Town & Country Flooring Co. DBA W2W Sport

Signature: 

Print Name: SCOTT BOHRER

Title: EXECUTIVE DIRECTOR

**EXHIBIT A
SCOPE OF WORK**

The scope of work for the Project is as set forth below:

Project: * Sunset Elementary School Artificial turf playfield safety repairs

Artificial turf field seam repairs – Sunset ES:

Approximately 850 lineal feet of longitudinal seams and 50' of end seams. Area of 60' x 165' at the north end of the field. Longitudinal seams are 12' apart. End seams are 12' in 5 locations. Includes approximately 900' of seam tape replacement.

Replace approximately 900 linear feet of artificial turf seams to provide a 1- year guarantee of the replacement seams. Scope includes all necessary work, labor and materials including seam tape and glue down per manufacturer of heat welded seam adhesive tape and as appropriate to the turf type.

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 CUPCCAA

THIS CONTRACT is made and entered into as of the last date of signature hereto (“**Contract**”), by and between **WEST COAST FIRE & INTEGRATION** (“**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: ANSUL SYSTEM TIE IN AT LA MIRADA AND SMYTHE ELEMENTARY SCHOOLS

LOCATION:
La Mirada Elementary – 222 Avenida De La Madrid, San Ysidro, CA 92173 (\$2,540.00)
Smythe Elementary -1880 Smythe Avenue, San Ysidro, CA 92173 (\$2,540.00)

SCOPE OF WORK

- 1) West Coast Fire to tie in 2 Ansuls at Smythe and La Mirada Elementary Schools.
- 2) West Coast Fire to fabricate and furnish all necessary material needed to complete the work according to NFPA 72.
- 3) West Coast Fire to program and test functionality.

BASE CONTRACT (In Dollars\$):

\$

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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 **La Mirada and Smythe Elementary Schools 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 October 13, 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 checked="" 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:

West Coast Fire & Integration
22405 E. La Palma Ave.
Yorba Linda, CA 92887
Attn: Alex Kim, Group Operations Supervisor
(949) 524-6336
Email: akim@westcoastfireinc.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: _____

SAN YSIDRO SCHOOL DISTRICT

WEST COAST FIRE & INTEGRATION

Signature: _____

Signature: _____

Print Name: Gina A. Potter, Ed.D.

Print Name: _____

Print Title: Superintendent

Print Title: _____

DIR Registration # 1000006723

License# 989173

Board approved/ratified: _____

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:

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:

Email:

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:

Contract No. 2310-01

(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: _____

Proper Name of Contractor: WEST COAST FIRE & INTEGRATION

Signature: _____

Print Name: _____

Title: _____

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: _____

Proper Name of Contractor: **WEST COAST FIRE & INTEGRATION**

Signature: _____

Print Name: _____

Title: _____

**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: October 19, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: FIRST 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 July 1, 2023 to September 30, 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 first quarter from July 1, 2023 to September 30, 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: October 19, 2023

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

FROM:
Willow School
Maria Rodriguez, Principal

Informational
 Action

AGENDA ITEM: GRANT ACCEPTANCE AND AGREEMENT WITH THE POSITIVE
MOVEMENT FOUNDATION

BACKGROUND INFORMATION:

The Positive Movement Foundation is a non-profit organization in San Diego that aims to support individual schools by creating an enriching learning environment.

Positive Movement has expressed interest in supporting Willow Elementary School’s goals and vision by providing a two-year sponsorship with a value of up to \$40,000.00 each school year. It is important to note that Willow Elementary and the San Ysidro School District will *not* be receiving any monetary funding, but instead, will be provide value services, materials, activities, etc. through the agency directly ordering for the school.

Each grade level will be allotted \$2,000.00. Teachers will have the choice of creating a wish list as a team (\$2,000.00) or individually (\$500.00 each). Teachers are encouraged to use this sponsorship on items not funded by Title 1 funding. The teams are as follows: TK-K, 1st, 2nd, 3rd, 4th, 5th, 6th, and SPED.

In addition, the remaining \$20,000.00 will be spent for the school overall. A team consisting of the school's principal, intervention teacher, school psychologist, school therapist, and the outreach consultant, voted on how to divide the budget. The budget is as follows: Student engagement activities for lunchtime, creation of a sensory room, prizes for the Willow Store (PBIS and attendance values based), monthly PBIS lunch incentive for students, monthly best attendance classroom party, fun Fridays for better attendance, student reclassification party, sunshine committee (staff birthdays), mental health month lunch for teachers, and teacher incentives. Positive Movement will review to determine if wish lists are approved.

RECOMMENDATION:

Accept the grant award of up to \$40,000.00 and approve the agreement with The Positive Movement Foundation to provide educational programs, supplies and incentives to Willow Elementary School’s students and staff at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT
AGREEMENT

Between POSITIVE MOVEMENT FOUNDATION (GRANTOR) and
San Ysidro School District (DISTRICT)

1. Goal:

Positive Movement Foundation's Mission: Empowering San Diego's most vulnerable children & youth with the tools and support to create the future of their dreams. Our goal is to ensure that all children have access to the school supplies, computers, tutoring, mentoring, and overall support that they need in order to succeed.

The purpose is to support the vision and goals of the District and sponsored school.

2. Activities/Events:

This sponsorship, typically spanning a minimum of 2 years, covers a wide spectrum of areas that contribute to an enriched learning environment. From enhancing infrastructure such as gardens, athletic spaces, therapy and game rooms, to providing vital equipment like classroom tools, athletic items, administrative resources, and computers, the aim is to empower the sponsored school in every way possible.

Willow Elementary School has been chosen as the latest sponsored school by the Positive Movement Foundation. Willow Principal and staff will provide a list of educational programs, activities and materials to GRANTOR. GRANTOR will fund all recommended/approved programs and supplying the necessary resources. GRANTOR will order and deliver the items purchased or requested.

In order to maintain a healthy and open line of communication between the District and GRANTOR's team, the GRANTOR's team may, from time to time, participate in activities/events that are funded by the Positive Movement Foundation. This ensures that the funded resources and programs are effectively leveraged and utilized to their fullest potential.

3. Grant Award: *Refer to Exhibit A*

The Positive Movement Foundation traditionally allocates annual funding ranging from \$15,000 up to \$40,000 to sponsored schools. The actual amount disbursed is influenced by the unique needs of each school. This decision-making process is guided by the potential impact that these resources and programs can have, and it rests ultimately with our president and board. Our priority is to channel these funds into areas that promise the highest positive effect on your students' educational journey.

The District is not responsible for any expenses.

4. Indemnification and Hold Harmless:

GRANTOR 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 GRANTOR 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.

DISTRICT shall defend, indemnify, and hold harmless the GRANTOR, 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 GRANTOR hereunder, whether the same arises before or after

completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the GRANTOR's sole negligence or willful misconduct.

5. Term: September 8, 2023 to June 30, 2024. The agreement may be extended upon mutual written agreement.

6. School Safety Certification Forms – Refer to Exhibit B

GRANTOR is responsible for ensuring that its agents, employees and representatives are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

GRANTOR agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. GRANTOR shall not be permitted to have any contact with District pupils until such time as GRANTOR has verified in writing to the District that they have complied with Educational Code Section 45125.1.

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District waives** _____

If services are provided during the time when students are present at school, a District staff member must be present throughout the time that GRANTOR and/or its representatives are at the school site.

7. Release of Liability Waiver – Refer to Exhibit C

8. Insurance – Refer to Exhibit D for insurance coverage information.

9. Termination:

This contract may be terminated at any time with a 10- day advance written notice.

10. Other:

Positive Movement Foundation is an independent organization 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. //

- Signature page follows -

Signature Page

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.

POSITIVE MOVEMENT FOUNDATION
GRANTOR

Signature: *Omid Sabet* Date: 9/12/23

Omid Sabet
President of the Board
The Positive Movement Foundation
www.ThePositiveMovement.org

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

Dr. Gina Potter, Superintendent
4350 Otoy Mesa Road, San Ysidro, CA 92173

Board approved: _____

SYSD Contacts

Maria (Connie) Rodriguez, Principal
maria.rodriguez@sysdschools.org
(619) 428-4476 x3799 or x3797

Darlene Herbert, Outreach Consultant
darlene.herbert@sysdschools.org
(619) 428-4476 x3793

Dear Willow Elementary School,

We are thrilled to extend our heartfelt congratulations to you! It brings us immense joy to announce that Willow Elementary has been chosen as the latest sponsored school by our non-profit foundation, +MVMNT. Out of the numerous schools we evaluate annually, your institution has truly stood out, and it is with great enthusiasm that we welcome you as our 3rd sponsored school.

At +MVMNT, we take great care in selecting schools for sponsorship, and your commitment to education and the welfare of your students has not gone unnoticed. Our decision was based on a comprehensive assessment of various metrics, all pointing to the substantial impact our support can bring to your school community.

This sponsorship, typically spanning a minimum of 2 years, covers a wide spectrum of areas that contribute to an enriched learning environment. From enhancing infrastructure—such as gardens, athletic spaces, therapy and game rooms—to providing vital equipment like classroom tools, athletic items, administrative resources, and computers, our aim is to empower your school in every way possible.

Moreover, our dedication extends to fostering innovative programs. Through our sponsorship, we're excited to facilitate the creation of clubs focused on wellness, therapy, mindfulness, as well as initiatives that express appreciation for your dedicated teachers and inspire students through exciting incentives.

About the Award

The Positive Movement Foundation traditionally allocates annual funding ranging from \$15,000 to \$40,000 to our partner schools. However, the actual amount disbursed is influenced by the unique needs of each school. This decision-making process is guided by the potential impact that these resources and programs can have, and it rests ultimately with our president and board. Our priority is to channel these funds into areas that promise the highest positive effect on your students' educational journey.

Terms and Conditions

We would like to emphasize that we don't require anything specific from our sponsored schools. We are here to support your vision and goals. Positive Movement will take care of funding all recommended programs and supplying the necessary resources. We do, however, kindly request that a healthy and open line of communication be maintained between your school and our team. This ensures that our resources and programs are effectively leveraged and utilized to their fullest potential. Additionally, please note that certain funds may be allocated on a monthly or semester basis. As such, any unutilized funds allocated for the year may be prorated. Our goal is to make certain that the resources we provide are effectively deployed to maximize their benefit.

Warm regards,

Omid Sabet

Omid Sabet
President of the Board
The Positive Movement Foundation
www.ThePositiveMovement.org

*The Positive Movement Foundation is a 501(c)(3) nonprofit organization
EIN: #85-3224057*

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 students will be present while GRANTOR and/or GRANTOR’s representatives are on school facilities performing services under this contract..

_____ (Initial) As required under Education Code Section 45125.1, subdivision (a), GRANTOR shall require their employees and/or agents and students, 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 GRANTOR employees, agents or other have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (Initial) GRANTOR shall not permit any employee, agent or other to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) GRANTOR certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) GRANTOR 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 GRANTOR’s failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting GRANTOR from using employees, agents or other who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances (a Negative test result) to be in place by anyone coming in contact with pupils.

_____ (Initial) GRANTOR’s individuals/employees and/or others 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 GRANTOR’s employees/individuals and/or others 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 GRANTOR’s employees-individuals and/or others performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company/Organization Name: The Positive Movement Foundation

Name/Title of Authorized Representative (Print): Omid Sabet (President)

Signature: Omid Sabet Date: 9/12/23

**SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT**

EXHIBIT C

This form is to be completed by each individual participant.

In consideration of being permitted to use the San Ysidro School District’s facilities (collectively referred to herein as “District Facilities”), other than during the normal duty day, I, _____ (Print - Name of participant) the undersigned, agree to the following:

_____ (initials) 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively “District”), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ (initials) 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys’ fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ (initials) 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____(initials) 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____(initials) 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: *(All sections must be completed.)*

Participant:

_____ Signature	_____ Date
_____ Print Name	_____ Phone

Organization: _____

Note: Please include Business Card if available.

Participant's Address: _____

Telephone/Mobile: (_____) _____

Event Description/Purpose: _____

Date of Event: _____ Time: From _____ To: _____

Location of Event: _____

**IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.**

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

Signature

Date

Parent/Guardian Name

Phone

**Please return completed forms to the Business Services Office
at least one week before the event. ~ Thank you**

EXHIBIT D

INSURANCE:

(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.

(3) Verification of Coverage

Consultant 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.

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 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.

Additional Insured Endorsement

2. **Automobile Liability: (If driving is required for this agreement.)** 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

WC waiver of subrogation endorsement in favor of San Ysidro School District.

4. **Sexual Abuse/Molestation Insurance:** (If students are present.): \$1,000,000 per occurrence and \$2,000,000 general aggregate. Must be on certificate of liability.

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

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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.

Waiver of Subrogation

Consultant hereby grants to 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.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Vista Del Mar Middle School Informational
Irene Herrera-Cevallos, Principal Action

AGENDA ITEM: GRANT ACCEPTANCE FROM PRICE PHILANTHROPIES FOUNDATION

BACKGROUND INFORMATION:

Price Philanthropies has awarded a grant in the amount of \$1,000.00 to the District to cover for equipment and any other necessary expenses related to the Vista Del Mar baseball team. Any grant funds that are not expended for this purpose within 1 year shall be returned to Grantor.

RECOMMENDATION:

Accept the Price Philanthropies Foundation Grant Award in the amount of \$1,000.00 in support of the Vista Del Mar Middle School's baseball team.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal # Description 3 Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

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

\$1,000.00

(Amount)

Price Philanthropies Foundation Grant

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PRICE

PHILANTHROPIES

4305 University Avenue, Suite 600

San Diego, California 92105

(619) 795-2000 Telephone

www.pricephilanthropies.org

August 14, 2023

Irene Herrera-Cevallos
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Dear Irene Herrera-Cevallos:

Price Philanthropies Foundation takes great pleasure in informing you that a grant in the amount of \$1,000 has been awarded to the San Ysidro School District ("Grantee"), at the discretion of Michael Rios and the check is enclosed.

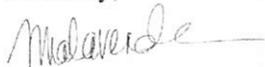
This grant is to cover equipment and any other necessary expenses related to the Vista Del Mar baseball team. We are excited about the work you do and hope you find this grant will further the objectives of your organization.

Any grant funds not expended for this purpose within one (1) year shall be returned promptly and voluntarily to Price Philanthropies Foundation. In accepting this grant by way of cashing the enclosed check, Grantee is certifying to Price Philanthropies Foundation that (1) it is a duly recognized charitable organization under Section 501(c)(3) of the Internal Revenue Code or is otherwise tax exempt under Section 170(c) of the Internal Revenue Code, (2) this grant will not be used for any political or lobbying activity, (3) this grant will not be used to satisfy the payment of a personal pledge, or a corporate obligation unless specifically set forth above as a purpose of this grant, and (4) no goods or services (including, without limitation, memberships, tickets to events, benefits of a personal or corporate nature) will be provided to any individuals or entities connected or related to Price Philanthropies Foundation as a condition of or in exchange for this grant. Please note that if the check is not deposited within 90 days of its issuance date, it will be cancelled.

Grantee acknowledges that working with diverse communities is an essential component of the program funded through this grant, and Grantee shall maintain non-discrimination policies preventing discrimination based on race, religion, color, national origin, medical condition, disability, marital status, military or veteran status, age, sex, sexual orientation, gender identity or other protected classes. Grantee further agrees to follow all applicable non-discrimination laws in the completion of its work. Future grant funding should not be assumed and will only be considered upon submission of a new grant request.

We prefer your nonprofit dollars be spent on the programs and people you serve, and the good work you do is our reward, so please do not send us any plaques or other material items. Also, please refrain from using the Price Philanthropies name or trademarks (including its logo) or the Price family name in publicity of the foregoing support, whether in the form of news announcements, annual reports, website or social media recognition of sponsors, or any other communication, both internal and external, without our prior written permission. Congratulations on this grant award and thank you for your good work!

Sincerely,



Terry Malavenda
Director, Grant Administration

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY TO PROVIDE EXPANDED LEARNING PROGRAM (ELP) SERVICES

BACKGROUND INFORMATION:

This Agreement is between the San Ysidro School District and the YMCA of San Diego County (YMCA) to provide Expanded Learning Program (ELP) services during the 2023-24 school year. YMCA agrees to provide additional before school, after school, and intercession program services in accordance with the provisions of the SYSD and the Expanded Learning Opportunities Program (ELO-P).

Scope of Services:

1. Intercession Services

SYSD and YMCA will collaborate to design and operate ELO-P intercession services at two (2) SYSD campuses. The program will offer full-day, intercession enrichment and learning opportunities for up to four hundred district students at 2 area locations (Ocean View Hills and Willow) determined by SYSD.

2. TK/K Ratios & Staffing

The ELO-P will continue to be utilized to supplement ASES Program funding and add an additional staff member at SYSD ASES Program school sites to support TK/K students at a 10:1 student to staff ratio.

3. Ocean View Hills ASES & ELO-P Expansion

The YMCA will continue to provide up to eight additional staff members to expand access to the existing ASES Program at Ocean View Hills.

The term of this MOA is from July 1, 2023, through June 30, 2024.

RECOMMENDATION:

Approve/Ratify the Memorandum of Agreement with YMCA of San Diego County to provide Expanded Learning Program (ELP) services at a cost not to exceed \$2,823,249.00 from the ELO-P fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.20: Implement Intercession Program for an expanded learning opportunity to provide enrichment programs to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$2,823,249.00

(Amount)

ELO-P Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF AGREEMENT

Expanded Learning Opportunities Program (ELO-P) Services 2023-24 YMCA of San Diego County and San Ysidro School District

This Agreement is to provide Expanded Learning Program (ELP) services for San Ysidro School District and is entered into this 20th day of October, 2023 by and between the San Ysidro School District (herein known as “SYSD”) and the YMCA of San Diego County (herein known as “YMCA”) who agrees to provide additional before school, after school, and intersession program services in accordance with the provisions of the SYSD and the Expanded Learning Opportunities Program (herein known as “ELO-P”).

1. General Scope of Services:

1. Intersession Services

SYSD and YMCA will collaborate to design and operate ELO-P intersession services at 2 SYSD campuses. The program will offer full-day, intersession enrichment and learning opportunities for up to 400 district students at 2 area locations (Ocean View Hills, Willow) to be determined by SYSD. The intersession services will be provided for 35 non-school days throughout the school year for a minimum of 9 hours per day. The program will be designed collaboratively with SYSD and is designed to develop the academic, social, emotional, and physical needs and interests of participating students through hands-on, engaging learning, and enrichment experiences. The program will work with district and external enrichment providers to offer specialized enrichment opportunities and off-site field trips throughout the school year. The contracted enrichment providers and off-site field trip costs will be managed by the YMCA and all vendor, field trip costs, or non-district transportation costs will be paid for by the YMCA and are included in the total cost estimates provided to the district.

2. TK/K Ratios & Staffing

The ELO-P will continue to be utilized to supplement ASES Program funding and add an additional staff member at SYSD ASES Program school sites to support TK/K students at a 10:1 student to staff ratio. This is to align with the California Department of Education’s requirements that educational agencies running a program funded by both ASES and the ELO-P will need to follow the most stringent program requirements between the ASES Program and the ELO-P. The ELO-P will also be used to increase direct service staffing to increase enrollment and reduce student waiting lists for the ASES Program and ELO-P services at 7 school sites. The YMCA will utilize all ASES Program funding for before school and after school programs’ personnel costs before requesting reimbursement for additional expenditures from the ELO-P.

3. Ocean View Hills ASES & ELO-P Expansion

The YMCA will continue to provide up to 8 additional staff members to expand access to the existing ASES and ELO-P funded programs at Ocean View Hills. The existing ASES Program funds an enrollment capacity of 12 students in the AM Program and 84 students in the PM Program. The current combined program enrollment for Ocean View Hills is currently 63 students for the AM Program and 281 students for the PM program. The YMCA will utilize all ASES Program funding for Ocean View Hills before school and after school programs before requesting reimbursement for additional expenditures from the ELO-P.

2. Enrollment & Daily Attendance Accountability Requirements:

1. The YMCA will facilitate and manage student interest and enrollment systems for ELO-P services as directed by SYSD.

2. The YMCA must implement and maintain daily written attendance procedures for all students who participate in ELO-P services.
3. The YMCA will implement and manage an attendance and enrollment tracking system for ELO-P.
4. YMCA must ensure all students are signed-in and signed-out of the program.
5. YMCA must retain written attendance records for a minimum of 5 years and make records available upon request by the SYSD. The YMCA utilizes Corodata for long term attendance record storage and will make record requests for ELO-P, SYSD, or YMCA audits.

3. Staffing Requirements:

1. YMCA must ensure a maximum of 20:1 student-to-staff ratio for students in 1st-8th grades and a 10:1 ratio for students in TK/K in accordance with EC Section 46120[b][2][D].
2. YMCA must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of SYSD and requirements of EC sections 8483.4 and 46120(b)(2)(D).
3. YMCA shall be responsible for students, staff, and parents accessing services under this Agreement. The YMCA certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. The YMCA must certify that all personnel providing services to students are screened through Livescan and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. Program Data and Evaluation Requirements:

1. The YMCA will collaborate with SYSD to develop and update an ELO-P plan in accordance with EC Section 8482.3(g)(1).
2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
3. SYSD will share program evaluation data reports with YMCA to use for continuous quality improvement plan.

5. Program Audits.

1. The YMCA shall cooperate with SYSD as necessary in required program audits conducted pursuant to EC Section 41020.

6. Additional Program Operation Requirements.

1. Both SYSD and YMCA shall each designate a lead contact person for the ELO-P.
2. The ELO-P will include an educational and literacy element designed to provide one or more of the following core content subject areas: language arts, mathematics, history and social science, science, and computer training in accordance with EC Section 8482.3(c)(1) (A–B).
3. The ELO-P will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts, and youth development activities provided by the YMCA and subcontracted specialty enrichment providers. These items will be discussed collaboratively between SYSD and YMCA in accordance with EC Section 8482.3(c)(1) (A–B).
4. SYSD shall collaborate with YMCA to provide all students snack and/or lunch program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
5. SYSD is responsible to ensure the YMCA has access to safe, clean, and supportive indoor/outdoor space at ELO-P participating school sites to conduct a high-quality program.

6. The YMCA will ensure staff attends SYSD training opportunities as requested to maximize ELO-P program effectiveness.
7. SYSD and YMCA will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to SYSD from YMCA shall include written authorization and detailed instructions unless otherwise agreed upon by both parties.
8. SYSD and YMCA will work collaboratively to ensure that the ELO-P is following updated California Department of Public Health Guidance for K-12 Schools and Child Care Settings to Support Safe In-Person Services and Mitigate the Spread of Communicable Diseases, 2023-2024 School Year.

7. Compensation/Costs and Payments

1. The YMCA shall provide monthly invoices and income statements for all ELO-P expenses.
2. SYSD shall reimburse YMCA for ELO-P expenses within 30 days of monthly invoice.
3. YMCA shall provide any additional expense documentation and financial reports to SYSD as needed based on written request.
4. The YMCA will ensure expenditures are at least 85% direct services to students and no more than 15% total administrative costs including no more than 10% in YMCA indirect costs.
5. The YMCA shall retain record of ELO-P expenses for a minimum of 5 years.

The total reimbursement to YMCA for ELO-P 23-24 expenditures **shall not exceed \$2,823,249.00.**

8. Period of Agreement

1. The term of this Agreement shall be July 1, 2023, through June 30, 2024, unless mutually extended by both parties.

9. YMCA & SYSD Agreement Contact Persons

YMCA of San Diego County Contact:

Steve Hensel
 Executive Director
 Expanded Learning Programs
 YMCA of San Diego County
 4451 30th Street
 San Diego, CA 92116
 P: 619-347-3917
 E: shensel@ymcasd.org

San Ysidro School District Contact:

Luis Ramos
 Director of Educational Services
 San Ysidro School District
 4350 Otay Mesa Road
 San Ysidro, CA 92173
 P: 619-428-4476
 E: luis.ramos@syzdschools.org

10. Confidentiality

1. All communications and information obtained by YMCA from SYSD relating to this agreement, and all information developed by YMCA under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of SYSD, YMCA shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA shall inform the SYSD, in writing, of the nature and reasons for such disclosure. YMCA shall not use any communications or information obtained from SYSD for any purpose other than

the performance of this agreement without SYSD's written prior consent.

2. At the conclusion of the performance of this agreement, YMCA shall return to SYSD all written materials constituting or incorporating any communications or information obtained from the SYSD. Upon SYSD's specific approval, YMCA may retain copies of such materials, subject to the requirements of Subsection 1.

SYSD may disclose to any vendor, or YMCA approved third parties, any information otherwise subject to Subsection 1 that is required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, SYSD shall obtain the YMCA's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to SYSD.

3. The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered, 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 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.

- a) Pupil records obtained by the YMCA from SYSD continue to be the property of and under the control of the SYSD. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing SYSD personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
- b) In the event of an unauthorized disclosure of a pupil's records, the YMCA 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.
- c) YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
- d) The YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this Professional Services Agreement.
- e) The district agrees to work with the YMCA to ensure compliance with FERPA.
- f) The YMCA shall not use personally identifiable information in pupil records to engage in targeted advertising.
- g) 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 do not include 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.

4. YMCA's obligation of confidence with respect to information submitted or disclosed to YMCA by SYSD hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

(a) this Agreement to any other vendor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The YMCA received advance written approval from the SYSD to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by the Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, SYSD may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

Likewise, SYSD obligation of confidence with respect to information submitted or disclosed to SYSD by YMCA hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

11. Confidentiality of Services

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s), and individual responses on surveys in conjunction with this evaluation will be kept confidential by the YMCA. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the SYSD.

YMCA agrees to all the following:

1. YMCA shall not disclose private information obtained from the SYSD in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:
 - a) The disclosure is authorized by this Agreement;
 - b) The YMCA received advance written approval from the SYSD to disclose the information; or
 - c) The disclosure is required by law or judicial order and in accordance with AB163.
2. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by the Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

3. Any failure of the contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the SYSD may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

12. Termination for Convenience

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time for either party's convenience.
2. If the termination is for the convenience of the SYSD, upon receipt of 60 days' notice, YMCA shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to SYSD all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of such notice.

YMCA shall submit a final invoice within 60 days of termination and upon approval the SYSD shall reimburse for services performed prior to the effective date of termination and other costs incurred by YMCA to implement the termination.

3. YMCA shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the YMCA in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of SYSD provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

13. Termination for Default

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure to fulfill its contractual obligations.
2. If this agreement is terminated by the SYSD, upon receipt of such notice, YMCA shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to SYSD all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of such notice.
3. If the termination is due to the failure of YMCA to fulfill its contractual obligations, SYSD may take over the services and complete the services by contract or otherwise.

14. Independent Contractor

It is expressly always understood that, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA is acting as an independent contractor and not as an officer, agent, or employee of SYSD.

15. Hold Harmless

YMCA agrees to hold harmless, to defend, and to indemnify the SYSD, its officers, agents, and employees against all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, SYSD performance, or lack thereof, under this Agreement.

Likewise, the SYSD agrees to hold harmless, to defend, and to indemnify YMCA, its officers, agents, and employees against all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA performance, or lack thereof, under this Agreement.

16. Worker's Compensation

YMCA is self-insured for workers' compensation insurance. A Certificate of Self-Insurance may be provided upon request.

17. Audit

YMCA agrees to maintain and preserve until five years after termination of the Agreement with SYSD, and to permit SYSD, CDE, or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this agreement and ELO-P funded services.

18. Insurance Requirements

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

(2) Minimum Requirements and Limits. YMCA and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by YMCA, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury (to include sexual abuse and molestation coverage) and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance)**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Sexual Misconduct (Abuse and Molestation) Coverage** with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate either by separate policy or by an endorsement to Insureds Commercial General Liability coverage.

If the YMCA maintains higher limits than the minimums shown above, the District requires and shall

be entitled to coverage for the higher limits maintained by YMCA.

YMCA shall file, with the SYSD, endorsed Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **San Ysidro School District** as an additional insured.

19. 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 or Federal court located in San Diego County.

20. Compliance with Law

YMCA shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

21. Final Approval

This Agreement is of no force or effect until approved by SYSD Board of Education and authorized signatures by SYSD and the YMCA.

22. Pupil Safety/School Safety Act

Pupil Safety/School Safety Act: SYSD shall determine the YMCA's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

The YMCA will have "**limited contact**" with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1. Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3. Provide security patrols or supervision,
4. Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

The YMCA will have "**greater than limited contact**" with pupils and the YMCA shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints to conduct a criminal background check per Education Code §45122.1. The YMCA shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of or have charges pending for a defined felony.
2. The YMCA has **certified in writing** to SYSD that the employer and all these employees have not been convicted of, or do not have charges pending for a defined felony.

(Authorized Signature)

Date

Steve Hensel
Executive Director
Expanded Learning Programs
YMCA of San Diego County

23. Entire Agreement

This Agreement represents the entire Agreement and understandings of the parties hereto and no 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.

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

SAN YSIDRO SCHOOL DISTRICT

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

By (Authorized Signature)

Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

Todd Tibbits
President & CEO
YMCA of San Diego County

Date: _____

Date: _____

Board Approval:

YMCA Federal EIN #: 95-2039198

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

Informational
 Action

AGENDA ITEM: FACILITIES USE AGREEMENT WITH SOUTHWESTERN COMMUNITY COLLEGE

BACKGROUND INFORMATION:

The San Ysidro School District (SYSD) in continued collaboration with the Southwestern Community College brings parents the opportunity for them to participate in Continuing Education classes/programs such as English as a second language. The Southwestern College will provide a teacher to instruct classes and the District will provide a room. Both parties agree to meet as often as required to run this collaboration thus providing the participating families the benefits of a great education.

The Facilities Use Agreement term is from July 1, 2023 - June 30, 2024. These classes will be offered at the Parent Resource Center located at the District Office, Willow School, Smythe School, and San Ysidro Middle School, at no cost to the District and Southwestern Community College.

RECOMMENDATION:

Approve/Ratify the Use of Facilities Agreement with Southwestern Community College for the purpose of offering parents continuing education classes at district facilities during the 2023-24 school year at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



**AGREEMENT BETWEEN
Southwestern Community College District AND
San Ysidro School District**

USE OF FACILITIES

Southwestern Community College District (hereafter referred to as the “District”) and San Ysidro School District (hereafter referred to as “Facility”) hereby enter into this Agreement for Use of Facilities and agree as follows:

1. Name and Address of Facilities:

- San Ysidro Elementary School District – Parent Resource Center
4350 Otay Mesa Road, San Ysidro, CA 92173
- San Ysidro Middle School (Room TBD)
4345 Otay Mesa Road, San Ysidro, CA 92173
- Smythe Elementary School (Room TBD)
1880 Smythe Avenue, San Ysidro, CA 92173
- Willow Elementary School (Room TBD)
226 Willow Road, San Ysidro, CA 92173

2. Facility:

- Will provide the above-referenced facilities to District to use for purposes of offering Continuing Education classes/program(s) to adults.
- Will make facilities available on a semester-to-semester basis as agreed upon by both parties.
- Will not charge the District rent for use of these facilities.
- Will follow District and Facility’s COVID-19 Protocols for students, faculty and staff.
- Will not be responsible for any items left in the Facilities. Facilities are not to be used for storage of any District materials/equipment or other items.

3. District:

- Will use the facilities for instructional purposes only.
- Will not sublet or assign use of the facilities to any third party.
- Access will be allowed only to the areas that have been authorized by this agreement.
- Is responsible for persons participating in the Continuing Education classes/program(s). Will provide a class schedule and plan ahead with the Facility designated representative.
 - See Exhibit A for class schedule(s).
- Accepts the present condition of the facilities as “good” and agrees no alterations of a permanent nature will be made to the facilities.
- Will upon termination of this Agreement, surrender the facilities in good condition, as defined above.
- Will follow District and Facility’s COVID-19 Protocols for students, faculty and staff.
- Will not use Facilities for storage of any District materials/equipment or other items. If facility will be used during Facility’s school hours a School Safety Certification Form is required. (Attached)

4. Term of Agreement: The period covered by this Agreement begins July 1, 2023 and terminates June 30, 2024. The agreement can be extended by mutual written agreement on a year-to-year basis (July-June).

5. **Contact Persons:**

Southwestern Community College District

Silvia Cornejo, Dean
Higher Education Center at Otay Mesa
619-216-6755
scorejo@swccd.edu

San Ysidro School District

Cristina Inzunza
Coordinator, PR & Community Services
619-428-4476 ext. 3033
cristina.inzunza@sysdschools.org

6. **Insurance:** District agrees to take out and keep in force during the term of this agreement at District's expense, insurance naming the San Ysidro School District as an additional insured against any liability to the public or damage to the property resulting from any accident occurring in or about the Facility in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two million (\$2,000,000) aggregate for bodily injury and property damage. If student are present during the use of facilities, Sexual Abuse/Molestation Insurance in an amount not less than One Million (\$1,000,000.00) Dollars per occurrence and Two million (\$2,000,000) aggregate A certificate of Liability insurance with endorsements shall be provided to the Facilities prior to District's use of the Facilities. All coverages must be included in the certificate.

7. **Indemnification:** This agreement is made on the express covenant and condition that SYSD/Facility is to be free from all liability to the extent caused by any act or omission of SWC/District, or its contractors, licenses, employees or agents, or to the extent arising from any injury or damage caused to any person or property occurring in or about the Facilities, including but not limited to any claim of liability for losses due to the theft or vandalism, water damage, however occurring, or any other such claim arising out of, or connected with, loss or damage to the business or property of District or any other property located on the Facility.

SWC/District shall indemnify and hold SYSD/Facility harmless from claims, legal proceedings, liabilities, costs, expenses, including attorney's fees and costs, to the extent caused by District's negligence use of the Facilities.

8. **Termination:** Either party to this Agreement may terminate the Agreement with thirty (30) days written notice to the other party.

DISTRICT: Southwestern Community College District FACILITY: San Ysidro School District

By: _____
Rosalinda Hernandez
Director of Procurement, Central Services
& Risk Management

By: _____
Marilyn Adrianzen, CBO

Dated: _____

Dated: _____

Board approved: _____

FALL SCHEDULE - 2023

Course Name	Locatio	Start Date	End Date	Instr Method	Meeting Days	Start Time	End Time
NC-108	SYSD3	08/21/23	10/18/23	LEC	MW	9:00 AM	11:20 AM
NC-108	SYSD2	10/24/23	12/06/23	LEC	TTh	9:00 AM	11:20 AM
NC-109	SYSD1	08/22/23	10/12/23	LEC	TTh	9:00 AM	11:20 AM
NC-110	SYMS	10/23/23	12/06/23	LEC	MW	9:00 AM	11:20 AM

SPRING SCHEDULE – 2024

Course	Location	Start Date	End Date	Day	Start Time	End Time
NC-108	Willow	01-30-24	03-08-24	T TH	9:00 AM	11:20 AM
NC-108	Smythe	04-15-24	05-22-24	MW	9:00 AM	11:20 AM
NC-109	Parent Ctr	01-29-24	03-11-24	MW	9:00 AM	11:20 AM
NC-109	Willow	04-15-24	05-22-24	MW	9:00 AM	11:20 AM
NC-110	Parent Ctr	04-16-23	05-23-24	TTH	9:00 AM	11:20 AM

San Ysidro School District
SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors or persons in an incapacitated state.**

_____ (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____ (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____ (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 05-26-2

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Administration
Gina A. Potter, Ed.D., Superintendent

Informational
 Action

AGENDA ITEM: AGREEMENT WITH DALE SCOTT & COMPANY (DS&C)

BACKGROUND INFORMATION:

The San Ysidro School District (the "District") wishes to address its capital needs by reviewing its current debt profile, placing general obligation bonds before the voters issuing general obligation bonds, certificates of participation, refunding bonds, and/or bond anticipation notes (collectively, the "Bonds"). Additionally, the District wishes to comply with obligations under the continuing disclosure certificates the District has executed and delivered in connection with its outstanding long-term debt financings. Dale Scott & Company, Inc. agrees to assist the District as its continuing disclosure dissemination agent. In connection with this goal, Dale Scott & Company, Inc. ("DS&C") proposes to advise and assist the District as its independent financial advisor with the following services:

- Advisory Services: pre-election, survey research, bond issuance, and voter/community information.
- Continuing Disclosure Services: preparation of annual report, annual filing of annual report, budget and audit, preparation and filing of notice of significant events.
- Preparation and Filing of Annual Debt Transparency Reports (ADTRs)

The term of this agreement is 5 years (2023-2028).

RECOMMENDATION:

Approve the 5-year agreement with Dale Scott & Company, Inc (DS&C) to advise and assist with Financial Advisory, Continuing Disclosure, and Annual Debt Transparency Reports (ADTR) services. Compensation based on services provided.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

Compensation based on
services provided.
(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**San Ysidro School District
Agreement for Municipal Advisory/Continuing Disclosure/ADTR Services**

The San Ysidro School District (the "District") wishes to address its capital funding needs, review its current debt profile, place one or more general obligation bonds before the voters and issue general obligation bonds, certificates of participation, refunding bonds, and/or bond anticipation notes (collectively, the "Bonds"). Additionally, the District wishes to comply with obligations under the continuing disclosure certificates the District has executed and delivered in connection with its outstanding long-term debt financings. Dale Scott & Company, Inc. ("DS&C", together with the District, the "Parties"; individually each a "Party") hereby agrees to assist the District as its continuing disclosure dissemination agent ("Dissemination Agent"). In connection with this goal, Dale Scott & Company, Inc. ("DS&C") proposes to advise and assist the District as its municipal advisor as set forth below (the "Agreement").

- I. **Advisory Services Provided.** The services to be provided under this Agreement are set forth below:
- a. **Pre-Election Services.** If the District prepares for and/or conducts a bond election, DS&C will provide the following services:
- Review District's overall financing needs and recommend appropriate financing vehicle
 - Develop an election and financing timetable
 - Review historical assessed valuation patterns
 - Calculate bonding capacity of District, less any outstanding debt
 - Prepare a financing plan including alternative amortization schedules of the Bonds' principal repayment, alternative total bond issue amounts, alternative repayment plans, and alternative scenarios for timetable of bond issuance
 - Analyze impact of alternative bond scenarios on tax rates
 - Recommend proposed bond amount and issuance schedule
 - Prepare proposed ballot language for legal review
 - Review financial aspects of resolutions prepared by bond counsel to confirm that potential financing plans are permitted by the terms of the resolution
 - Advise District as to non-legal aspects of information to be distributed to public regarding proposed bond issue
 - Prepare tax rate statement for ballot
 - Prepare argument for ballot and rebuttal (if necessary)
- b. **Voter Survey Research.** If so requested, design and draft a random survey of registered voters of the District, incorporating comments from the District, coordinating the gathering of data, and analyzing and presenting the results to the District. Specific information will include:
- Overall performance of district
 - Quality of education
 - Quality of district facilities
 - Perceived need for a bond issue
 - Need for the funding of specific projects
 - Willingness to raise taxes for bond

- c. **Bond Issuance Services.**
- Analyze issues such as debt capacity, assessed valuation growth, alternative financing structures, and developments in the bond market
 - If requested, oversee the selection process and assembly of finance team members
 - Prepare schedule of financing and see that all parties take the necessary actions to ensure timely completion of financing
 - Size and structure the bond financing to meet District’s cash flow needs and tax rate goals
 - Provide legal counsel with information necessary for the preparation of authorizing resolutions and related legal documentation
 - Advise District as to available and appropriate pricing mechanisms for the Bonds
 - Manage bid process for competitive sales including posting of Notice of Sale, monitoring bids, and coordinating the award of Bonds
 - Oversee negotiated sales process, review preliminary and proposed interest rate scales provided by underwriter, and advise the District with respect to the competitiveness of proposed interest rates
 - Assist with management and coordination of pre-closing and closing as needed
- d. **Voter/Community Information.** DS&C shall produce on behalf of the District an annual Voter/Community Information report for the community regarding the District’s bond program suitable for electronic and/or US mail.
- II. **Continuing Disclosure Services.** The services to be provided under this Agreement are set forth below:
- a. **Preparation of Annual Report.** Include all required items from the continuing disclosure certificate (“CDC”) from each of the District’s outstanding financings. DS&C shall, whenever possible, attempt to consolidate information from separate CDCs into a single Annual Report.
- b. **Annual Filing of Annual Report, Budget and Audit.** File all materials as required under each CDC with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access portal.
- c. **Preparation and Filing of Notice of Significant Events.** Notices of significant market events are required to be filed within 10 business days of their occurrence. DS&C will prepare notices of significant events as required by any CDC when DS&C becomes aware of such event. DS&C will monitor third-party sources for occurrences of significant events related to the rating of the District or any applicable credit enhancement such as bond insurance. The District will notify DS&C if it becomes aware of any significant event requiring a filing. The terms of the CDC govern but such significant events include, but are not limited to:
- Delinquencies, defaults, unscheduled drawdowns of debt service reserves or credit enhancements, defeasances, bankruptcies, bond calls, adverse tax opinions, etc.
 - Changes in the underlying rating of the District
 - Changes in the ratings of the insurers on the District’s outstanding financings
 - Any other significant event required to be disclosed by a CDC

III. Preparation and Filing of Annual Debt Transparency Reports (“ADTRs”) shall include but not be limited to:

- a. Complete an ADTR for each applicable District bond or note issuance.
- b. Obtain outstanding data from the District not otherwise available as required for the filing of each ADTR.
- c. Annually file ADTRs with the California Debt and Investment Advisory Commission (“CDIAC”).
- d. Provide the District with notice and confirmation of each successful filing.

IV. Limitations on Services.

- a. The services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by DS&C.
- b. Unless otherwise provided above, DS&C is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about DS&C provided by DS&C for inclusion in such documents.
- c. Under the terms of this Agreement, DS&C is not responsible for determining whether any Annual Report makes an untrue statement of material fact or omits to state any material information or for making any determination with respect to the “materiality” of a significant event or whether such event reflects “financial difficulties” of the District.

V. Compensation. Payment of all fees and expenses shall be made from either bond proceeds (as permitted) or any other source of legally available funds. For its services, DS&C shall be compensated as follows:

- a. **Pre-Election Services.** For Pre-Election Services, the District shall pay DS&C a fee of \$10,000 per election payable upon the adoption of the election resolution.
- b. **Voter Survey Research.** Should the District request DS&C to undertake voter survey research, the District shall pay DS&C a fee of \$15,000 for the first survey and \$10,000 for each additional survey undertaken at the same time plus third-party data collection services billed at cost, payable upon the delivery of survey results.
- c. **Bond Issuance Services.** For Bond Issuance Services, the District shall pay DS&C a fee of \$60,000 per series of Bonds contingent on the sale of each bond series.
- d. **Voter/Community Information.** For such services, the District shall pay DS&C an annual fee of \$10,000 payable from bond proceeds or any other source of legally available funds. In addition, the District agrees to reimburse DS&C for out of pocket expenses at cost.
- e. **Continuing Disclosure Services.** For the preparation and filing of the Annual Report (including budgets, audits and any other required data) and for the reporting of significant events, an annual fee of \$500 per series of bonds not to exceed \$5,000 payable upon filing of the annual report.

f. **ADTR Services.** For the preparations and filing of ADTRs payable upon filing of the annual reports:

- A one-time set-up fee of \$500 for each ADTR
- An annual fee of \$500 for each filed ADTR

g. **Expenses.** Third-party and out-of-pocket expenses are payable upon receipt of the invoice and will be billed at their direct cost, with the exception of third-party creative, design, and communication services, which will be billed at their direct cost plus 10%.

VI. Effective Date, Terms, and Conditions. This Agreement shall be effective on the date signed by an authorized representative of the District and remain in effect for five years. Either party may terminate this Agreement at any time with the following conditions: a) If requested by DS&C, written notice shall be provided 30 days prior to such termination; b) if requested by the District, Board action approving such termination shall be provided 30 days prior to such termination and the District agrees to compensate DS&C for its expenses and services performed to date as mutually agreed upon.

The District agrees DS&C shall be the sole municipal advisor in relation to the sale of the Bonds during the term of this Agreement, and that no additional municipal advisors shall be hired by the District for the services described in this Agreement without the written consent of DS&C.

VII. Additional Matters.

- a. **Insurance.** DS&C shall maintain in full force and effect workers' compensation insurance and general liability insurance covering its employees at its own expense. Evidence of such insurance shall be provided to the District upon request.
- b. **Entire Agreement and Amendments.** This Agreement contains the entire understanding of the parties with respect to the subject matter herein. No amendment or addition to this Agreement shall be valid unless such amendment or addition is in writing and signed by the parties hereto.
- c. **Jurisdiction.** It is expressly understood and agreed that this Agreement and all questions arising there under shall be construed according to the laws of the State of California, without reference to any conflicts of law provisions. Any litigation or arbitration between the parties will take place in the appropriate court or legal forum located closest to San Francisco, California.
- d. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- e. **Independent Contractor.** DS&C are independent contractors and not agents or employees of the District and shall have no authority to act as an agent of the District, nor to enter into any agreement for or on behalf of the District except as provided herein.
- f. **Property of District.** All work performed by DS&C pursuant to this Agreement shall become the property of the District, is for the sole use of the District, and shall not be released to any third party without prior written consent of the District.

- g. **Notices.** The parties may deliver any documents related to this Agreement or any notices required by email or other electronic means. The parties consent to (i) conduct business electronically, (ii) receive documents and notices by such electronic delivery, and (iii) sign documents electronically. Where written notice is to be given under this Agreement, service shall be sufficient if deposited in the United States mail, postage paid, and shall be effective from the date of mailing. Notice to the parties shall be addressed to the signatories below at their respective addresses listed above.
- h. **Attorneys' Fees.** If either party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including but not limited to the recovery of damages for its breach, the prevailing party in said action or proceedings shall be entitled to recovery of its costs and reasonable attorneys' fees, including the reasonable value of the services of the counsel of the District or the counsel of DS&C.
- i. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same Agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed original and valid.
- j. **Severability.** If a provision of this Agreement is held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.
- k. **Certain Mandatory Disclosures.** DS&C agrees to provide to the District disclosures required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 (the "Disclosures"), which are attached here as Appendix A. DS&C agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to the District and shall be deemed incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

Dale Scott & Company, Inc.

San Ysidro School District

By:

Accepted:



Dale Scott, President

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

Date:

Board approved:

APPENDIX A:

DISCLOSURES REQUIRED UNDER MSRB RULE G-10 AND G-42

Required Disclosures. MSRB Rule G-10 and G-42 require that DS&C provide you with the following disclosures of actual and potential material conflicts of interest, of information regarding certain legal events and disciplinary history, and of information regarding municipal advisory client education and protection.

- 1) **Disclosures of Conflicts of Interest.** DS&C makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under its Agreement with the District, together with explanations of how DS&C addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, DS&C mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District. This duty of loyalty obligates DS&C to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to DS&C's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.
 - a) **Compensation-Based Conflicts.** The municipal advisory fees due under DS&C's agreement with the District are contingent upon the completion of the financing for which DS&C is providing municipal advisory services. While contingent compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for DS&C to advise the District to complete a financing or to alter the structure of a financing. The compensation due under this agreement may also vary based on the size of the bond issue. While this is not unusual in the municipal securities market, it may present a conflict of interest because it could create an incentive for us to advise the District to decrease or increase the size of the issue. These potential conflicts of interest are mitigated by our adherence to MSRB and SEC rules, including compliance with a duty of fair dealing and certain core standards of conduct when engaging in municipal advisory activities. Further, DS&C works closely and carefully with the District to ensure the structure of the financing is appropriate for the District's needs.
 - b) **Related Disclosure Relevant to the District.** DS&C may have made contributions to bond referendum campaigns or provided in-kind election-related assistance to bond referendum campaigns and the campaigns resulted in voter authorization for an issue under DS&C's agreement with the District. Similarly, DS&C may have made contributions to charitable organizations at the request of personnel of the District. The District may wish to consider any impact such circumstances may have on how it conducts its activities with DS&C under its Agreement.
 - c) **Other Municipal Advisor Relationships.** DS&C serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District under its agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, DS&C could potentially face a conflict of interest arising from these competing client interests.

- 2) **Disclosures Regarding Legal Events, Disciplinary History and Client Education and Protection.** MSRB Rule G-42 requires that municipal advisors provide to its clients certain disclosures of legal or disciplinary events material to the clients' evaluation of the municipal advisor or the integrity of the municipal advisor's management or personnel. Additionally, MSRB Rule G-10 requires that municipal advisors provide to its clients certain disclosures of education and protection information. Accordingly, DS&C sets out below required disclosures and related information in connection with such disclosures.
- a) **Registration.** DS&C is registered with the US Securities and Exchange Commission and the MSRB. The website for the MSRB is www.msrb.org.
 - b) **Client Brochure.** A municipal advisory client brochure is available to you on the MSRB website that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.
 - c) **Material Legal or Disciplinary Events.** We do not believe that there are any legal or disciplinary events that are material to the District's evaluation of DS&C or the integrity of DS&C's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC. However, please note the disclosure provided in the next paragraph.
 - d) **Most Recent Change in Legal or Disciplinary Event Disclosure.** As required by the SEC, DS&C regularly updates its Forms MA and MA-I with information pertinent to the firm. In response to item 9(C) on DS&C's Form MA, in August 2019, DS&C filed notice regarding an administrative action related to the potential indirect involvement of DS&C in alleged SEC registration violations of certain consultants that worked for DS&C. DS&C agreed to settle with the SEC without admitting or denying any wrongdoing. There were no allegations of any misrepresentations or harm to any school district in the SEC's order.
 - e) **How to Access Form MA and Form MA-I Filings.** DS&C's most recent Form MA and each most recent Form MA-I filed with the SEC are located on the SEC's EDGAR system by searching for "Dale Scott & Co" at:
<https://www.sec.gov/edgar/searchedgar/companysearch.html>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: LETTER OF ENGAGEMENT WITH WILKINSON HADLEY KING & CO. LLP FOR THE 2022-23 BOND FINANCIAL AUDIT REPORTS FOR MEASURE T & MEASURE U

BACKGROUND INFORMATION:

California Ed Code requires that an annual external audit of financial statements be conducted to ensure proper reporting is followed; in addition, compliance is tested.

Wilkinson Hadley King & Co. LLP will be responsible for the complete bond audit for the District's General Obligation Bond audit for Measures T & U which includes audit of financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements which collectively comprise the basic financial statements of the district as of and for the year ended June 30, 2023.

Cost implications are estimated at:

- Measure T - \$5,100.00
- Measure U - \$5,100.00

RECOMMENDATION:

Approve/Ratify the letter of engagement with Wilkinson Hadley King & Co. LLP for auditing services for the District's General Obligation Bond Measures T & U fiscal year 2022-23 in an amount up to \$10,200.00 from the General Obligation Bond funds.

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 #

\$10,200.00

(Amount)

General Obligation Bond Measures T & U

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

August 31, 2023

To: Citizen's Oversight Committee – Measure T and Management

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

We are pleased to confirm our understanding of the services we are to provide for San Ysidro School District Measure T Bond Fund (the Bond Fund) for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of Measure T Bond Fund, including the related notes to the financial statements which collectively comprise the basic financial statements of the San Ysidro School District Measure T Bond Fund as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the San Ysidro School District Measure T Bond Fund's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Measure T Bond Fund's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A)

We have also been engaged to report on the supplementary information other than RSI that accompanies the Bond Fund's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. General Obligation Bonds Project List

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement which exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- An opinion (or disclaimer of opinion) on performance and compliance requirements as set forth in the bond indenture and Proposition 39 as outlined in the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810, Appendix A*.

Auditor's Responsibilities for the Audit of the Financial Statements and Performance Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the requirements identified in the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810*, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Bond Fund or to acts by management or employees acting on behalf of the government.

Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bond Fund's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representation from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Improper Revenue Recognition
2. Management Override of Controls

As we continue the audit planning process we may identify additional significant risks. If such risks are identified we will provide an addendum to this engagement letter to communicate these risks. If no additional significant risks are identified, no addendum will be provided.

Audit Procedures – Internal Control

We will obtain an understanding of the Bond Fund and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Bond Fund’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The *2022-23 Guide for Annual Audits of California Local Education Agencies and State Compliance Reporting* (the Audit Guide) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with state statutes, regulations, and the terms and conditions of state awards identified in the Audit Guide which are applicable to the Bond Fund based on materiality levels identified in the Audit Guide. For the programs applicable to the Bond Fund, we will perform the procedures identified in the Audit Guide and report noncompliance in accordance with direction provided in the Audit Guide. The purpose of these procedures will be to express an opinion on the Bond Fund’s performance with requirements applicable to Proposition 39.

Other Services

We will also assist in preparing the financial statements, and the related notes of the Bond Fund in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to those previously identified and previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements, Single Audit, and State Compliance Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for:

1. Designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met;
2. Following laws and regulations;

3. Ensuring that there is reasonable assurance that government programs are administered in compliance and with compliance requirements; and,
4. Ensuring that management and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside general and subsidiary ledgers). You are also responsible for providing us with:

1. Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters;
2. Access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and in accordance with the Audit Guide;
3. Additional information that we may request for the purpose of the audit; and
4. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect of the financial statements. Your responsibilities include informing us of your knowledge and of any allegations of fraud or suspected fraud affecting the School District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the School District complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reporting audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for review upon our scheduled interim field work dates.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that:

1. You are responsible for the presentation of the supplementary information in accordance with GAAP;
2. You believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP;
3. The methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and
4. You have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the school district; however, management is responsible for the distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wilkinson Hadley King & Co. LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California Board of Accountancy or its designee, the County Office of Education, the California State Controller's Office or its designee, the California Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wilkinson Hadley King & Co. LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained to other, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Aubrey Mann, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit upon the signing of this engagement letter and will schedule dates for field work accordingly.

Our fee for these services are expected to be \$5,100. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. Upon completion of the audit report and submission to the California State Controller's Office progress billings will be brought to 90% of the contracted amount. The final 10% of the contracted amount will be billed, and is due, upon receipt of the California State Controller's Office certification letter. In accordance with firm policies, work may be suspended if your account becomes 30 days past due and may not be resumed until your account is paid in full. Additionally, an audit report will not be issued for the year ended June 30, 2023 if 100% of prior audit fees have not been paid in full inclusive of the final 10% billed upon receipt of the California State Controller's Office certification letter for the prior period. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended at our standard hourly rates and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. The following are examples of unexpected circumstances that could result in additional fees:

- Significant changes in internal control systems
- Deterioration in the quality of your accounting records during the current year engagement in comparison to the prior year engagement
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Significant delays in responding to our requests for information or supporting documents
- Schedule disruption caused by litigation, financial challenges, lone covenants, etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Lack of availability of your personnel during audit fieldwork

Reporting

We will issue written reports upon completion of our Audit. Our reports will be addressed to the Citizen's Oversight Committee – Measure T and Management of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Bond Fund and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Wilkinson Hadley King & Co LLP
Wilkinson Hadley King & Co. LLP

Response:

This letter correctly sets forth the understanding of San Ysidro School District Measure T Bond Fund.

Management Signature: _____

Title: _____

Date: _____

Approved by Governance at a Public Meeting on: _____

August 31, 2023

To: Citizen's Oversight Committee – Measure U and Management

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

We are pleased to confirm our understanding of the services we are to provide for San Ysidro School District Measure U Bond Fund (the Bond Fund) for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of Measure U Bond Fund, including the related notes to the financial statements which collectively comprise the basic financial statements of the San Ysidro School District Measure U Bond Fund as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the San Ysidro School District Measure U Bond Fund's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Measure U Bond Fund's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A)

We have also been engaged to report on the supplementary information other than RSI that accompanies the Bond Fund's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. General Obligation Bonds Project List

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement which exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- An opinion (or disclaimer of opinion) on performance and compliance requirements as set forth in the bond indenture and Proposition 39 as outlined in the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810, Appendix A*.

Auditor's Responsibilities for the Audit of the Financial Statements and Performance Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the requirements identified in the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810*, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Bond Fund or to acts by management or employees acting on behalf of the government.

Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bond Fund's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representation from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Improper Revenue Recognition
2. Management Override of Controls

As we continue the audit planning process we may identify additional significant risks. If such risks are identified we will provide an addendum to this engagement letter to communicate these risks. If no additional significant risks are identified, no addendum will be provided.

Audit Procedures – Internal Control

We will obtain an understanding of the Bond Fund and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Bond Fund’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The *2022-23 Guide for Annual Audits of California Local Education Agencies and State Compliance Reporting* (the Audit Guide) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with state statutes, regulations, and the terms and conditions of state awards identified in the Audit Guide which are applicable to the Bond Fund based on materiality levels identified in the Audit Guide. For the programs applicable to the Bond Fund, we will perform the procedures identified in the Audit Guide and report noncompliance in accordance with direction provided in the Audit Guide. The purpose of these procedures will be to express an opinion on the Bond Fund’s performance with requirements applicable to Proposition 39.

Other Services

We will also assist in preparing the financial statements, and the related notes of the Bond Fund in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to those previously identified and previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements, Single Audit, and State Compliance Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for:

1. Designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met;
2. Following laws and regulations;

3. Ensuring that there is reasonable assurance that government programs are administered in compliance and with compliance requirements; and,
4. Ensuring that management and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside general and subsidiary ledgers). You are also responsible for providing us with:

1. Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters;
2. Access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and in accordance with the Audit Guide;
3. Additional information that we may request for the purpose of the audit; and
4. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect of the financial statements. Your responsibilities include informing us of your knowledge and of any allegations of fraud or suspected fraud affecting the School District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the School District complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reporting audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for review upon our scheduled interim field work dates.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that:

1. You are responsible for the presentation of the supplementary information in accordance with GAAP;
2. You believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP;
3. The methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and
4. You have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the school district; however, management is responsible for the distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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Aubrey Mann, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit upon the signing of this engagement letter and will schedule dates for field work accordingly.

Our fee for these services are expected to be \$5,100. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. Upon completion of the audit report and submission to the California State Controller's Office progress billings will be brought to 90% of the contracted amount. The final 10% of the contracted amount will be billed, and is due, upon receipt of the California State Controller's Office certification letter. In accordance with firm policies, work may be suspended if your account becomes 30 days past due and may not be resumed until your account is paid in full. Additionally, an audit report will not be issued for the year ended June 30, 2023 if 100% of prior audit fees have not been paid in full inclusive of the final 10% billed upon receipt of the California State Controller's Office certification letter for the prior period. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended at our standard hourly rates and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. The following are examples of unexpected circumstances that could result in additional fees:

- Significant changes in internal control systems
- Deterioration in the quality of your accounting records during the current year engagement in comparison to the prior year engagement
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Significant delays in responding to our requests for information or supporting documents
- Schedule disruption caused by litigation, financial challenges, lone covenants, etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Lack of availability of your personnel during audit fieldwork

Reporting

We will issue written reports upon completion of our Audit. Our reports will be addressed to the Citizen’s Oversight Committee – Measure U and Management of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Bond Fund and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Wilkinson Hadley King & Co. LLP

Response:

This letter correctly sets forth the understanding of San Ysidro School District Measure U Bond Fund.

Management Signature: _____

Title: Superintendent

Date: _____

Approved by Governance at a Public Meeting on: Ratified 10-12-23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Ocean View Hills/Willow Elementary Informational
Erika Meza, Principal Action
Maria C. Rodriguez, Principal

AGENDA ITEM: LICENSE AGREEMENTS WITH IMAGINE LEARNING, LLC FOR OCEAN VIEW HILLS AND WILLOW ELEMENTARY SCHOOLS

BACKGROUND INFORMATION:

Imagine Learning was developed to engage students in an award-winning language and literacy software program that features interactive activities, videos, and games that are research-based, instructionally differentiated, and incredibly fun to use. Imagine Learning provides strategic first-language support in 15 languages to facilitate and enhance English language learning. As students become more proficient in English, this language support gradually fades, preparing students for English-only environments.

The Principals at Ocean View Hills and Willow Elementary want to continue with the use of Imagine Learning supplemental resources to support the educational needs of the struggling students as specified in the Single Plan for Student Achievement (SPSA).

The term of this agreement is for one year and includes the following site licenses:

- Imagine Language and Literacy

Cost implications include: \$22,125.00 for Ocean View and \$20,000.00 for Willow.

RECOMMENDATION:

Approve/Ratify the license agreements with Imagine Learning, LLC for supplemental resources for students at Ocean View Hills and Willow Elementary Schools during the 2023-24 school year at the total cost of \$42,125.00 from the Title I site funds.

LCAP GOAL AND ACTION/SERVICE

Goal 1: Student Achievement, Action 1.13: 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 #

\$42,125.00

(Amount)

Title I Site Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 6/29/2023
Quote No. 306656
Acct. No. 03:sa:CA:12205510
Total \$20,000.00
Pricing Expires 7/31/2024

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

Payment Schedule	Contract Start	Contract End
	8/1/2023	7/31/2024

Site	Description	Comment	End Date	Qty	Amount
1.	Willow Elementary School				
	Imagine Language & Literacy Site License		07/31/2024	1	\$20,000.00

Subtotal \$20,000.00
Total \$20,000.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

San Ysidro School District

Imagine Learning Representative

Signature: _____
Print Name: Gina A. Potter, Ed.D.
Title: Superintendent
Date: _____

Nicole McEnaney
Account Executive- Southern California
TEL 480-329-4842
EMAIL Nicole.McEnaney@Edgenuity.com

Board approved: _____

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



8860 E. Chaparral Rd
 Suite 100
 Scottsdale, AZ 85250
 877-725-4257

Price Quote

Date 6/29/2023
Quote No. 306661
Acct. No. 03:sa:CA:12205510
Total \$22,125.00
Pricing Expires 7/31/2024

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

Payment Schedule	Contract Start	Contract End
	9/1/2023	7/31/2024

Site	Description	Comment	End Date	Qty
1.	Ocean View Hills School			
	Imagine Language & Literacy Site License		07/31/2024	1
	Professional Development Webinar Training		07/31/2024	2

Subtotal \$22,125.00
Total \$22,125.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>. may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Imagine Learning Representative
 Nicole McEnaney
 Account Executive- Southern California
 TEL 480-329-4842
 EMAIL Nicole.McEnaney@Edgenulty.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



**IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES**

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

- 1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.
- 1.2 "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.
- 1.3 "Confidential Information" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.
- 1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.
- 1.5 "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.
- 1.6 "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.
- 1.7 "De-identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.
- 1.8 "Documentation" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.



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- 1.9 "Instructional Services" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.
 - 1.10 "Price Quote for Services" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.
 - 1.11 "Professional Development" means all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.
 - 1.12 "Services" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.
 - 1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.
- 2. PROVISION OF SERVICES**
- 2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).
 - 2.2 **Support Services.** Company will provide Customer with the support services described at <http://help.imaginelearning.com/hc/en-us>.
 - 2.3 **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.
- 3. INTELLECTUAL PROPERTY**
- 3.1 **License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.
 - a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.



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- b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
- c) **Single User** - available to a single user identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.
- d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

- e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.2 Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.3 Ownership. Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30)



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days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal, state or local funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency, if funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely for the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

6.4 Customer Responsibility for Access, Content and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.



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7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9. CONFIDENTIALITY; PRIVACY

9.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2 Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains



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additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at <https://www.imaginelearning.com/privacy> ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3 Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4 Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

9.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1 By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims and actions described in this Section 10.1.

10.2 By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation



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its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users. (b) Customer's unauthorized use of Services hereunder; and/or (c) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11, 3, 12 and 13 will survive the expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE. If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

13. MISCELLANEOUS.

13.1 Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

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13.2 Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3 No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4 Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5 Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6 Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7 Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8 Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9 No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

CUSTOMER:	IMAGINE LEARNING LLC
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250



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Addendum for Instructional Services and Professional Development

1. APPLICABILITY. These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.

2. CUSTOMER LIAISON. Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.

3. HOURS OF AVAILABILITY. Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. NO GUARANTEE OF OUTCOMES. Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. INSTRUCTIONAL SERVICES. If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.

a. Instructor Requirements. Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.

b. Exceptional Student Services. If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

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c. State Testing. Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

d. Reporting and Withdrawal of Students/End Users. Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. PROFESSIONAL DEVELOPMENT SERVICES. If included in the Quote, Company may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.

a. Charges for PD Services. Before delivering Professional Development Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development Services will be available for use by Customer only during the Term of the Subscription.

b. Use of Customer's Facilities. If Company will be providing any PD Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.

c. Forfeiture & Cancellation of PD Services. Professional Development services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development services are changed or cancelled less than 48 hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development Services.

7. NO UNAUTHORIZED RECORDING OR REPRODUCTION. All content delivered by Company as part of Instructional or PD Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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 SUN DIEGO CHARTER CO. AGREEMENT

BACKGROUND INFORMATION:

Although the District maintains a bus fleet for home-to-school transportation, the needs for extracurricular student transportation far exceed what the District's fleet can provide, both in number and type of equipment needed. Therefore, the District desires to contract with one or more contractors for student charter bus services to be provided by privately owned carriers for student travel as needed. Successful contractors will be required to supply School Bus and Charter Bus equipment and drivers that meet all State and District requirements.

On March 10, 2022, the Board awarded RFP No. 21/22-006 to and approved the agreement with Sureride Charter, Inc. dba Sun Diego Charter Co. to provide student charter bus transportation services for extracurricular field trips and transportation needs.

Amendment No. 1 is to extend the term of the agreement to FY 2023-24 (March). (Extension: Year 1 of 4). All other terms and conditions will remain the same. 2023-24 Rates are attached.

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the Sureride Charter, Inc. dba Sun Diego Charter Co. agreement to provide student charter bus transportation services for extracurricular field trips and transportation needs during fiscal year 2023-24.

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 #

As needed
(Amount)

Transportation Department
(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 Agreement between San Ysidro School District (District) and Sureride Charter, Inc. dba Sun Diego Charter Co. was entered on March 11, 2022, to provide student charter bus transportation services.

Amendment No. 1 - The following sections are being amended.

- SECTION NO. 5 Contract Extension:

The District has the right to extend this contract for up to four subsequent one-year periods beginning the day after the end of the initial term. The Term of the agreement will be extended to Fiscal Year 2023-2024 on an “as needed” basis. (Extensions Year 1 of 4)

All other Terms and Conditions of the Agreement remain the same.

The District and Sureride Charter, Inc. dba Sun Diego Charter Co., 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.

Sun Diego Charter Co.

 Firm Name

San Ysidro School District

 Firm Name

 Signature of Authorized Agent

 Signature

 Print Name, Title

Gina A. Potter, Ed.D., Superintendent

 Print Name, Title

 Date:

 Date

 Board Approved



San Ysidro

School District **EST - 1887**

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

Item No.	52 - 84 Maximum Passenger Coach Bus Service	Pre Trip Rate Per Bus
1	Flat Rate for up to 2 Hours (San Diego County)	\$ \$750.00
2	Flat Rate for 2-6 Hours (San Diego County)	\$ \$900.00
3	Flat Rate for 6-12 Hours (San Diego County)	\$ \$1500.00
4	Flat Rate for 6-12 Hours (Orange and Riverside County)	\$ \$1700.00
5	Flat Rate for 6-12 Hours (LA County)	\$ \$1900.00
6	Flat Rate for 6-12 Hours (Ventura County)	\$ \$2400.00
7	Flat Rate for 12-16 Hours (San Diego County)	\$ \$2000.00
8	Flat Rate for 12-16 Hours (Orange and Riverside Counties)	\$ \$2200.00
9	Flat Rate for 12-16 Hours (LA County)	\$ \$2350.00
10	Flat Rate for 12-16 Hour (Ventura County)	\$ \$2500.00

Submitted by:

Sureride Charter, Inc. DBA Sun Diego Charter Co.

Legal Name of Company or Corporation


Signature of Company's Authorized Agent

Joe Magnano

Type or Print Agent's Name

Business Development Manager

Title

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Human Resources
Glenn Heath,
Interim Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH LOS ANGELES PACIFIC UNIVERSITY

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with the Los Angeles Pacific University in order for the district to provide a program of educational fieldwork experiences, student teaching, and intern teaching. available to the university's candidates at the District's facilities.

This term of this Agreement shall commence on October 1, 2023 and terminate on September 30, 2028.

RECOMMENDATION:

Approve/Ratify the agreement with the Los Angeles Pacific University for educational fieldwork experiences.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Los Angeles Pacific University**, hereinafter called the **UNIVERSITY** and **San Ysidro School District** hereinafter called the **DISTRICT**:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully-accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the university's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **October 1, 2023** and terminate on **September 30, 2028**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-6 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-6 setting at any time.
3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.
4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or Email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

5. Insurance.

- a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.
- b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and candidates. The University shall maintain Sexual Abuse and Molestation insurance coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate per occurrence. District shall be named as additional insured and provide the additional insured endorsements.
- c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.
- d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:
 - i. Candidates Participating in Unpaid K-6 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-6 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.
 - ii. Candidates Participating in Unpaid K-6 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.
 - iii. Candidates Participating in Paid K-6 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such

candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. Confidentiality.

- a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.
- b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.
8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.
9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. Indemnification.

- a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.
- b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. Scope of Work.

TEACHER EDUCATION FIELD EXPERIENCE

“Field Experience” as used herein refers to brief (eight week) periods in which a candidate, enrolled in field experience embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom host teachers. With the guidance of the classroom host teacher, the candidate may participate in small group instructional activities. With the guidance of the classroom host teacher, the candidate may participate in formal assessments to individual K-6 students and/or small groups of students during their field experience. The candidate may be required to observe in a variety of settings to meet course expectations and will document 10 hours of field experience per each field experience embedded course. Field Experience is not commensurate with Student Teaching.

Field Experience is to be completed under the direct supervision of a host teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-6 teaching experience. It is the expectation that the classroom where candidates complete field experience will consist of K-6 students and include students who are English learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. At the conclusion of the Field Experience, the host teacher(s) will be asked to complete a short verification form to verify the candidate's field experience.

The University will ensure candidates who participate in field experience have met the requirements of (a) California Basic Skills requirement (BSR), (b) possessing a valid certificate of clearance or other valid CTC document, and (c) current enrollment in a field experience embedded course. The University will provide support to the candidate through the direction and discussion provided within the field experience embedded course. Assignments directly related to the candidate's field experience, in the form of reflection logs and written assignments, will be required and evaluated by the course instructor. (d) DOJ/FBI fingerprint clearance will be at the University/Student expense. (e) Student will be required to provide a negative TB test.

TEACHER EDUCATION STUDENT TEACHING

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area K-6 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the supervising teacher not have additional district or school-based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for candidates who are assigned by the University to student teaching. Classrooms, where candidates complete student teaching, must include K-6 students who are English learners, on an IEP, 504 Plan, students who qualify for GATE, and/or students from an underserved group. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of the candidate and district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student-teacher placement in locations where the candidate is able to video record his/her teaching with K-6 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires candidates to affirm that they have followed all applicable video policies of the District for the CalTPA task requiring a video.

The District recognizes the importance of facilitating placements that allow teacher candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the teacher candidate may use video capturing to record their classroom instruction and submit it online for review as part of the university mentor observation and formative feedback process.

The District may, for good cause, refuse to accept any candidate of the University assigned to student teaching in the District. Upon request of the District, made for good cause, the University shall terminate the student teaching assignment of any candidate of the University.

The University will ensure candidates who participate in student teaching have satisfied the additional requirements of (a) meeting the California Basic Skills requirement (BSR), (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the student teaching assignment. (f) DOJ/FBI fingerprint clearance will be at the University/Student expense

"Full-time student teaching" is an assignment for the regular school day (at least seven hours) including all duties normally performed by a teacher. The student teaching semester is to align with the school of placement.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for the full semester according to the district calendar for students. Candidates have the option to request the semester be split in half between two placements: half in a primary (K-3) classroom and half in an upper grade (4-6) classroom. For this, the University will pay the District a Master Teacher Stipend for performance by the District of all services required at a rate of one hundred dollars (\$100) for each half semester.

An assignment of a candidate of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for one semester; a fall semester to be approximately middle/end of August to December and a spring semester to be approximately the beginning of January to the beginning/middle of June.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

“Intern teaching” as used herein and elsewhere in this agreement means active participation

in a teacher internship program pursuant to California Education Code Section 44450 whereby University candidates may be placed as Intern teachers in District Schools. An Intern candidate is authorized to assume the functions authorized by the appropriate Multiple Subject Credential. The Intern candidate's services meet the instructional needs of the participating district. The Intern candidate does not displace other certificated employees in the participating district, and this agreement meets the District's contractual specifications with certificated employees.

The District will assign each Intern candidate a certified mentor/support provider who will be responsible for overseeing and offering support to the Intern candidate throughout the internship teaching year. The District agrees to provide the University with the name of the mentor/support provider for each term. The certified mentor/support provider must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to a candidate who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including the identification of protected time for district-provided support providers to work with the Intern candidates within the school day to deliver the appropriate support/mentoring and supervision to the candidate and an evaluation of the site support that is provided.

The University will ensure candidates in the Internship Program hold a Baccalaureate degree or higher from an organization recognized by the U.S. Department of Education and the Council for Higher Education Accreditation and have satisfied the additional requirements of (a) California Basic Skills requirement (BSR), (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have completed the required Pre-service Training.

The University will assign a University supervisor to support the intern who will work cooperatively with the district personnel designated above. The University supervisor will confer with both the site administrator and the mentor/support provider for the intern. The University supervisor will have the following minimum qualifications (a) have current knowledge in the content area of the candidate; (b) have the ability to model best professional practices in teaching, learning, scholarship, and service; (c) have knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the

Intern candidate, which will include an annual evaluation. For Intern candidates teaching in inclusive kindergarten through 6th-grade settings, the Professional Development Plan must include instruction during the first semester of service which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available a description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern candidate each school year. Intern candidates without EL authorization are required to receive 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision in the form of content-specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern candidate observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision in the form of field mentors, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for the documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English learner authorization. The participating district will identify an individual who is immediately available to assist Intern candidates with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language-accessible instruction. This individual must have an EL authorization.

The University shall ensure Intern Teacher assignments take place in locations where the candidate is able to record his/her teaching with K-6 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires candidates to affirm that they have followed all applicable video policies of the District for the TPA task requiring a video.

The District recognizes the importance of facilitating placements that allow Intern candidates to complete the California Teaching Performance Assessment (CalTPA) and has necessary policies and procedures in place related to the appropriate use of video for instruction, and assessment. The District recognizes that the Intern candidate may use video capturing to record their classroom instruction and submit it online for review as part of the university mentor

observation and formative feedback process.

12. 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.

The District and the University agree to provide access to those who will be evaluating the performance of the candidate to provide knowledge on the performance of Intern candidates and any areas of needed additional support or supervision.

Los Angeles Pacific University

Signed: *Gordon Jorgenson III*
Name: Gordon A Jorgenson III
Title: Assistant Dean
Date: August 28, 2023
Los Angeles Pacific University
300 N. Lone Hill Av. Ste. 200
San Dimas, CA 91773

District

Signed: _____
Name: Gina A. Potter, Ed.D.
Title: Superintendent
Date: _____
4350 Otay Mesa Road
San Ysidro, CA 92173
Board approved/ratified:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 19, 2023

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

FROM:
Russell Little, Assistant Superintendent Informational
Educational Lead & Pupil Services Action

AGENDA ITEM: AGREEMENT WITH MARIN COUNTY OFFICE OF EDUCATION

BACKGROUND INFORMATION:

This agreement is between Marin County Office of Education acting on behalf of the California Collaborative for Educational Excellence (“CCEE”) and the San Ysidro School District to provide advice and assistance to school districts, county offices of education, and charters schools in achieving their Local Control and Accounting Plan (LCAP) goals.

CCEE’s Data Research Learning Network (“DRLN”) is an initiative developed by the CCEE to support local educational agencies, projects and programs. The intent of the DRLN is to provide initial implementation and research support through the provision of funding and designated CCEE staff assistance for the purpose of implementing a particular project program, or initiative with the ultimate goal of helping a selected local educational agency make informed systemic decisions that result in improved student outcomes.

CCEE/Administrative Agent shall assist LEA by providing funding support for activities during the term of the agreement, not to exceed \$52,000.00. Term: October 1, 2023 through June 30, 2024.

RECOMMENDATION:

Approve/Ratify the agreement with Marin County Office of Education to provide advice and assistance in achieving the LCAP goals for the 2023-2024 school year at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 1: **Student Achievement**

1.4 Data reflection sessions provide teachers and administrators the opportunity to analyze student assessment data on LEA common assessments and to monitor the academic achievement of all students including unduplicated students and students with disabilities in order to plan for differentiated instruction in support of all students.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-20224 Budget?

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



MARIN COUNTY

OFFICE OF EDUCATION

1111 Las Gallinas Avenue
P.O. Box 4925
San Rafael, CA 94913-4925

JOHN A. CARROLL
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

Phone (415) 472-4110
Fax (415) 491-6625
marincoe@marinschools.org

This **AGREEMENT** is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and the **San Ysidro Unified School District** (“LEA”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and LEA shall be referred to collectively as “Parties.”

Background

The Legislature and Governor created the CCEE to provide advice and assistance to school districts, county offices of education, and charter schools in achieving their Local Control and Accountability Plan (LCAP) goals.

CCEE’s Data Research Learning Network (“DRLN”) is an initiative developed by the CCEE to support local educational agencies’ projects, programs, or initiatives through the engagement of the local educational agency in a collaborative partnership with the CCEE as the local educational agency investigates and initially implements programs and initiatives to support student outcomes as aligned in their LCAP goals.

The DRLN is funded through the budgetary allocations as outlined in Statutes 2020, Chapter 10, Sec. 8 (AB 86), effective March 5, 2021, which have identified these funds for the CCEE for the purpose of providing support to local educational agencies to maximize positive pupil outcomes in accordance with subdivision (b) of Section 43521 of the Education Code.

The intent of the DRLN is to provide initial implementation and research support through the provision of funding and designated CCEE staff assistance for the purpose of implementing a particular project, program, or initiative, with the ultimate goal of helping a selected local educational agency make informed systemic decisions that result in improved student outcomes. The intent is not for the CCEE to fund entire local educational agency programs or to support established activities, but to support activities associated with initial program development and implementation.

By engaging in the DRLN, a selected local educational agency is entering into an agreement with CCEE to examine student-level outcomes as a result of district- or school-level activities aimed at improving student academic performance, engagement, or social-emotional well-being. Selected local educational agencies are required to enter into a contract with the CCEE, through its Administrative Agent, the Marin County Office of Education (MCOE), setting forth the particular DRLN’s specific conditions and expectations.

The Parties agree as follows:

1. Activities.

LEA has been selected to engage in the DRLN with CCEE. As part of the DRLN, LEA and CCEE shall do all of the following (“Activities”).

LEA agrees to the following Activities:

- Participate in monthly network meeting with designated CCEE staff, including 6 virtual meetings and one in-person meeting (i.e. November 2023 California Educational Research Association conference)
- Participate in monthly project-check-ins with designated CCEE staff based on the duration and focus of the project/proposal
- Participate in monthly reporting of project progress towards final outcomes/deliverables during monthly project-check-ins and/or network meetings
- Respond to all research inquiries pertaining to the DRLN, in consultation with CCEE, regarding the work within the scope of the DRLN, including, but not limited to, completing all survey and reflection documents, and working with individuals and entities involved in the work to secure their participation
- Contribute to the development of a final report documenting the activities undertaken under the agreement, and progress towards final outcomes as proposed in the LEA’s initial project proposal
- Acknowledge and affirm that it is solely responsible for ensuring compliance with any and all applicable legal requirements related to the Activities set forth herein
- Share relevant data pursuant to Section 11 of this Agreement, to measure progress and outcomes as specified in the approved DRLN application/problem statement, included below from DRLN Action Plan:

Project Goal(s)	Mid-Year Measurable Outcome(s):	End-of-Year Outcome(s):
<p>Goal One Create a Common Data Review Session Protocol integrating the four Data Programs.</p>	<p>By January 2024 we will note a 30% increase in User Statistics for these platforms. The information learned from them will help inform instructional decisions. Teacher Surveys and user statistics will indicate that they are able to</p> <ul style="list-style-type: none"> • Produce results from each common assessment utilizing the Illuminate Program • Access the MTSS “Tier” level of the Universal Screener • Administer and engage in progress monitoring of the MAPS Reading Fluency Program • Access ELPAC scores and Progress Monitoring from Elevation 	<p>By June 2024, we will see an 80% increase in User Statistics for these platforms. The information from them will help inform instructional decisions. End of Teacher Surveys/User statistics will confirm that there is an 80% increase in User Statistics for these programs.</p>

	<ul style="list-style-type: none"> Identify students at risk for chronic Absenteeism 	
<p>Goal Two Use the DRS digitized protocol to measure student levels after each unit of instruction.</p>	<p>By January 2024, we will note a 30% increase in the number of staff who are able to use the integrated DRS level to create a student data profile to be shared in the DRS Protocol.</p> <p>Metrics:</p> <ol style="list-style-type: none"> Teacher response to survey Teacher response to empathy interviews DRS deliverable–final product 	<p>By June 2024, we will note a 80% in the number of staff who are able to use the integrated programs so that they can create learning paths for all students</p>

CCEE agrees to the following Activities:

- Provide funding as set forth in Paragraph 3 of this Agreement, for the implementation of the particular LEA project, program, or initiative as described above.
- Provide initial implementation and research support through the provision of designated CCEE staff assistance.

2. Term.

The term of this Agreement shall commence October 1, 2023 and shall continue through June 30, 2024 (the “Agreement Term”). While LEA proposed a multi-year project for the DRLN, due to the year-to-year nature of the CCEE’s funding, the Administrative Agent/CCEE may only enter into contracts for a single fiscal year, with any extension of the DRLN at CCEE/MCOE’s exclusive option. Therefore, this Agreement is only for the present fiscal year (2023-2024), and the continuation of the DRLN is contingent on the particular program/project/initiative, with Parties entering into an agreement for each subsequent fiscal year.

3. Payment.

CCEE/Administrative Agent shall assist LEA by providing funding support for Activities for the Term of the Agreement, not to exceed **\$52,000**. LEA will be responsible for any costs related to Activities beyond this sum and for any costs related to Activities beyond the Term of this Agreement.

Invoicing and Payment Schedule

CCEE agrees to provide the funding indicated above on a deliverables basis. LEA may invoice the Administrative Agent for actual costs of Activities incurred by LEA on a quarterly basis. Invoices must be submitted no later than 30 days after the last day of the month/quarter in which the actual costs were incurred. The final invoice must be submitted within 30 calendar days after the termination date of this Agreement and must be marked “FINAL” by LEA. No payments will be made to LEA after this period. Total payments to LEA under this Agreement shall not exceed **\$52,000**.

LEA shall support each invoice with information on Activities set forth in Section 1 of this Agreement. Each invoice with supporting documentation must be submitted to the CCEE via email at ap_ccee@ccee-

ca.org. LEA shall provide any additional documentation requested by, and deemed necessary by the Administrative Agent, to support an invoice. LEA hereby recognizes that payment pursuant to this Agreement is contingent on providing the required invoice information and therefore, payment may be delayed if LEA fails or refuses to provide any information required by this Section or otherwise requested by the Administrative Agent as set forth herein.

4. Governing Law.

This Agreement is made and entered into in the County of Marin, State of California. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding any statute that directs application of the laws of another jurisdiction.

5. Insurance.

All Parties hereto shall maintain in full force General Liability Insurance with limits of no less than \$2,000,000 per occurrence. All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury, and contractual liability coverage for the performance by the covered Party of its respective obligations pursuant to the hold harmless, indemnity, and defense provisions set forth in this Agreement. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request of either Party.

6. Hold Harmless.

Administrative Agent/CCEE shall indemnify, defend and hold harmless LEA, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage, or claims for injury or damages arising out of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

LEA shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA.

7. Termination.

This Agreement may be terminated by either party upon 30 days' prior written notice to the other party stating the effective date of termination.

8. Force Majeure.

No Party shall be liable to the other for delays or failures in performance under this Agreement for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes (of a third-party), civil disorder, curtailment of transportation facilities, infectious disease outbreak, or similar occurrence beyond the Party's control, making it impossible, illegal, or commercially impracticable for one or any Party to perform its obligations under this Agreement, in whole or in part.

9. Notices.

Any notice given to any Party under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the other Party/Parties or email service at the email address(es) listed below, (except for any legal action initiated pursuant to Section 14 below, which will require legal service in accordance with the California Code of Civil Procedure). Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE.

LEA:

San Ysidro School District
Attn: Russell Little, Assistant Superintendent of Educational Leadership and Pupil Services
4350 Otay Mesa Road
San Ysidro, CA 92173
russell.little@sysdschools.org

CCEE:

California Collaborative for Educational Excellence
Attn: Fiscal Coordinator
1029 J Street, Suite 450
Sacramento, CA 95814
ap_ccee@ccee-ca.org

Administrative Agent:

Marin County Office of Education
c/o Ilishwara Ryaru
1111 Las Gallinas Avenue
San Rafael, CA 94903
iryaru@marinschools.org

10. LEA's Records.

LEA agrees to maintain and make available to Administrative Agent/CCEE accurate books and records relative to all its Activities under this Agreement. LEA shall permit Administrative Agent/CCEE to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Agreement. LEA shall maintain such data and records in an accessible location and condition for a period of not less than two years from the end of the Agreement Term as set forth in Section 2 above (the "Maintenance Period") and shall grant Administrative Agent/CCEE access to the records throughout this Maintenance Period.

11. Data.

As set forth herein, this Agreement constitutes the Parties agreement with respect to the DRLN. During this DRLN, CCEE may request access to student related data from LEA to complete the Activities contemplated above in Section 1. Such student data may include: 1) Personally Identifiable Information ("PII"), generally defined as information that, alone or in combination, personally identifies an individual student or the student's parent(s)/legal guardian(s) and/or family, and/or 2) Aggregate Student Information ("ASI") which is generally defined as student related information that is not associated with a specific student but instead provides general cumulative student information. The Parties shall work together to determine the specific data CCEE needs to complete the Activities. In the event CCEE determines it requires access to PII to complete the Activities, the Parties shall determine if it is possible

to "De-Identify" the PII in a way that will allow CCEE to complete the Activities. De-Identification refers to the process by which the LEA removes or obscures certain information in the data to dissociate the data from the specific student, such as replacing the student's name with a general identifier such as "Student A," through which the particular student cannot be identified. In the event CCEE determines that it must have access to PII and De-Identification is either impossible or impractical (because of excessive cost or time) or would otherwise negatively impact the Parties' completion of the DRLN, LEA shall grant CCEE access to PII in a way that will allow CCEE to complete the Activities while minimizing the risk of unauthorized disclosure or public release of the PII. For example, the Parties may agree to limit access of PII to specific individuals and/or establish a process by which CCEE staff only has access to PII during limited times or at specific locations. Notwithstanding the process set forth herein, LEA hereby commits to provide any and all PII and ASI requested by CCEE as deemed necessary by CCEE to complete the Activities.

12. Conflict of Interest.

LEA covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with its performance under this Agreement.

The Parties to this Agreement have read and are aware of the provisions of Section 1090 and following and Section 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. LEA represents that it is aware of no financial or economic interest of any CCEE or LEA Governing Board Member or employee of CCEE or LEA relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, Administrative Agent/CCEE may immediately terminate this Agreement by giving written notice to LEA. LEA shall comply with the terms of Government Code Section 87100 and following during the term of this Agreement. LEA shall comply with any applicable requirements of the CCEE's Conflict of Interest Code and/or the LEA's Conflict of Interest Code, including the filing of a Form 700 Statement of Economic Interests.

13. Nondiscrimination.

Neither LEA, nor any officer, agent, employee, or subcontractor of LEA shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Agreement. To the extent they shall be found to be applicable hereto, LEA and any officer, agent, employee, or subcontractor of LEA shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

14. Compliance with Law.

In the course of performing this Agreement, LEA shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted. Any legal action

related to the satisfaction, performance, or interpretation of this Agreement shall be filed only in the Superior Court of Marin County, and the Parties waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the Party seeking legal remedy shall submit written notice to the other Party describing the issue and requesting an informal meeting to discuss the issue. The Parties shall then meet in good faith (either in person or via teleconference) to discuss the issue and determine if an informal resolution can be reached. If no resolution is reached after this informal discussion, the Parties shall identify a mutually acceptable mediator to conduct a mediation session to determine if a resolution can be reached through mediation, with each Party to bear its own costs of mediation and the costs of the mediator to be evenly divided among the Parties. If the mediation does not resolve the issue, the Parties may initiate litigation as set forth above. Unless the dispute is material to the services of terms of this Agreement, the Parties shall continue to comply with all obligations of this Agreement throughout this mediation process unless and until legal action is filed in court.

15. Entire Agreement/Amendment.

This Agreement, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this Agreement between the Parties pertaining to the subject matter of this Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The provisions of this Agreement may be modified only by mutual agreement of the Parties. No modification shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought.

16. Counterparts and Electronic Services.

This Agreement may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all Parties had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

17. Construction.

The Parties acknowledge that each Party has reviewed this Agreement and agrees that any rules of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in any interpretation of this Agreement or any amendments, attachments or appendices hereto; rather the Agreement shall be interpreted as if each Party contributed equally in the drafting and construction of all of the language and each of the terms herein.

18. Authority to Enter into Agreement.

The Parties warrant that they each have the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and have taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

In WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: lishwara Ryaru, Assistant Superintendent – CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Matthew Navo, Executive Director

Signature: _____ Date: _____

Printed Name and Title: Sujie Shin, Deputy Executive Director

Address: 1029 J Street, Suite 450

City: Sacramento State: CA Zip Code: 95814

San Ysidro School District

LEA

Signature: _____ Date: _____

Printed Name and Title: Gina A. Potter, Ed.D., Superintendent

Address: 4350 Otay Mesa Road

City: San Ysidro State: CA Zip Code: 92173

Board approved: 10-19-23