San Ysidro School District
Governing Board

AGENDA

Thursday
April 14, 2022
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.

San Ysidro Middle School
Multicultural Complex
4345 Otay Mesa Road
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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, MARCH 10, 2022
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, March 10, 2022, and conducted its business meeting at **Smythe School - Auditorium, 1880 Smythe Ave, San Ysidro, CA 92173.** Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President R. Lopez Time: 5:00 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mr. Rudy Lopez, Board President
Mrs. Rosaleah Pallasigue, Board Vice-President - *Absent due to a loss in her family.*
Mrs. Irene Lopez, Board Clerk
Mr. Humberto Gurmilan, Member
Mr. Antonio Martinez, Member

3. AGENDA
The Board approved the agenda with the following correction:
1) Pulled Consent Calendar Item 14C.1 - Employment of Assistant Principal.

Motion: Martinez Second: Gurmilan Vote: 4-0

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

There were no public comments.

Board Clerk I. Lopez made the motion to recess to Closed Session, seconded by Board Member Martinez. The vote was 4-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:02 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 1

5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. San Ysidro School District, et. al.
Case No. 37-2017-00048800-CU-MC-CTL

5.3 GOVERNMENT CODE SECTION 54957 (Heath)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.4 GOVERNMENT CODE SECTION 54957.6 (Heath)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Glenn Heath, Sub Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:00 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: President R. Lopez Time: 6:00 p.m.

7. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mr. Rudy Lopez, Board President
Mrs. Rosaleah Pallasigue, Board Vice-President - *Absent due to a loss in her family.*
Mrs. Irene Lopez, Board Clerk
Mr. Humberto Gurmilan, Member
Mr. Antonio Martinez, Member

8. FLAG SALUTE by Isabella Lamas, Smythe School Student

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Farkas)
9.1 Willow Elementary 6th Grade Teacher Elizabeth Gomez - Presented by Willow School Principal Maria Connie Rodriguez
9.2 Willow Elementary 6th Grade Student Esteban Servin (Top Achiever in the State of California Award for Achieve 3000) - Presented by Willow School Principal Maria Connie Rodriguez
9.3 Temporary Certificated Management/Administrative Support, Manuela Colom - Presented by Assistant Superintendent of Educational Leadership, Pupil Services and Safety Dr. David Farkas
9.4 Assistant Superintendent of Educational Leadership, Pupil Services and Safety Dr. David Farkas (COVID Leadership) - Presented by Superintendent Dr. Gina Potter

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

Karla Montanez, CSEA Employee, Commented: 1) We have dealt with emotional, health related situations and financial inconveniences with the pandemic. Everything has gone up in price. 2) We support teachers, principals and go above and beyond and never say no. 3) Asked the board to care about CSEA employees and their families just like CSEA cares for the students.

Lucero Gomez, CSEA Employee, Commented: 1) She has worked for the district since 2001. 2) She is the head of household and lost her second job during the pandemic. It's hard to make all her payments. The economy is in a crisis. 3) Employees love their jobs and support the district. They care about the education of the students and care about the community. 4) Asked the board for their support for a fair raise.

Yolanda Olzewski on behalf of Yesenia Villasenor, CSEA Employee, Commented: 1) The pandemic changed her life. She lost her husband, has three children and lives from paycheck to paycheck. 2) A one percent raise will not help. The cost of living keeps on increasing. 3) When making a decision, please consider that not everyone owns their house and has someone to help them. All jobs are important and we all deserve a just salary.

Claudia Meza, CSEA Employee, Commented: 1) She is a single parent and is going through hard times. 2) The economic situation is difficult. Her rent increased and her salary is not enough. 3) Both her and her daughter are in college and doesn't want to see her daughter's dreams affected because of the economy. 4) She has no family here and no one to support her. 5) Appreciates the board's attention and support.

Margarita Meza, CSEA Employee, Commented: 1) Despite having worked for the district for a little over fifteen years, and being in one of the higher classified positions than her coworkers, she lives paycheck to paycheck and it's impossible. 2) She pays high healthcare premiums and helps her son with university expenses besides other necessary expenses. A one percent salary increase is not enough for classified workers. Your employees shouldn't have to live paycheck to paycheck. 3) Asked the board to touch their hearts. The struggle is real and one percent isn't enough.

Juan Morales, Parent, Commented: 1) We can't move forward unless we all move together. 2) COVID is gone. 3) Let's move together and drop the masks. 4) Shared a statement from another school district regarding mask choice for students. It can be done. Let parents make their own choices. 5) There are more things to worry about than masks. His kids need help. Let's shoot for the stars with academics.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Martinez, Commented: 1) Thanked Principal Little for hosting the board meeting. 2) Appreciates CSEA for coming to the board and speaking. He has faith that we will get this resolved. 3) He knows living month to month is not easy and has CSEA in his heart.

Board Member Gurmilan, Commented: 1) Thanked Principal Little for hosting the board meeting. 2) Met with South Bay boards, superintendents, union leaders and California School Board Association representatives to discuss legislation. We primarily talked about school finance and will send a letter of support to the state level. This would help our students and our labor groups. 3) We want to focus on our students and their education. We know that our classified employees, teachers and administrators have gone beyond their duties and we need support from the state. 4) Thanked CSEA for coming with an open heart. Appreciates the sincere message and understands what you are going through. 5) We've gone through amazing things together and we will get through this together.

Board Clerk Lopez, Commented: 1) Thanked Principal Little for hosting the board meeting. 2) Children that returned to school are suffering mentally, physically, socially and can't be educated until we give them the services they need. We need to invest in counselors, social workers and psychologists at each school, especially at the elementary level. 3) Our community was hit hard with COVID. Thanked Dr. Farkas for bringing help. 4) Thanked CSEA for coming. She understands and respects CSEA. We need to do something good for everyone. Let's sit down and work together. 5) Thanked everyone for their support and for believing in our community.

Board President R. Lopez, Commented: 1) Thanked the speakers. 2) Thanked Mr. Gurmilan for attending the Legislative Meeting. 3) He will be a legislative advocate for San Ysidro at the state and federal level. He will do what he can to bring more resources and to get us more attention.

Superintendent Potter, Commented: 1) Thanked Principal Little and Smythe for hosting the board meeting. 2) Thanked staff for all their hard work for open houses, parent conferences and report cards. 3) Thanked CSEA members for speaking from their heart and for their hard work, particularly, during the pandemic. We value you and are listening to your words. 4) Thanked Mr. Morales. Appreciates his comments from the heart as a father.

12. CONFERENCE SESSION

Reports/Presentations

12.1 2021-22 Second Interim Financial Report - Presented by Chief Business Official, Marilyn Adrianzen

12.2 Long Range Master Facilities Implementation Plan Revisions - Presented by Director of Maintenance Operations, Transportation and Facilities, Paulo Azevedo and Construction Project Manager, Tom Silva

13. GENERAL ADMINISTRATION

13.1 MINUTES (Potter)

The Board approved the minutes of the Regular Board Meeting of February 10, 2022 and the minutes of the Special Board Meeting of February 24, 2022.

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

13.2 RESOLUTION NO. 21/22-0026 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361 (Potter)

The Board approved Resolution No. 21/22-0026 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

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

13.3 RESOLUTION NO. 21/22-0027 - CESAR CHAVEZ DAY (Potter)
The Board adopted Resolution No. 21/22-0027 celebrating the life, values and sacrifices of Cesar Chavez by honoring his birthday on March 31st as "Cesar Chavez Day."

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

13.4 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES - 0000 SERIES (Farkas)
The Board approved First Reading and Adoption of Revised Board Policies - 0000 series: Revised BP 0420.42 - Charter School Renewal and Revised BP 0470 - COVID-19 Mitigation Plan.

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

13.5 FIRST READING AND ADOPTION OF REVISED ADMINISTRATIVE REGULATION AND EXHIBITS - 1000 SERIES (Farkas)
The Board approved the First Reading and Adoption of Revised Administrative Regulation and Exhibits - 1000 series: Revised AR 1312.3 - Uniform Complaint Procedures, Revised Exhibit(1) 1312.3 - Uniform Complaint Procedures and Revised Exhibit(2) 1312.3 - Uniform Complaint Procedures.

Motion: Martinez Second: Gurmilan Vote: 4-0

13.6 FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION - 3000 SERIES (Adrianzen)
The Board approved First Reading and Adoption of New & Revised Board Policies and Administrative Regulation - 3000 series: Revised BP 3516.5 - Emergency Schedules and Revised AR 3515.6 - Criminal Background Check for Contractors.

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

13.7 FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION - 4000 SERIES (Heath)
The Board approved First Reading and Adoption of Revised Board Policy and Administrative Regulation - 4000 series: Revised BP 4131 - Staff Development and Revised AR 4217.3 - Layoff/Rehire.

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

13.8 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 5000 SERIES (Farkas/González)
The Board approved First Reading and Adoption of Revised Board Policies and Administrative Regulations - 5000 series: Revised AR 5125 - Student Records, Revised AR 5145.3 - Nondiscrimination/Harassment, Revised BP/AR 5148 - Child Care and Development, Revised BP/AR 5148.2 - Before/After School Programs and Revised BP/AR 5148.3 - Preschool/Early Childhood Education.

Motion: Martinez Second: Gurmilan Vote: 4-0

13.9 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES (González/Farkas)

- The Board approved First Reading and Adoption of Revised Board Policies and Administrative Regulations 6000 series: Revised BP/AR 6112 - School Day, Revised BP 6120 - Response to Instruction and Intervention, Revised BP/AR 6143 - Courses of Study, Revised BP/AR 6158 - Independent Study, Revised BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education, Revised BP/AR 6164.41 - Children with Disabilities Enrolled by their Parents in Private School, Revised BP/AR 6164.5 - Student Success Teams and Revised BP 6170.1 - Transitional Kindergarten.

Motion: Gurmilan Second: Martinez Vote: 4-0

13.10 FIRST READING AND ADOPTION OF REVISED BOARD BYLAW 9320 - MEETING AND NOTICES (Potter)

The Board approved First Reading and Adoption of Revised Board Bylaw 9320 - Meeting and Notices.

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

13.11 SECOND INTERIM FINANCIAL REPORT FOR 2021-22 FISCAL YEAR (Adrianzen)

The Board approved the 2021-22 Second Interim Financial Report.

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

13.12 AUTHORIZE AMENDMENT TO THE COVID PREVENTION PLAN (CPP) REGARDING OUTDOOR SCHOOL MASKS (Farkas)

The Board authorized shift to optional masking outdoors for students and staff beginning March 14, 2022, unless required by the state or county public health department. The district will reevaluate the indoor mask requirement in April 2022.

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

13.13 AB1200 AND TENTATIVE AGREEMENT WITH THE CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS SAN YSIDRO CHAPTER NO. 154 (Adrianzen)

The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education and approval of the Tentative Agreement with the Classified School Employees Association (CSEA) and its San Ysidro Chapter No. 154 related to Out-of-Class Compensation.

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

13.14 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION REGARDING INDEPENDENT STUDY FOR THE 2021-2022 SCHOOL YEAR (Heath)

The Board approved the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding the issues related to independent study and the COVID-19 pandemic in which the California Legislature adopted Assembly Bill 130 to expand independent study through three types of programs for the 2021-2022 school year.

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

13.15 RESOLUTION NO. 21/22-0028 – TEMPORARY CERTIFICATED EMPLOYEE RELEASE (Heath)

The Board adopted Resolution No. 21/22-0028 authorizing the District to notice individual, temporary employees of the district's intent to release at the close of the 2021-2022 school year.

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

13.16 RESOLUTION NO. 21/22-0029 – LAYOFF OF CLASSIFIED STAFF (Heath)

The Board approved Resolution No. 21/22-0029 authorizing the District to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2021-2022 school year for fiscal and budgetary reasons.

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

13.17 LONG RANGE MASTER FACILITIES IMPLEMENTATION PLAN - REVISED (Adrianzen/Azevedo)

The Board approved the revised District's Long Range Master Facilities Implementation Plan to provide the District with a roadmap that will help guide facilities decisions over the next 15 to 20 years.

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

14. CONSENT CALENDAR

The Board approved the Consent Calendar and pulled Consent Calendar Item 14C.1 from the agenda at the beginning of the meeting during the approval of the agenda.

Motion: Martinez Second: Gurmilan Vote: 4-0

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Heath)

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

14A.1 Campus Aides
14A.2 Health Clerk
14A.3 Instructional Aide
14A.4 Instructional Aides, Special Education
14A.5 Substitute Campus Security
14A.6 Substitute Child Nutrition Specialist
14A.7 Substitute Clerks

LEAVE OF ABSENCE (Heath)

The Board approved/ratified the leave of absence without pay for the following as recommended by staff:

14A.8 Instructional Aide

14B. PERSONNEL – CERTIFICATED

RESIGNATION (Heath)

The Board approved the resignation for the following as recommended by staff:

14B.1 Resource Specialists

EMPLOYMENT (Heath)

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

14B.2 Substitute Teachers
14B.3 Substitute Permit Teacher

14C. PERSONNEL – MANAGEMENT

EMPLOYMENT (Heath)
The Board approved/ratified the employment for the following as recommended by staff:

14C.1 Assistant Principal - *PULLED*

14C.2 Coordinator of Pupil Services

14D. CURRICULUM & INSTRUCTION

14D.1 RENEWAL OF FLOCABULARY LICENSES FROM NEARPOD, INC. (González/Madera)
The Board approved the purchase/renewal of Flocabulary licenses from Nearpod, Inc. for 8 special education teachers at the total cost of $1,104.00 from the Special Education fund.

14D.2 PROFESSIONAL DEVELOPMENTS - MARCH (González)
The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District during the period February 3, 2022 through February 28, 2022. 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.

14E.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of February 1, 2022 through February 28, 2022 for a total expenditure of $1,001,338.41. 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.

14E.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)
The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources or at no cost to the district.

14E.4 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $1,200.00 to help support and enrich our educational programs.

14E.5 CALIFORNIA RELEAF 2021 TREECOVERY DONATION (Adrianzen/Azevedo)
The Board approved/ratified the acceptance of the California Releaf 2021 Treecovery donation of trees and irrigation system with an estimated value of $20,000.00.

14E.6 AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES FOR THE 2021-22 SCHOOL YEAR (González/Madera/Herrera-Cevallos)
The Board approved/ratified the amendment of the Memorandum of Understanding with SBCS Corporation to extend the Mental Health Services for Vista Del Mar Middle School during school year

2021-22 at the additional cost of $45,077.00 for a new grand total of $270,077.00 from the Expanded Learning Opportunities Grant and the site Title I funds.

14E.7 AGREEMENT WITH THERAPY TRAVELERS LLC & 3 CHORDS INC. (Farkas)
The Board approved/ratified the agreement with Therapy Travelers, LLC & 3 Chords Inc. to provide a Licensed Vocational Nurse for 2021-2022 School Year at a rate not to exceed $70.00 per hour from the ESSER II fund.

14E.8 RFQ NO. 21/22-004 FOR ARCHITECTURAL AND ENGINEERING SERVICES (Adrianzen/Azevedo)
The Board awarded RFQ No. 21/22-004 to PBK and to Lord Architecture Inc. for Architectural and Engineering Services.

14E.9 RFP NO. 21/22-005 FOR E-RATE CATEGORY 2 EQUIPMENT (Adrianzen/Lewis)
The Board approved to award RFP No. 21/22-005 and approve the agreement with GigaKOM to provide the 2021-22 E-Rate Category 2 Equipment in the amount of $236,269.93 from E-rate funds.

14E.10 RFP NO. 21/22-006 FOR STUDENT CHARTER BUS TRANSPORTATION SERVICES (Farkas/Azevedo)
The Board awarded RFP No. 21/22-006 and approve the agreements with Royal Lines Charters, LLC and Sureride Charter, Inc. dba Sun Diego Charter Co. to provide student charter bus transportation services for extracurricular field trips and transportation needs.

14E.11 PURCHASE OF DELL OPTIPLEX 7490 AIO TECHNOLOGY EQUIPMENT (Adrianzen/Lewis)
The Board approved the purchase of 62 Dell OptiPlex technology equipment in the amount of $58,773.60 from the General Obligation Bond fund.

14E.12 DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD – EDUCATIONAL SERVICES (González)
The Board approved the destruction of documents related to the Educational Services Department as listed above and dated from 2011 to 2017.

Board Clerk I. Lopez made a motion to adjourn, seconded by Board Member Martinez. The vote was 4-0.

15. ADJOURNMENT Time: 7:17 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board
VIA: Gina A. Potter, Ed.D.
Superintendent

BOARD MEETING DATE: April 14, 2022
FROM:
Administration
Gina A. Potter, Ed.D., Superintendent

☐ Informational
☒ Action

AGENDA ITEM:

RESOLUTION NO. 21/22-0030 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361

BACKGROUND INFORMATION:
Executive Order N-29-20 expired Sept. 30, 2021. Legislative bodies will be required to hold public meetings in full compliance with the Brown Act, particularly Brown Act teleconferencing requirements that have been waived throughout the pandemic.

With the enactment of AB 361 signed on Sept. 16, 2021, Government Code section 54953 has been amended to provide additional flexibility for legislative bodies to meet remotely. Effective October 1, 2021, in order for a legislative body to consider the option of meeting remotely and waiving the traditional teleconference requirements found in the Brown Act, the legislative body must first determine whether an active state of emergency exists that makes meeting in-person unsafe. If a state of emergency of this nature exists, then the legislative body may hold a remote meeting if any of the following circumstances are true:

- State or local officials have imposed or recommended measures to promote social distancing; or
- The legislative body is holding a meeting to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- Any meeting thereafter the legislative body has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order for a legislative body to continue holding meetings remotely, after October 1, 2021, the state of emergency must remain active, or state or local officials continue to impose or recommend measures to promote social distancing. Furthermore, the legislative body must meet no later than 30 days following its first remote meeting held pursuant to AB 361, and no later than every 30 days thereafter, to reconsider the circumstances of the emergency and confirm, by majority vote, that either of the following circumstances exist:

- The state of emergency continues to directly impact the ability of members to meet safely in person; or
- State or local officials continue to impose or recommend social distancing measures.

A legislative body is required to place an item on their meeting agenda once every 30 days to make findings and vote on the circumstances of the emergency and/or other state or local health and safety measures to continue waiving the traditional Brown Act teleconferencing requirements.

The legislature's intent behind passing AB 361, as described in the bill itself, is "to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options."

AB 361 will expire January 1, 2024.

The following Resolutions have been approved Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361:

October 21, 2021 - Resolution No. 21/22-0017	November 18, 2021 - Resolution 21/22-0018	December 10, 2021 - Resolution No. 21/22-0021	January 27, 2022 - Regular Board Meeting - Resolution No. 2/22-0022	February 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0024	March 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0026

Resolution No. 21/22-0030 extends and continues giving the Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361 as it is required to be board approved on a monthly basis.

RECOMMENDATION:
Approve Resolution No. 21/22-0030 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

N/A (Amount)

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

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 21/22-0030

Resolution Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

> (e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:
>
> (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

> (3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:
>
> (A) The legislative body has reconsidered the circumstances of the state of emergency.
>
> (B) Any of the following circumstances exist:
>
> (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

THEREFORE, BE IT RESOLVED that the Governing Board of San Ysidro School District finds that the Governor's March 4, 2020 declaration of a state of emergency due to the COVID-19 pandemic remains active.

BE IT FURTHER RESOLVED, the Governing Board of San Ysidro School District finds that due to the state of emergency, meeting in person at Board meetings any and at all district committees that conduct meetings pursuant to the Brown Act, would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of immuno-compromised trustee(s), staff and the public.

PASSED AND ADOPTED by the following vote of the Governing Board of the San Ysidro School District, County of San Diego, State of California on April 14, 2022.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

_____

Board President, Rudy Lopez

_____

Board Vice-President, Rosaleah Pallasigue

_____

Board Clerk, Irene Lopez

_____

Member, Humberto Gurmilan

_____

Member, Antonio Martinez

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Executive Director of
Human Resources, Linda Olea

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 21/22-0034 – DAY/WEEK OF THE TEACHER

BACKGROUND INFORMATION:
Day of the Teacher is a day for honoring teachers and recognizing the lasting contributions they make to our lives. In May 2009, the United States Congress enacted a bill that created a National Day of the Teacher to be celebrated in the month of May. On California's Day of the Teacher, thousands of communities take time to honor their local educators and acknowledge the vital role teachers play in making sure every student receives a quality education.

May 8-14, 2022 has been designated as the "Week of the Teacher" and Wednesday May 11, 2022 has been selected as the San Ysidro School District "Day of the Teacher." On this day, we invite all members of the community to join in this observance by recognizing the contributions public school teachers make toward our children's success in school and in life.

RECOMMENDATION:
Adopt Resolution No. 21/22-0034 declaring the observance of Wednesday, May 11, 2022, as the San Ysidro "Day of the Teacher" and the week of May 8-14, 2022, as the "Week of the Teacher."

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 21/22-0034

RESOLUTION DECLARING THE OBSERVANCE OF WEDNESDAY, MAY 11, 2022, AS THE "DAY OF THE TEACHER" AND THE WEEK OF MAY 8-14, 2022, AS THE "WEEK OF THE TEACHER"

WHEREAS, education is the most vital activity that we as a society undertake to ensure the well-being of the nation; and

WHEREAS, teachers open children's minds to the magic of ideas, knowledge and dreams; and

WHEREAS, teachers fill many roles, as listeners, role models, motivators and mentors; and

WHEREAS, teachers deserve widespread recognition and gratitude for their performance;

WHEREAS, we are keenly aware of the importance of teachers in children reaching their full potential; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent declare the observance of Wednesday, May 11, 2022, as the San Ysidro "Day of the Teacher."

BE IT FURTHER RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent also recognize the week of May 8-14, 2022, as the "Week of the Teacher" and encourage activities to recognize and honor San Ysidro School District teachers and all certificated staff members.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 14th day of April, 2022.

_____	_____
Rudy Lopez, President	Rosaleah Pallasigue, Vice-President
_____	_____
Irene Lopez, Clerk	Humberto Gurmilan, Member
_____	_____
Antonio Martinez, Member	Gina A. Potter, Ed.D, Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Executive Director of
Human Resources, Linda Olea

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 21/22-0035 – CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK

BACKGROUND INFORMATION:
The State of California has a long standing tradition of recognizing the important contributions of classified employees and has named the third full week of May as "Classified Employee Week" to honor their valuable contributions to each school district's success.

Classified employees play an integral role in California's public schools and in particular the San Ysidro School District. In tandem with our classified employees, confidential staff also serve essential roles in supporting the responsibilities assigned to every public education entity in the State. Together, classified and confidential staff help to ensure the smooth operation of offices, the safety and maintenance of buildings and property, the safe transportation of students and the healthy nutrition and direct instruction of our students. By approving Resolution No. 21/22-0035, the District acknowledges the valuable services to the San Ysidro School District and its students by our classified and confidential employees.

RECOMMENDATION:
Adopt Resolution No. 21/22-0035 recognizing the week of May 15-21, 2022, as "Classified and Confidential School Employee Week."

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 21/22-0035

RESOLUTION DECLARING THE WEEK OF May 15-21, 2022, AS "CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK"

WHEREAS, classified and confidential school employees provide valuable services to the schools and students of the San Ysidro School District; and

WHEREAS, classified and confidential school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified and confidential school employees serve a vital role in providing for the welfare and safety of the San Ysidro School District students; and

WHEREAS, classified and confidential school employees in the San Ysidro School District strive for excellence in all areas relative to the educational community.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent hereby recognizes and wishes to honor the contributions of the classified and confidential school employees for their efforts in promoting quality education in the State of California and in the San Ysidro School District and declares the week of May 15-21, 2022, as "Classified/Confidential School Employee Week" in the San Ysidro School District.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 14th day of April, 2022.

_____	_____
Rudy Lopez, President	Rosaleah Pallasigue, Vice-President
_____	_____
Irene Lopez, Clerk	Humberto Gurmilan, Member
_____	_____
Antonio Martinez, Member	Gina A. Potter, Ed.D, Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 21/22-0031 TO AUTHORIZE THE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FISCAL YEAR 2022-23, THE CONTINUING FUNDING APPLICATION AND ALL RELATED CONTRACT DOCUMENTS FOR THE CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)

BACKGROUND INFORMATION:
Adopting a resolution is required to certify the approval of the San Ysidro Elementary School District Governing Board to enter into contract with the California State Department of Education for the purpose of providing Preschool & Child Development Programs for children three and four years of age during the fiscal year 2022-2023.

RECOMMENDATION:
Adopt Resolution No. 21/22-0031.

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	

N/A	N/A	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

RESOLUTION NO. 21/22-0031

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2022–23, the Continuing Funding Application, and all related contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of
San Ysidro Elementary School District

authorizes that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Gina A. Potter, Ed.D.	Superintendent	
Marilyn Adrianzen	Chief Business Official	

PASSED AND ADOPTED THIS 14 day of April 2022 (month, year), by the Governing Board of San Ysidro Elementary School District of San Diego County, in the State of California.

I, Irene Lopez, Clerk of the Governing Board of San Ysidro Elementary School District, of San Diego, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Governing Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

April 14, 2022
(Date)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 14, 2022

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 21/22-0032 CALSHAPE PROGRAM GRANT ACCEPTANCE AND AGREEMENT WITH CALIFORNIA ENERGY COMMISSION

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

The District is being awarded $307,002.75 which will allow for corrections to the following five district schools that qualified: Sunset, La Mirada, Smythe, and San Ysidro Middle School.

Agreement No. 21R2PA1164 term ends 24 months after the effective date (approval signature date by the CEC).

RECOMMENDATION:
Adopt Resolution No. 21/22-0032 and the agreement with the California Energy Commission for the California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program grant award acceptance of $307,002.75.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☒ Yes ☐ No	

GRANT AWARD	
$307,002.75	CalSHAPE Grant
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

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

RESOLUTION NO. 21/22-0032

Resolution of

San Ysidro Elementary School District

Name of Local Educational Agency (the LEA)

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

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

Governing Body (the Governing Body)

authorizes the LEA to apply for a grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), the Governing Body finds that the activity funded by the grant is (Please select one)

☐ not a project because _____

OR

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

OR

☐ a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the Governing Body authorizes the LEA to accept a grant up to $307,002.75 and accept all grant agreement terms and conditions.

Grant Amount Requested

BE IT FURTHER RESOLVED, that Gina A. Potter, Ed.D.,
Name of Designated LEA Official or Staff

Marilyn Adrianzen, and ----------,
Name of Designated LEA Official or Staff *Name of Designated LEA Official or Staff*

are hereby authorized and empowered to execute in the name of the LEA all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 14th day of April, 2022.
Month *Year*

Governing Body Representatives (Print Names):

Rodolfo Lopez, President	
Rosaleah Pallasigue, Vice President	
Irene Lopez, Clerk	
Humberto Gurmilan, Member	
Antonio Martinez, Member	

STATE OF CALIFORNIA
GRANT AGREEMENT
CEC-146 (Revised 3/2019)

CALIFORNIA ENERGY COMMISSION

RECIPIENT	AGREEMENT NUMBER
San Ysidro Elementary	**21R2PA1164**
ADDRESS Paulo Azevedo 4350 Otay Mesa Road San Ysidro , CA 92173	AGREEMENT TERM **Ends 24 months after Effective Date** The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

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

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

EIMBURSABLE AMOUNT
$307,002.75
Total of REIMBURSABLE AMOUNT
$307,002.75

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

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME Marilyn Adrianzen	
TITLE Contracts, Grants, and Loans Office Manager		TITLE Chief Business Official	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

EXHIBIT A
Scope of Work

San Ysidro Elementary 37683790000000 **Total Number of Sites 4**

Site Name	CDS Code
Smythe Elementary	37683796085146
La Mirada Elementary	37683796089007
Sunset Elementary	37683796093264
San Ysidro Middle	37683796098453

Smythe Elementary

Appliance/Fixture	Unit Count
Interior Faucet	36

La Mirada Elementary

Appliance/Fixture	Unit Count
Interior Faucet	49

Sunset Elementary

Appliance/Fixture	Unit Count
Interior Faucet	45

San Ysidro Middle

Appliance/Fixture	Unit Count
Automatic Ice Maker	1
Interior Faucet	109
Toilet	10
Urinal	9

EXHIBIT B
Budget

San Ysidro Elementary 37683790000000	**Total Requested Amount $307,002.75**
Site Name	**Requested Amount**
Smythe Elementary	$33,825.00
La Mirada Elementary	$45,031.50
Sunset Elementary	$36,873.50
San Ysidro Middle	$191,272.75

Smythe Elementary	
Appliance/Fixture	**Requested Amount**
Interior Faucet	$33,825.00

La Mirada Elementary	
Appliance/Fixture	**Requested Amount**
Interior Faucet	$45,031.50

Sunset Elementary	
Appliance/Fixture	**Requested Amount**
Interior Faucet	$36,873.50

San Ysidro Middle	
Appliance/Fixture	**Requested Amount**
Automatic Ice Maker	$9,915.00
Interior Faucet	$139,557.75
Toilet	$13,990.00
Urinal	$27,810.00

Total Grant Award	$307,002.75
Initial Payment	$153,501.38
Final Payment	$153,501.37

EXHIBIT C
Contacts

CalSHAPE Program Staff

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

Confidential Deliverables/Products

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

Invoices, Progress Reports and Non-Confidential Deliverables to

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

EXHIBIT C
Contacts

LEA Contact (Primary)

Name	Paulo Azevedo
Address	4350 Otay Mesa Road
City, State, Zip	San Ysidro, CA 92173
E-mail	paulo.azevedo@sysdschools.org

LEA Contact (Alternate)

Name	Marilyn Adrianzen, CBO
Address	4350 Otay Mesa Road
City, State, Zip	San Ysidro, CA 92173
E-mail	marilyn.adrianzen@sysdschools.org

LEA Contact (Alternate)

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

EXHIBIT D

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

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1. *Introduction*

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

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

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

2. *Documents Incorporated by Reference*

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

Funding Documents

a. The notice of funding availability for the project supported by this Agreement

b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

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

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

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

Federal Acquisition Regulations *(applicable to commercial organizations)*

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

Nondiscrimination

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

General Laws

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

3. *Standard of Performance*

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

4. *Due Diligence*

a. The Recipient must take timely actions that, taken collectively, move this project to completion.

b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.

c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. *Products*

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

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

b. Failure to Submit Products

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

c. Legal Statements on Products

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

LEGAL NOTICE

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

6. Amendments

a. Procedure for Requesting Extensions

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

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

b. Approval of Changes

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

7. Contracting and Procurement Procedures

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

a. Contractor's Obligations to Subcontractors

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

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

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

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

b. Flow-Down Provisions

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

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

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

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

c. Audits

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

d. Copies of Subcontracts

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

e. Conflicting Subcontract Terms

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

f. Penalties for Noncompliance

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

8. Payment of Funds

a. Timing of Payment

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

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

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

b. Reimbursable Cost Requirements

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

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

c. Payment Requests

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

d. Invoice Approval and Disputes:

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

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

e. Multiple Non-Energy Commission Funding Sources:

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

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

f. Reduced funding:

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

1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).

2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

1) Allowable Costs

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

2) Unallowable Costs

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

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

h. Final Invoice for Remaining Funds

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

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

j. Certification

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

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

9. Reserved

10. Prevailing Wage

a. Requirement

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

b. Determination of Project's Status

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

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

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

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

c. Subcontractors and Flow-down Requirements

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

d. Indemnification and Breach

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

e. Budget

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

f. Covered Trades

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

g. Questions

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

h. Certification

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

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

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

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

b. Accounting Procedures

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

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

c. Inspections, Assessment, and Studies

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

1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.

2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.

3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

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

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

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

e. Refund to the Energy Commission

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

f. Audit Cost

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

g. Match or Cost Share

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

12. Workers' Compensation Insurance

a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.

b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

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

14. Equipment

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

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

15. Stop Work

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

a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.

b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

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

b. With Cause

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

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

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

c. Without Cause

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

17. Indemnification

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

18. Reserved

19. Reserved

20. Intellectual Property

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

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

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

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

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

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

d. Intellectual Property Indemnity

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

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

21. Reserved

22. General Provisions

a. Governing Law

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

b. Independent Capacity

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

c. Assignment

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

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

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

f. Waiver

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

g. Assurances

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

h. Change in Business

1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:

   a) A change of address.

   b) A change in business name or ownership.

   c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

   d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.

   e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.

2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

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

j. Prior Dealings, Custom, or Trade Usage

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

k. Survival of Terms

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

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

23. Certifications and Compliance

a. Federal, State, and Local Laws

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

b. Nondiscrimination Statement of Compliance

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

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

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

c. Drug-Free Workplace Certification

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

1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).

2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- Any available counseling, rehabilitation, and employee assistance programs; and
- Penalties that may be imposed upon employees for drug abuse violations.

3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:

- Will receive a copy of the company's drug-free policy statement; and
- Will agree to abide by the terms of the company's statement as a condition of employment on the project.

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

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

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

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

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

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

2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

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

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

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

26. Definitions

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

- ***Equipment*** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least $5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.

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

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

- ***Invention*** means intellectual property that is patentable.

- ***Match Funds*** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- ***Materials*** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.

- ***Ownership*** means exclusive possession of all rights to property, including the right to use and transfer property.

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

- ***Project*** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
David Farkas, Assistant Superintendent
Educational Leadership, Pupil Services & Safety

☐ Informational
☒ Action

AGENDA ITEM: AMEND COVID PREVENTION PLAN (CPP) REGARDING INDOOR MASKING

BACKGROUND INFORMATION:
This amendment to the existing COVID Prevention Plan (CPP) specifies to authorize an amendment to the COVID Prevention Plan to allow for optional indoor masking effective on a select date in May 2022. This revision to CPP will be after collaboration with labor partners and in accordance with the California Department of Public Health and local health department guidelines for schools.

RECOMMENDATION:
Authorize an amendment to the COVID Prevention Plan to allow for optional indoor masking effective on a select date in May 2022. This revision to CPP will be after collaboration with labor partners and in accordance with the California Department of Public Health and local health department guidelines for schools. Current local COVID data indicates a significant reduction in COVID case rates and positivity within our school district's San Ysidro and Otay Mesa regions.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☒ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?
☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

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

COVID-19 Prevention Program (CPP)

Overview

On November 19, 2020, the California Department of Industrial Relations (DIR) Occupational Safety and Health Standards Board unanimously adopted emergency temporary regulations regarding measures that all employers, including schools and community colleges, must undertake in order to prevent the spread of COVID-19 in the workplace. On November 30, 2020, the Office of Administrative Law approved the temporary workplace safety standards, to take effect immediately.
Local educational agencies must take immediate action to ensure their policies and protocols conform with the new regulations, which supplements general and industry-specific guidance that the Division of Occupational Safety and Health (Cal/OSHA) has provided since the beginning of the COVID-19 pandemic. The standards provide limited exceptions for businesses where all employees work remotely or only one employee is employed who does not have contact with others. In addition, the District shall abide by all CalOSHA requirements as set forth in AB685.
Employers must prepare, implement, and maintain a written COVID-19 Prevention Program (CPP), in a form readily understandable for employees. To conform to new regulations as well as guidance from Cal/OSHA, San Ysidro School District has prepared the following CPP which is directly related to the SYSD COVID-19 Prevention Plan for Schools revised on August 8, 2020.

On July 12, 2021, the California Department of Public Health (CDPH) released its 2021-22 K-12 School Guidance on the heels of CDC's Guidance for COVID-19 Prevention in K-12 Schools. Building on CDC's outline of the various mitigation strategies schools should implement to stop the spread of COVID-19, CDPH's guidance addresses masking, physical distancing and quarantine directives for both vaccinated and unvaccinated students and staff who may have been exposed to COVID-19.

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Updated, January 21, 2021
REVISED, July 15, 2021

Amended, September 9, 2021
Amended, March 10, 2022

Authority and Responsibility

David Farkas, Ed.D. Assistant Superintendent of Educational Leadership, Pupil Services and Safety has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.
All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:
Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.

Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.

Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.

Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.

Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Students with COVID-19 symptoms will be provided support for continued instruction off campus until cleared to return.

Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by:
All district stakeholders including families will receive updates on testing locations and health guidance from the County Health Department periodically as needed. A summary of the guidance described in the California Department of Public Health (CDPH) July 17, reopening framework on cohort, school and district closures is provided. District and school leaders

should always consult with the Public Health Services, Epidemiology Branch before deciding to close a class, school, or district to in-person instruction.

Health Screenings for Students and Staff

The District shall ensure that all students, employees, and visitors are educated on current safety guidelines which may include checking daily for symptoms associated with COVID-19 infection prior to entering school and district grounds.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

School administrators will serve as liaisons and will work directly with the district's safety officer and HR Department.

Liaisons are responsible for responding to COVID-19 concerns. Staff can contact liaisons, Human Resources, and/or the district's safety officer, Dr. David Farkas. The liaisons are trained to coordinate with the district's safety officer regarding documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.

All staff have received training for PPE, Staff will be trained on the proper use, removal and washing of face coverings, procedures upon entering school sites and district office, sanitation practices, screening practices.

As the district prepares to return to in person learning on SYSD campuses, staff, parents and students will continue to receive information, and updates regarding the following safety actions:

a. Enhanced sanitation practices
b. Physical distancing guidelines and their importance
c. Proper use, removal, and washing of face coverings
d. Screening practices
e. How COVID-19 is spread
f. COVID-19 specific symptom identification
g. Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID-19.
h. For workers, COVID-19 specific symptom identification and when to seek medical attention
i. The employer's plan and procedures to follow when children or adults become sick at school.
j. The employer's plan and procedures to protect workers from COVID-19 illness (COVID-19 Prevention Plan for Schools & CPP)

The severity of the hazard will be assessed by supervisors in collaboration with the assistant superintendent. Correction time frames will be assigned by the assistant superintendent in collaboration with district support departments and labor groups based on individuals identified as being responsible for corrections along with follow up measures and timeframes to correct.

Control of COVID-19 Hazards

Physical Distancing

Recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies (e.g., masking) are implemented. This is consistent with CDC K-12 School Guidance.

Face Coverings

When schools are providing in-person instruction, the District shall follow current local guidance regarding face coverings. The District will also follow current local CDPH guidelines for staff and students wearing face coverings.

As amended on March 10, 2022, the existing CPP will no longer require individuals to wear face coverings while outdoors. The discontinuation of required outdoor school masks will shift to optional for students and staff beginning March 14, 2022 unless required by the state or county public health department.

The district will reevaluate the indoor mask requirement in April 2022. The statewide indoor mask mandate for schools will be lifted after March 11, 2022. School districts will then have the responsibility to work with their communities and implement appropriate policies to update their masking policies based on local conditions or health orders.

~~As amended on September 9, 2021, the existing CPP adds that all individuals present within district schools and facilities will wear face coverings over the mouth and nose regardless of vaccination status. This includes all indoor areas at all times, with the exception of when actively eating or drinking, if consumption cannot be outdoors. In addition, face coverings will be worn outside by everyone when the individual is closer than six feet of another individual, except when the individual is actively eating or drinking. The requirement includes wearing face coverings at recess during activities and all line up areas when individuals are not at least six feet of distance between others. The outdoor face covering measures will remain in place when regional COVID-19 case rates are high, as determined by the district. In the event the California Department of Public Health provides revised guidance in the future regarding outdoor masks, the district will comply with their guidelines.¶~~

Prior to March 11, the state required schools to mask indoors, with exemptions per CDPH face mask guidance. Adults in K-12 school settings were required to mask when sharing indoor spaces with students.

Persons exempted from wearing a face covering due to a medical condition, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

Schools must develop and implement local protocols to provide a face covering to students who inadvertently fail to bring a face covering to school to prevent unnecessary exclusions.

Consistent with guidance from the 2020-21 school year, schools must develop and implement local protocols to enforce the mask requirements. Additionally, schools should offer alternative educational opportunities for students who are excluded from campus because they will not wear a face covering. Note: Public schools should be aware of the requirements in AB 130 to offer independent study programs for the 2021-22 school year.

In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g., communicating or assisting young children or those with special needs) a face shield with a drape (per CDPH guidelines) can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance at six feet from others.

Engineering controls

Ventilation recommendations:

For indoor spaces, ventilation should be optimized, which can be done by following CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools.

The district will be increasing all HVAC units that have economizers to 100% fresh air intake in order to increase outside air and proper ventilation in classrooms, offices and common areas.

The HVAC units that do not have economizers attached to the unit due to the age of the unit, this includes portable classrooms, will have air purification/scrubber units (Merv-11 filters) and GPS units installed in order to clean the air in the portable classrooms.

Existing plexi-glass throughout the schools and district offices will remain optional.

Food service recommendations

a. Maximize physical distance as much as possible while eating (especially indoors). Using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing. Arrange for eating outdoors as much as feasible. Face coverings will always be worn over the mouth and nose in the food line.

b. Clean frequently touched surfaces. Surfaces that come in contact with food should be washed, rinsed, and sanitized before and after meals.

c. Given very low risk of transmission from surfaces and shared objects, there is no need to

limit food service approaches to single use items and packaged meals.

Visitor recommendations

a. Schools should review their rules for visitors and family engagement activities.

b. Schools should limit nonessential visitors, volunteers, and activities involving external groups or organizations with people who are not fully vaccinated, particularly in areas where there is moderate-to-high COVID-19 community transmission.

c. Schools should not limit access for direct service providers, but can ensure compliance with school visitor policies.

d. Schools should continue to emphasize the importance of staying home when sick. Anyone, including visitors, who have symptoms of infectious illness, such as flu or COVID-19, should stay home and seek testing and care.

Healthy Hygiene Practices

Cleaning and disinfecting

In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the U.S. Environmental Protection Agency COVID-19 list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.

For more information on cleaning a facility regularly, when to clean more frequently or disinfect, cleaning a facility when someone is sick, safe storage of cleaning and disinfecting products, and considerations for protecting workers who clean facilities, see Cleaning and Disinfecting Your Facility.

If a facility has had a sick person with COVID-19 within the last 24 hours, clean AND disinfect the spaces occupied by that person during that time.

Should we have a COVID-19 case in our workplace, we will implement the following procedures: After a report of a positive case in a school district area, the area will be closed until trained maintenance staff will sanitize the area with Clorox 180 within 24 hours.

Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by utilizing disinfecting products.

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seat belt buckles, armrests, shifter, etc.) will be disinfected between users. Employees using transportation during work hours are required to

follow all safety requirements and do not ride together to locations. District vehicles are disinfected after use.

Hand sanitizing

Hand hygiene recommendations

Teach and reinforce washing hands, avoiding contact with one's eyes, nose, and mouth, and covering coughs and sneezes among students and staff.

Promote hand washing throughout the day, especially before and after eating, after using the toilet, and after handling garbage, or removing gloves.

Ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trash cans, face coverings, and hand sanitizers with at least 60 percent ethyl alcohol for staff and children who can safely use hand sanitizer.

In order to implement effective hand sanitizing procedures:

Most classrooms have sinks for hand washing use however, hand washing stations will be available if needed near relocatable classrooms that do not have sinks. Soap supply will be checked and maintained daily.

Information will be shared regarding these procedures.

Developing routines will enable students and staff to regularly wash their hands.

Hand sanitizer will also be an available option to ensure hand hygiene.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380 https://www.dir.ca.gov/title8/3380.html, and provide such PPE as needed. The district shall provide face coverings for all staff.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 https://www.dir.ca.gov/title8/5144.html, when the physical distancing requirements are not feasible or maintained. **[reference section 3205(c)(E) for details on required respirator and eye protection use.]**

We provide and ensure use of eye protection and respiratory protection in accordance with section 5144 https://www.dir.ca.gov/title8/5144.html, when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

Investigating and Responding to COVID-19 Cases

The District will work with the County Department of Public Health to ensure that all current guidance on quarantining including class and school closure requirements are followed. All staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.

Case reporting, contact tracing and investigation

Per AB 86 (2021) and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department.

Schools or LEAs should have a COVID-19 liaison to assist the local health department with contact tracing and investigation.

This will be accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.
Employees who had potential COVID-19 exposure in our workplace will be:
Staff reports any symptoms or contact with a positive case to their supervisor.
Contact tracing then begins at the district level led by the district's safety officer and employee.

Continuation of paid status is required if an employee contracts COVID-19 at work or is directed to quarantine due to exposure at work. Updates regarding prevention measures are shared through email and constant contact.

School district stakeholders will also be informed of cost free testing and vaccination locations.

At any time students exhibiting symptoms of COVID-19 will be quarantined until they are picked up by a family member.

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:
Employees report COVID-19 symptoms and possible hazards to their supervisor.
Employees can report symptoms and hazards without fear of reprisal.

Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.

The district communicates positive cases directly to the County Health Department for immediate contact tracing support.

After the identification of a positive case, contacts of potential exposure are notified as well as a district-wide notification is sent to all SYSD stakeholders.

Testing

Per County Public Health Department guidelines, COVID-19 testing will be offered as required and all individuals on the school campus in the event of a confirmed COVID-19 case will be notified. Currently, symptomatic individuals are recommended to be tested.

In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.

School district employees will also be informed of testing locations.

All district stakeholders including families will receive updates on testing locations, notification of positive cases on SYSD sites, and health guidance from the County Health Department.

Training and Instruction

We will provide effective training and instruction to staff and families that include:

Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.

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Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, local laws, Board Policies (BP), Collective Bargaining Agreements (CBA) and active Memorandums of Understanding (MOU).

The fact that:

COVID-19 is an infectious disease that can be spread through the air.

COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.

An infectious person may have no symptoms.

Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.

The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.

The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.

COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Appendix D: COVID-19 Training Roster will be used to document this training.

Exclusion of COVID-19 Cases and Close Contacts

Quarantine recommendations for vaccinated close contacts

For those who are vaccinated, follow the CDPH Fully Vaccinated People Guidance regarding quarantine.

Quarantine recommendations for unvaccinated students
For exposures when both parties were wearing a mask, as required in K-12 indoor settings. These are adapted from the CDC K-12 guidance and CDC definition of a close contact.

When both parties were wearing a mask in the indoor classroom setting, unvaccinated individuals who are close contacts (more than 15 minutes over a 24-hour period within 0-6 feet indoors) may undergo a modified 10-day quarantine as follows. They may continue to attend school for in-person instruction if they:

i. Are asymptomatic;
ii. Continue to appropriately mask, as required;
iii. Undergo at least twice weekly testing during the 10-day quarantine; and
iv. Continue to quarantine for all extracurricular activities at school, including sports, and activities within the community setting.

Quarantine recommendations for: unvaccinated close contacts who were not wearing masks or for whom the infected individual was not wearing a mask during the indoor exposure; or unvaccinated students as described above.

a. For these contacts, those who remain asymptomatic, meaning they have NOT had any symptoms, may discontinue self-quarantine under the following conditions:

i. Quarantine can end after Day 10 from the date of last exposure without testing; OR

ii. Quarantine can end after Day 7 if a diagnostic specimen is collected after Day 5 from the date of last exposure and tests negative.

b. To discontinue quarantine before 14 days following last known exposure, asymptomatic close contacts must:

i. Continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND

ii. Follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure.

c. If any symptoms develop during this 14-day period, the exposed person must immediately isolate, get tested and contact their healthcare provider with any questions regarding their care.

Isolation recommendations

For both vaccinated and unvaccinated persons, follow the CDPH Isolation Guidance for those diagnosed with COVID-19.

Where we have a COVID-19 case in our workplace, we will limit transmission by:
Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.

Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related. This will be accomplished by:

Providing employees at the time of exclusion with information on available benefits. Staff with COVID-19 symptoms will be assisted by the Human Resources Department for best options to continue working remotely and/or using the appropriate leave. Staff will communicate with the District's Safety Officer to determine return dates to work on site and will communicate with their direct supervisor.

Reporting, Recordkeeping, and Access

It is our policy to:

Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.

Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.

Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).

Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.

Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

Upon notification that an employee or student has been infected with COVID-19, SYSD will notify the County Public Health Department.

Reporting information is sent directly to the CPHD by the district's safety officer.
All positive cases will be kept on record with the district's safety officer and reported to the CPHD and employee representatives from both CSEA and SYEA.

Return-to-Work Criteria

Recommendations for staying home when sick and getting tested:

a. Follow the strategy for Staying Home when Sick and Getting Tested from the CDC.

b. Getting tested for COVID-19 when symptoms are consistent with COVID-19 will help with rapid contact tracing and prevent possible spread at schools.

c. Advise staff members and students with symptoms of COVID-19 infection not to return for in-person instruction until they have met CDPH criteria to return to school for those with symptoms:

i. At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; and

ii. Other symptoms have improved; and

iii. They have a negative test for SARS-CoV-2, OR a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) OR a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), OR at least 10 days have passed since symptom onset.

Screening testing recommendations:

a. CDPH has a robust State- and Federally-funded school testing program and subject matter experts available to support school decision making, including free testing resources to support screening testing programs (software, test kits, shipping, testing, etc.).

i. Resources for schools interested in testing include: California's Testing Task Force K-12 Schools Testing Program and K-12 school-based COVID-19 testing strategies; The Safe Schools for All state technical assistance (TA) portal; and the CDC K-12 School Guidance screening testing considerations (in Section 1.4 and Appendix 2) that are specific to the school setting.

Consultation

The district has consulted the SYSD COVID-19 Prevention Plan, plan for testing of staff and students and the COVID-19 School Guidance Checklist with both labor union SYEA and CSEA leadership teams. Through this process, Memorandums of Understanding (MOU) will be constructed which support the implementation of the COVID-19 School Safety Plan. Parent and community organizations have also been consulted regarding the plan as evidenced on the COVID-19 Guidance Checklist.

David Farkas, Assistant Superintendent
Educational Leadership, Pupil Services & Safety
San Ysidro School District

Date: 9/9/21

Appendices

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: **[enter name(s)]**

Date: **[enter date]**

Name(s) of employee and authorized employee representative that participated: **[enter name(s)]**

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

Appendix B: COVID-19 Inspections

[This form is only intended to get you started. Review the information available at www.dir.ca.gov/dosh/coronavirus/ for additional guidance on what to regularly inspect for, including issues that may be more pertinent to your particular type of workplace. You will need to modify the form accordingly.]

Date: [enter date]

Name of person conducting the inspection: **[enter names]**

Work location evaluated: **[enter information]**

Exposure Controls	**Status**	**Person Assigned to Correct**	**Date Corrected**
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			

Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
[add any additional controls your workplace is using]			

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: [enter date]

Name of person conducting the investigation: **[enter name(s)]**

Employee (or non-employee*) name:		**Occupation (if non-employee, why they were in the workplace):**	
Location where employee worked (or non-employee was present in the workplace):		**Date investigation was initiated:**	
Was COVID-19 test offered?		**Name(s) of staff involved in the investigation:**	
Date and time the COVID-19 case was last present in the workplace:		**Date of the positive or negative test and/or diagnosis:**	
Date the case first had one or more COVID-19 symptoms:		**Information received regarding COVID-19 test results and onset of symptoms (attach documentation):**	

Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):	

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:		
All employees who may have had COVID-19 exposure and their authorized representatives.	**Date:**	
	Names of employees that were notified:	
Independent contractors and other employers present at the workplace during the high-risk exposure period.	**Date:**	
	Names of individuals that were notified:	

What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		**What could be done to reduce exposure to COVID-19?**	
Was local health department notified?		**Date:**	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Appendix D: COVID-19 Training Roster

Date: [enter date]

Person that conducted the training: **[enter name(s)]**

Employee Name	Signature

Additional Consideration #1

Multiple COVID-19 Infections and COVID-19 Outbreaks

[This section will need to be added to your CPP if your workplace is identified by a local health department as the location of a COVID-19 outbreak, or there are three or more COVID-19 cases in your workplace within a 14-day period. Reference section 3205.1 for details.]

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

- We will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
    - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
    - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
    - We will provide additional testing when deemed necessary by Cal/OSHA.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and local health officer orders if applicable.

Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 investigation, review and hazard correction

In addition to our CPP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
    - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
    - Our COVID-19 testing policies.
    - Insufficient outdoor air.
    - Insufficient air filtration.
    - Lack of physical distancing.
- Updating the review:
    - Every thirty days that the outbreak continues.

    - In response to new information or to new or previously unrecognized COVID-19 hazards.
    - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
    - Moving indoor tasks outdoors or having them performed remotely.
    - Increasing outdoor air supply when work is done indoors.
    - Improving air filtration.
    - Increasing physical distancing as much as possible.
    - Respiratory protection.
    - describe other applicable controls].

Notifications to the local health department

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.

Additional Consideration #2

Major COVID-19 Outbreaks

[This section will need to be added to your CPP should your workplace experience 20 or more COVID-19 cases within a 30-day period. Reference section 3205.2 for details.]

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria,** and any relevant local health department orders.

Investigation of workplace COVID-19 illnesses

We will comply with the requirements of our CPP I**nvestigating and Responding to COVID-19 Cases**.

COVID-19 hazard correction

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected
- Implement any other control measures deemed necessary by Cal/OSHA.

Notifications to the local health department

We will comply with the requirements of our **Multiple COVID-19 Infections** and **COVID-19 Outbreaks-Notifications to the Local Health Department.**

Additional Consideration #3

COVID-19 Prevention in Employer-Provided Housing

[This section will need to be added to your CPP if you have workers in employer-provided housing. Reference section 3205.3 for details. Employer-provided housing is any place or area of land, any portion of any housing accommodation, or property upon which a housing accommodation is located, consisting of: living quarters, dwelling, boardinghouse, tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer, or other housing accommodations. Employer- provided housing includes a "labor camp" as that term is used in title 8 of the California Code of Regulations or other regulations or codes. The employer-provided housing may be maintained in one or more buildings or one or more sites, including hotels and motels, and the premises upon which they are situated, or the area set aside and provided for parking of mobile homes or camping. Employer-provided housing is housing that is arranged for or provided by an employer, other person, or entity to workers, and in some cases to workers and persons in their households, in connection with the worker's employment, whether or not rent or fees are paid or collected.

- **This section does not apply to housing provided for the purpose of emergency response, including firefighting, rescue, and evacuation, and support activities**

directly aiding response such as utilities, communications, and medical operations, if:
    - **The employer is a government entity; or**
    - **The housing is provided temporarily by a private employer and is necessary to conduct the emergency response operations.**
- **The requirements below for Physical distancing and controls, Face coverings, Cleaning and disinfecting, Screening, and Isolation of COVID-19 cases and persons with COVID-19 exposure do not apply to occupants, such as family members, who maintained a household together prior to residing in employer-provided housing, but only when no other persons outside the household are present.]**

Assignment of housing units

We will ensure that shared housing unit assignments are prioritized in the following order:

- Residents who usually maintain a household together outside of work, such as family members, will be housed in the same housing unit without other persons.
- Residents who work in the same crew or work together at the same worksite will be housed in the same housing unit without other persons.
- Employees who do not usually maintain a common household, work crew, or worksite will be housed in the same housing unit only when no other housing alternatives are possible.

Physical distancing and controls

We will ensure:

- The premises are of sufficient size and layout to permit at least six feet of physical distancing between residents in housing units, common areas, and other areas of the premises.
- Beds are spaced at least six feet apart in all directions and positioned to maximize the distance between sleepers' heads. For beds positioned next to each other, i.e., side by side, the beds will be arranged so that the head of one bed is next to the foot of the next bed. For beds positioned across from each other, i.e., end to end, the beds will be arranged so that the foot of one bed is closest to the foot of the next bed. Bunk beds will not be used.
- Maximization of the quantity and supply of outdoor air and increase filtration efficiency to the highest level compatible with the existing ventilation system in housing units.

Face coverings

We will provide face coverings to all residents and provide information to residents on when they should be used in accordance with state or local health officer orders or guidance.

Cleaning and disinfection

We will ensure that:

- Housing units, kitchens, bathrooms, and common areas are effectively cleaned and disinfected at least once a day to prevent the spread of COVID-19. Cleaning and disinfecting shall be done in a manner that protects the privacy of residents.
- Unwashed dishes, drinking glasses, cups, eating utensils, and similar items are not shared.

Screening

We will encourage residents to report COVID-19 symptoms to **[enter name of individual, position, or office].**

COVID-19 testing

We will establish, implement, and maintain effective policies and procedures for COVID-19 testing of occupants who had a COVID-19 exposure, who have COVID-19 symptoms, or as recommended by the local health department.

Isolation of COVID-19 cases and persons with COVID-19 exposure

We will:

- Effectively isolate COVID-19 exposed residents from all other occupants. Effective isolation will include providing COVID-19 exposed residents with a private bathroom, sleeping area, and cooking and eating facility.
- Effectively isolate COVID-19 cases from all occupants who are not COVID-19 cases. Effective isolation will include housing COVID-19 cases only with other COVID-19 cases, and providing COVID-19 case occupants with a sleeping area, bathroom, and cooking and eating facility that is not shared by non-COVID-19-case occupants.
- Keep confidential any personal identifying information regarding COVID-19 cases and persons with COVID-19 symptoms, in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.
- End isolation in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria**, and any applicable local or state health officer orders.

Additional Consideration #4

COVID-19 Prevention in Employer-Provided Transportation to and from Work

[This section will need to be added to your CPP if there is employer-provided motor vehicle transportation to and from work, which is any transportation of an employee,

during the course and scope of employment, provided, arranged for, or secured by an employer including ride-share vans or shuttle vehicles, car-pools, and private charter buses, regardless of the travel distance or duration involved. Reference section 3205.4 for details.

This section does not apply:

- **If the driver and all passengers are from the same household outside of work, such as family members.**
- **To employer-provided transportation when necessary for emergency response, including firefighting, rescue, and evacuation, and support activities directly aiding response such as utilities, communications and medical operations.]**

Assignment of transportation

We will prioritize shared transportation assignments in the following order:

- Employees residing in the same housing unit will be transported in the same vehicle.
- Employees working in the same crew or worksite will be transported in the same vehicle.
- Employees who do not share the same household, work crew or worksite will be transported in the same vehicle only when no other transportation alternatives are possible.

Physical distancing and face coverings

We will ensure that the:

- Physical distancing and face covering requirements of our CPP **Physical Distancing** and **Face Coverings** are followed for employees waiting for transportation.
- Vehicle operator and any passengers are separated by at least three feet in all directions during the operation of the vehicle, regardless of the vehicle's normal capacity. Vehicle operator and any passengers are provided and wear a face covering in the vehicle as required by our CPP **Face Coverings**.

Screening

We will develop, implement, and maintain effective procedures for screening and excluding drivers and riders with COVID-19 symptoms prior to boarding shared transportation.

Cleaning and disinfecting

We will ensure that:

- All high-contact surfaces (door handles, seatbelt buckles, armrests, etc.) used by passengers are cleaned and disinfected before each trip.

- All high-contact surfaces used by drivers, such as the steering wheel, armrests, seatbelt buckles, door handles and shifter, are cleaned and disinfected between different drivers.
- We provide sanitizing materials, training on how to use them properly, and ensure they are kept in adequate supply.

Ventilation

We will ensure that vehicle windows are kept open, and the ventilation system set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:

- The vehicle has functioning air conditioning in use and the outside temperature is greater than 90 degrees Fahrenheit.
- The vehicle has functioning heating in use and the outside temperature is less than 60 degrees Fahrenheit.
- Protection is needed from weather conditions, such as rain or snow.
- The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100.

Hand hygiene

We will provide hand sanitizer in each vehicle and ensure that all drivers and riders sanitize their hands before entering and exiting the vehicle. Hand sanitizers with methyl alcohol are prohibited.

REFERENCES

- **COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year**
- **Centers for Disease Control and Prevention Guidance for COVID-19 Prevention in K-12 Schools (July 9, 2021)**
- **Centers for Disease Control and Prevention Vaccination Verification**
- **CDPH K-12 School Reopening Framework and Guidance Q&A**
- **CDPH Guidance for the Use of Face Coverings**
- **CDPH Guidance for Child Care Providers and Programs**
- **CDPH Safe Schools for All Hub**

- Cal/OSHA FAQs
- Cal/OSHA Factsheet on Regulations
- Cal/OSHA Aerosol Transmissible Diseases Standard
- Cal/OSHA Emergency Regulations to Protect Workers from COVID-19 in Effect Press Release (December 1, 2020)
- Coalition Letter Raising Concerns Regarding Emergency Regulations (November 18, 2020)

- SYSD Pandemic Threat Annex
- Testing in San Diego County
- Social Distancing and Sanitization
- Industry Guidance
- SYSD COVID-19 Prevention Plan for Schools
- ORDER OF THE HEALTH OFFICER (Isolation of All Persons with or Likely to have COVID-19)
- ORDER OF THE HEALTH OFFICER (Quarantine of Persons Exposed to COVID-19)
- https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Safe-Schools-for-All-Plan-Summary.aspx
- https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Safe-Schools-for-All-Plan-Rationale.aspx
- https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Vaccine-Prioritization.aspx

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 AND COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE SAN YSIDRO EDUCATION ASSOCIATION

BACKGROUND INFORMATION:
A Tentative Agreement was reached between the District and the San Ysidro Education Association (SYEA) to increase the certificated salary schedule by 3% effective January 1, 2022. In addition, a 2% off schedule payment shall be issued based on the salary schedule that starts January 1, 2022 for the 2021-22 school year. In addition, effective January 1, 2022, the health and welfare benefits will be increased from an annualized capped amount of $9,500 to $10,000.

The Tentative Agreement is for the period of July 1, 2021 through June 30, 2023.

RECOMMENDATION:
Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and approval of the Collective Bargaining Tentative Agreement with San Ysidro Education Association (SYEA) to provide an certificated salary schedule increase and health & welfare benefits

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

2021-2022	
$1,020,603.06	General & Child Development Funds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: SAN YSIDRO EDUCATION ASSOCIATION Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2021 Ending: 6/30/2023

This agreement will be acted upon by the Governing Board at its meeting on: April 14, 2022 (Date)

A. Proposed Change in Compensation

	Compensation	Cost Prior to Proposed Agreement (a) $	Fiscal Impact of Proposed Agreement: Current Year 2021-2022 (b) $	(c) %	Year 2 2022-2023 (b) $	(c) %	Year 3 2023-2024 (b) $	(c) %
1.	**Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$24,891,951.89	$0.00	0.00%	$12,341.90	0.05%	$12,588.74	0.05%
2.	**Salary Schedule** - Increase (Decrease)	$24,891,951.89	$373,379.28	1.50%	$617,095.25	2.44%	$629,437.15	2.43%
3.	**Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$24,891,951.89	$512,774.21	2.06%	$0.00	0.00%	$0.00	0.00%
4.	**Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$5,113,304.76	$76,699.57	1.50%	$129,298.98	2.49%	$131,884.96	2.48%
5.	**Health/Welfare Benefits** - Increase (Decrease)	$2,194,500.00	$57,750.00	2.63%	$115,500.00	5.13%	$115,500.00	4.88%
6.	**Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)**	**$32,199,756.65**	**$1,020,603.06**	**3.17%**	**$874,236.13**	**2.63%**	**$889,410.86**	**2.61%**
7.	**Total Number of Represented Employees**	261.00	261.00		231.00		231.00	
8.	**Total Compensation Cost for Average Employee** - Increase (Decrease)	$123,370.72	$3,910.36	3.17%	$3,784.57	2.97%	$3,850.26	2.94%

Impact on other Funds: _____

A. **Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

Tentative agreement between SYSD and SYEA for the period of July 1, 2021 through June 30,2023

Article 18: Compensation and Fringe Benefits

The certificated salary schedule shall be increased by 3% effective January 1, 2022. In addition, a 2% off schedule payment shall be issued based on the salary schedule that starts January 1, 2022 for the 2021-2022 school year.

Effective January 1, 2022, the health and welfare benefits will be increased from an annualized capped amount of $9,500 to $10,000.

B. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

There are no changes in non-compensation items at this time.

C. **What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

There are no specific impacts on instructional/support programs to accommodate the settlement at this time.

D.	**What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language. If an agreement is reached with any other Bargaining Unit that exceeds the compensation package provided for in this agreement, the District shall provide an equivalent compensation percentage to SYEA. In each year covered by this agreement each party may reopen two articles in addition to Article 18. Compensation and Fringe Benefits.

E.	**Source of Funding for Proposed Agreement** The funding sources are the general fund and the child development fund. **2. How will the ongoing cost of the proposed agreement be funded in future years?** The ongoing cost will be funded by the general fund and the child development fund. **3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)** The funding sources are the general fund and the child development fund. Provisions of this tentative agreement will be effective July 1, 2021 to June 30, 2023.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$90,750,138
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	3,677.66
d. State Standard Minimum Reserve Amount for this District *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$2,722,504.14

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	$2,722,504.14
b. General Fund Budgeted Unrestricted Unappropriated Amount	$0.00
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	$0.00
e. Total District Budgeted Unrestricted Reserves	$2,722,504.14

3. Do unrestricted reserves meet the state standard minimum reserve amount? **Yes** No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

Gina A. Potter — 3/21/2022

District Superintendent (Signature) — Date

Marilyn Adrianzen — 3/21/2022

Chief Business Official (Signature) — Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

Revised: 06/06

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: _____
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of (insert date) 3/10/2022	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	49,521,984			49,521,984
Remaining Revenues (8100-8799)	30,893,781			30,893,781
TOTAL REVENUES	80,415,765	0	0	80,415,765
EXPENDITURES:				0
1000 Certificated Salaries	32,703,854	886,153	(512,774)	33,077,233
2000 Classified Salaries	12,078,915			12,078,915
3000 Employee Benefits	17,308,039	134,450	(105,334)	17,337,155
4000 Books and Supplies	4,174,249			4,174,249
5000 Services and Operating Expenses	17,468,939			17,468,939
6000 Capital Outlay	5,700,146			5,700,146
7000 Other	808,167			808,167
TOTAL EXPENDITURES	90,242,309	1,020,603	(618,108)	90,644,804
OPERATING SURPLUS (DEFICIT)	(9,826,544)	(1,020,603)	618,108	(10,229,039)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(9,826,544)	(1,020,603)	618,108	(10,229,039)
BEGINNING BALANCE	14,672,753			14,672,753
CURRENT YEAR-ENDING BALANCE	4,846,209	(1,020,603)	618,108	4,443,715
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	336,389			336,389
Committed (9750/9760)				0
Assigned (9780)	1,752,551	(1,035,838)	618,108	1,334,821
Reserve Economic Uncertainties (9789)	2,707,269	15,235		2,722,504
Unassigned/Unappropriated (9790)	1			1

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

Other Revisions (column 3) explanation:	
The adjustment in Column 3 includes the 2% off schedule which is already included in the district's 2nd interim report. The off-schedule will be funded by the In-Person Instruction Grant and ESSER III.	

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.

- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).

- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year* and *Year 2.*

- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.

- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.

- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
   b. $: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
   c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
   b. $: Enter the annual $ amount of the proposed change in the *Salary Schedule.*

3. Other Compensation

   Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or $200/employee. For *Year 2* and *Year 3*, explain in "Comments" section, if applicable.

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
   b. $: Enter the annual amount of the proposed change in *Other Compensation.*
   c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

   a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
   c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
   c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

   a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
   b. $: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
   c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

   Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

   a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
   b. $: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
   c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

AGREEMENT

Between

THE SAN YSIDRO SCHOOL DISTRICT

And

THE SAN YSIDRO EDUCATION ASSOCIATION

July 1, 2021 - June 30, 2023

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ARTICLE 1. AGREEMENT

A. The articles and provisions contained herein and the appendices attached hereto constitute a binding agreement between the governing board of the San Ysidro School District ("District") and the San Ysidro Education Association, an Affiliate of CTA/NEA ("Association"), an employee organization.

B. This agreement is entered into pursuant to the provisions of the Rodda Act (Chapter 10.7, Sections 3540-3549 of the Government Code).

C. This agreement shall remain in full force and effect when ratified by both parties until June 30, 2023.

ARTICLE 2. RECOGNITION

A. The District recognizes the Association to be the exclusive representative of the members of the bargaining unit.

B. The bargaining unit shall include:

1. Adapted Physical Education Teachers, Assessment Center Teachers, Behavior Specialists, Early Childhood Specialists, Head Start Permit Teachers, Interns, Intervention Support Teachers, Math Coaches, Permit Preschool Teachers, Reading Teachers, Resource Permit Teacher, Resource Specialists, Resource Teachers, School Counselors, School Nurses, School Psychologists, Science/Physical Education Enrichment Teachers, Special Day Class Teachers, Speech and Language Pathologists, Teachers on Special Assignment (TOSA), TK-8 Classroom Teachers, Social Workers, and Virtual Learning Academy Teachers.

C. Excluded are classified, management, supervisory and confidential employees so designated by Board action.

D. A new certificated employee classification shall be covered under the terms of this Agreement if both the District and the Association agree that the classification falls within the bargaining unit. If agreement is not reached, the California Public Employment Relations Board ("PERB") will be consulted for a ruling. If determination is made that the new classification is in the bargaining unit, following Board action, those employed under the new classification shall be covered immediately under the terms of this Agreement.

ARTICLE 3. DISTRICT RIGHTS

A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operation as specified by and to the full extent of the law, except as specified in this Agreement.

B. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization, direct the work of its employees, determine the times and hours of operation, determine the kinds of levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals and objectives, insure the rights and educational opportunities of students, determine staffing patterns, determine the number of kinds of personnel required, maintain the efficiency of District operations, determine the curriculum, build, move, or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, contract out work, and take any action on any matter in the event of an emergency. The Board also retains the right to hire, classify, evaluate, promote, terminate, and discipline employees. In addition, the Board retains the right to determine the impacts and effects of any action taken under this Article, except as specified in this Agreement.

C. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms conform with the laws of the State of California.

ARTICLE 4. EMPLOYEE RIGHTS/NON-DISCRIMINATION

A. The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative rights of employees to refuse to form, join, and participate in employee organization activities.

B. The District shall not engage in unlawful discrimination against any unit member based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, domicile, political affiliation, or membership in any employee organization, disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

C. No grievance shall be processed through the grievance procedure by any unit member who initiates any other available legal remedy. This section shall not be interpreted to preclude a bargaining unit member from consulting with his or her bargaining unit representative or private legal counsel.

ARTICLE 5. PART-TIME EMPLOYMENT

A. Part-Time employee shall be defined as any bargaining unit member who is employed less than 100% of the duty day as defined in Article 10 of this Agreement.

B. An individual may be hired for, or a full-time permanent unit member may request a transfer to, a part-time position when such a position is available.

C. The District shall determine whether and when it is appropriate to create a part-time position. With the exception of Pre-School and Child Development Center assignments, in no case shall the District use a combination of part-time positions to replace a full-time position, including those positions created by transfer, resignation, reassignment or retirement. In the case of Pre-School and Child Development Center assignments, the District may fill vacancies created by resignation or retirement with full-time or part-time employees.

D. A request for transfer shall be handled in accordance with Article 12 of this Agreement.

E. The unit member on a part-time assignment will be paid a salary at the unit member's present Class and Step on a prorated basis.

F. The unit member on a part-time assignment will receive sick leave and personal necessity leave on a prorated basis; all other leaves in this Agreement apply, as appropriate.

G. A unit member on a part-time assignment of 4 hours or more shall be eligible for health and welfare benefits on a prorated basis.

H. The unit member on a part-time assignment shall receive service credit for class/step advancement on a prorated basis in accordance with CalSTRS regulations.

I. The unit member's retirement contributions and the District's contributions will be prorated in accordance with CalSTRS regulations.

ARTICLE 6. DUES AND AGENCY FEES

A. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees and general assessment in the Association. Such authorization shall continue in effect from year to year unless revoked in writing at any time. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated, commencing with the month of employment or month of beginning membership.

B. With respect to all membership dues or agency service fees deducted by the District pursuant to this Article, the District agrees to remit promptly such monies to the Association.

C. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

D. Upon appropriate written authorization from a unit member, the District shall deduct from the salary of such unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District. There shall be no charge to the Association for such deductions.

E. The District shall be obliged to put into effect any new, changed, or discontinued deduction provided such request is submitted by the 10th of the month to the Director of Fiscal Services and said deduction shall commence with that month's pay period.

F. The Association agrees to indemnify, defend and hold the District harmless from, and to pay to the District all reasonable legal fees and legal costs incurred in defending against, any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this section shall or shall not be compromised, resisted, defended, tried or appealed.

G. Those unit members, who are on paid leave, including part-time employees, shall continue to pay dues to the Association if they have voluntary dues authorization cards on file.

H. Unit members with payroll authorizations on file who are on unpaid leave of absence shall have said authorization continue in effect upon return to active duty unless appropriately cancelled pursuant to this Article.

I. Any unit member who is not a member of the San Ysidro Education Association, CTAINEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from thedate of commencement of assigned duties within the bargaining unit, shall either

1. become a member of the Association, or

2. pay to the Association an agency fee in an amount equal to unified membership dues, initiation fees and general assessments. The agency fee shall be payable directly to the Association in one (1) lump sum cash payment or by monthly payroll deduction in the same manner as provided in Section A of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section A, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

E. Notwithstanding any other provisions of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the San Ysidro Education Association, CTA/NEA, as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to the following non--religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. John Brunworth Trust Fund.

ARTICLE 7. GRIEVANCE PROCEDURES

A. Any employee may present grievances relating to a contract dispute to the District and have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

B. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Association agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, or loyalty or desirability to the organization. Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

C. The District and the Association agree to adhere to all steps and timelines required by this Agreement. Failure by the District to adhere to decision deadlines shall constitute a denial of the grievance and the grievant may proceed to the next step in the grievance procedure.

Failure of the grievant to adhere to submission deadlines, to attend scheduled meetings, to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the grievant and a waiver of the grievant's right to further appeal. The District may, but shall not be required to, give written notice of such termination to the grievant. The grievant may also terminate the grievance at any time by giving written notice to the Superintendent or his designee.

However, nothing prevents the parties from extending dates or deadlines by mutual agreement in writing.

D. Until final disposition of a grievance, the grievant is required to conform to the original direction of his/her supervisor. The grievant shall conform to the original directive until such time as the grievance is resolved unless the health or safety of the unit member(s) is in jeopardy. If the grievant refuses for health and safety reasons, the grievant will submit his/her refusal in writing to the Superintendent. The writing shall include a detailed description of the underlying health and safety reasons for the refusal to conform to the supervisor's direction. The Superintendent or his/her designee shall evaluate the written refusal and determine whether the grievant may be relieved of the original direction of his/her supervisor.

E. All documents dealing with the processing of a grievance shall be filed separately from

the personnel files of the participants.

F. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties, without loss of pay, for a reasonable amount of time.

G. The grievant has the right to have a representative present at any step of the grievance procedure.

H. Definitions:

1. Grievance: A "grievance" is a claim by one or more specifically named bargaining unit members or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement or a specific provision in a written Board policy that exists in the 4000 and 6000 series covering the working conditions of unit members. The claimed violation, misinterpretation or misapplication must personally and adversely affect the grievant(s).

   A "group grievance" may be filed on behalf of more than one specifically named grievant when there are mutually agreed common questions of fact pertaining to each grievance.

2. Grievant: A grievant is a District employee in the unit covered by this Agreement, or the Association.

3. District Employee: A District employee is a full-time or part-time certificated person receiving compensation and belonging to an appropriate employee unit and shall not include independent contractors.

4. Representative: A representative is a fellow employee, employee organization, or legal counsel who participates in the grievance procedure.

5. Day: A unit member work day, excluding extended year and intersession work days.

I. Informal Resolution of Grievances:

Any unit member, or the Association, who believes he/she has a grievance shall present the grievance orally to the immediate administrator; or if the grievance arises from action taken by authority other than the immediate administrator, such grievance shall be presented to the appropriate individual orally within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances that form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall

hold an informal meeting with the grievant and attempt to resolve the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the grievant and the immediate administrator. The immediate administrator shall provide a response to the grievant within five (5) days of the last informal meeting.

J. Formal Resolution of Grievance:

STEP 1

If the grievance is not settled during the informal discussion and the grievant wishes to pursue the matter, the grievant shall present the grievance in writing to the immediate administrator within five (5) days after the informal resolution procedure is completed. The written grievance shall include:

1. A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.

2. A listing of the provisions of this Agreement or Board Policy that are alleged to have been violated or misapplied.

3. A listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable.

4. A listing of specific actions requested of the District that will remedy the grievance.

The immediate administrator shall respond in writing within five (5) days after the receipt of the formal grievance.

STEP 2

If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant shall, within five (5) days after the receipt of the Step 1 response, present the grievance in writing to the head of the Human Resources Department and/or designee. Within five (5) days from the receipt of the grievance, the head of the Human Resources Department shall, if so requested, meet with the grievant in an effort to resolve the grievance. The head of the Human Resources Department and/or designee shall make a written disposition of the grievance within five (5) days after such meetings and furnish a copy thereof to the Association and to the grievant.

STEP 3

If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant shall, within five (5) days after the receipt of the Step 2 response, submit a written request to the Superintendent or his/her designee to review the grievance. Within five (5) days from the receipt of the grievance the Superintendent or his/her designee shall meet with

the unit member on the grievance. The Superintendent or his/her designee shall make a written disposition of the grievance within five (5) days of such meeting and shall furnish a copy thereof to the Association and to the grievant.

STEP 4

If the grievant is not satisfied with the disposition of the grievance at Step 3, within thirty (30) calendar days after receipt of the Step 3 response, the Association may submit the grievance to arbitration by written notice to the Superintendent. If any question arises as to the arbitrability of the grievance or if the District claims that a grievance should be dismissed because it falls outside the scope of the procedure or because the dispute has become moot, such question shall be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance.

At any time during the grievance process, the Association and the District may mutually request the services of a State Mediator to assist the parties in resolving the grievance. The form or content of any settlement discussions will not be binding on either party, nor will they be introduced in an arbitration proceeding.

Within ten (10) days of the Association's notice to the Superintendent of its desire to arbitrate the grievance, or within ten (10) days of the completion of mediation that did not result in settlement of the grievance, representatives of the District and the Association shall select a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator within the specified period, the District and the Association shall request a list of seven arbitrators from the State Mediation and Conciliation Services. The parties shall select the arbitrator from the list by eliminating names until one name remains. The first option to strike from the list shall alternate. The one remaining name shall be the arbitrator.

The arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The District and the Association will share equally any payment for the services and expenses of the arbitrator. All other expenses shall be borne by the party incurring them. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The written decision of the arbitrator will be submitted to the District and the Association within thirty (30) calendar days of the hearing.

K. Powers of the Arbitrator:

It shall be the function of the arbitrator to resolve the grievance. The arbitrator shall be subject to the following limitations:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. The arbitrator shall have no power to establish salary structures or change any salary. The arbitrator shall only interpret the terms of this Agreement and Board Policy and the application of such terms on the grievant.

3. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter, or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

4. The burden of proof for all matters considered by the arbitrator shall be the preponderance of the evidence standard, unless otherwise agreed to by the parties.

L. Hearings held under this procedure shall be held at a time and place that will afford a reasonable and fair opportunity for all persons entitled to be present to attend.

M. If the grievance arises from any action of authority higher than the principal of a school, the grievant may present such grievances at Step 2 of this procedure.

N. Time limits provided in this agreement may be adjusted by mutual agreement in writing when signed by the District and the Association.

O. Nothing contained herein shall deny to any unit member his/her rights under state or federal constitutions or laws. No probationary teacher may use the grievance procedure in any way to appeal discharge or a decision by the public school employer not to renew his/her contract. No permanent teacher shall use the grievance procedure to dispute any action by the public school employer which is applicable to the state tenure laws. No teacher shall use the grievance procedure to appeal any decision of the public school employer or administration if such decision is applicable to a state or federal regulatory commission or agency.

ARTICLE 8. LEAVES

A. Personal illness and injury leave:

1. Unit members with a full-time position shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

2. Whenever possible, unit members shall notify the District in advance of any leave. Unit members will report absences and request substitutes using the automated absence management system.

3. If a unit member does not utilize the ten (10) days of leave as authorized in the paragraph above in any school year, the amount not utilized shall be accumulated from year to year.

4. A unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury, after five (5) consecutive working days of absence.

5. A unit member that is absent for less than a full work day shall be charged with one half (1/2) day.

6. A unit member shall have the ability to request a half (1/2) day absence. Half (1/2) day absences shall not exceed four (4) within a given school year.

7. Attendance Incentive.

   a. Unit members who have perfect attendance at the end of the fiscal year will receive a bonus of five hundred dollars ($500).

   b. Unit members using personal necessity leave for up to two religious holiday observances in a year (which by the terms of the unit member's religion require that the unit member not attend work on that day) will continue to be eligible for the attendance incentive provided by this section with no deduction for those two days.

   c. Unit members must have worked a minimum of 75% of the school year to be eligible for the attendance incentive for that year. All eligible unit members shall receive compensation by July 30 each year.

B. Personal Necessity Leave

1. Leave which is credited under "A" of this article may be used, at the unit member's election, for the purpose of personal necessity, provided that use of such personal

necessity leave does not exceed ten (10) days, or the unit member's available sick leave balance, whichever is less, in any school year.

2. Before the utilization of personal necessity leave the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

3. It is agreed and understood, however, that an absence would not qualify under this provision if the reason for such an absence was to participate collectively or individually in concerted unit member activities such as a strike, work stoppage, or other organized or unorganized withholding of service from the District.

4. If the unit member does not elect to use accumulated sick leave as provided above, or has no sick leave balance, then the regular salary deduction for personal leave will be used for days absent. This policy is not applicable for services rendered during the summer session, except for contracted 12-month unit members.

5. Unit members using Family Medical Leave or California Family Rights Act Leave to care for an ill or injured child, spouse, parent, grandparents, grandchildren, sibling, or domestic partner shall be required to take all available Personal Necessity Leave concurrently. SB 1383 expands the family member definition to also include grandparents, grandchildren, and siblings.

C. Absence Management System

1. The balance hours of the absence management system shall be accurate, up-to-date, and reflect the members' actual balances at all times.

D. Extended Sick Leave

1. After a unit member exhausts all available sick leave and accumulated sick leave as specified in A1 and A2 above and continues to be absent from his or her duties on account of personal illness or injury, he or she shall be entitled to Extended Sick Leave for an additional period of five school months or 90 duty days whatever is most beneficial to our unit member

   a. The calculation of the five-month or 90 duty day period shall include all mid-year break periods for Winter and Spring, holidays, and non-student days; but exclude the Summer break period separating school years and any off-track periods for year-round or multi-track schedules.

   b. The amount deducted from the salary for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. For the purposes of this section, the cost of the substitute shall be $143/day.

c. Reductions in pay for Extended Sick Leave shall not occur on non-duty days occurring during the five month period or 90 duty days.

d. A unit member must submit a medical note for the duration of the Extended Sick Leave.

e. Sick leave, including accumulated sick leave, and the five-month period or 90 duty days shall run consecutively.

f. An employee shall not be provided more than one five-month or 90 duty day period per illness or accident. However, if the school year ends before the five-month or 90 duty day period is exhausted, the employee may take the balance of the five-month or 90 duty day period in a subsequent school year.

D. Catastrophic Leave

The District shall establish a Catastrophic Illness/Injury Leave Bank ("Leave Bank") for the benefit of the bargaining unit members. A catastrophic illness/injury that is expected to incapacitate the unit member for an extended period of time and taking time off from work would create a financial hardship for the unit member. This Article shall not apply to industrial accidents or illnesses.

1. Eligible bargaining unit members may voluntarily donate earned sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic Leave Bank Donation Form." Bargaining unit members shall be permitted to make donations to the Leave Bank at any time during the school year.

2. Qualifications to make donations are as follows:

   a. The eligible unit member must donate a minimum of one (1) working day of sick leave hours to the bank and not more than five (5) working days of sick leave hours in any one (1) school year.

   b. The unit member must have an accrued sick leave balance of at least ten (10) days at the time of donation.

3. The Association may solicit Leave Bank days from its unit members; however, the program shall be administered by the District. The District shall provide all forms to unit members that are to be used for this purpose by the end of the first full staff meeting of the school year. All forms shall be forwarded to the Human Resources Department for processing.

4. To be eligible for use of bank days, a unit member must have donated at least one day to the Catastrophic Leave Bank and have exhausted all accrued paid leave

credits. The unit member must use all paid leave credits that he/she continues to accrue on a monthly basis before receiving Leave Bank days.

a. Unit members new to the profession in their first two years will automatically be eligible without having to donate days. In order to remain eligible, the employee must donate at least one (1) day within sixty (60) calendar days of the start of their third year of employment.

5. Upon requesting use of bank hours, the bargaining unit member, member of the unit member's family, or designee must provide the District with written verification of the illness/injury prepared by a licensed physician and shall submit a "Certificated Catastrophic Event/Illness Leave Bank Request For Withdrawal Form" to the Human Resources Office. The request shall state the maximum number of days being requested by the unit member. The Assistant Superintendent, Human Resources shall verify eligibility for bank hours.

6. The Leave Bank shall have no limit for accumulating leave days and shall carry-over from year to year. However, once a unit member has received 70 days of Catastrophic Leave, the Association and District shall meet to discuss further action.

7. In the event that a request for bank hours is denied due to ineligibility as defined above, the unit member making the request and the Association President shall be notified in writing of the denial.

8. The Association shall hold harmless and indemnify the District from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of these provisions.

E. Bereavement Leave

1. A unit member shall be entitled to five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family. The immediate family shall be defined as the following relatives of the unit member or his/her spouse: mother, father, grandmother, grandfather, son, daughter, niece, nephew, aunt, uncle, grandchild, brother, sister, any relative or person sharing the immediate household of the unit member; or a close friend. In the case of a close friend, a unit member shall be entitled to only one (1) day of leave of absence without loss of salary once in a two-year period.

F. Industrial accident and illness leave

1. Unit members experiencing a work related injury or illness qualifying for Worker's Compensation as determined by State Law shall be entitled to up to sixty (60) days of paid leave for each qualifying injury or illness, subject to authorization by the District's third party administrator.

G. Leaves of absence for judicial and official appearances

1. Unit members will be given a leave of absence to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member with no loss of pay.

2. The unit member taking leave under this section will refund to the District the amount that is paid for jury duty or witness fees.

3. Unit members who elect to postpone jury duty from a time when school is in session to a non-session time shall be paid for each day served at the following rate, up to a total of five (5) days per fiscal year:

    a. ~~T~~K-8, $125 per day.
    b. Permit teachers, $75.00 per day.

District costs for jury compensation for all unit members shall not exceed $20,000 per year. Within thirty (30) calendar days of completed jury duty service, unit members shall submit a copy of the notice of jury duty service and verification of jury duty service attendance to the Business office. Payment shall be made in the next full pay period. "Session" is defined as the unit member's contractual work year.

H. Military Leave

1. Unit members employed as a probationary or permanent employee of the District who enters the active military service of the United States of America or of the State of California will have employment rights by law.

I. Pregnancy and Childbearing Leave

1. Unit members shall be entitled to up to four (4) months of Pregnancy Disability Leave pursuant to Government Code section 12945 and Education Code section 45193 running concurrently with all paid leaves and federal Family Medical Leave and subject to the following provisions:

    a. Unit members shall take all available Sick Leave and Extended Sick Leave during pregnancy disability.

    b. Unit members shall be expected to return to work no later than six (6) weeks following normal birth or eight (8) weeks following Caesarean section birth except under the following conditions:

        i. The district receives a statement of continuing disability of the Unit Member from the attending physician.

ii. The Unit Member elects to take up to twelve (12) additional weeks of differential leave for child bonding pursuant to the California Family Rights Act within 12 months after the birth of the child.

J. Family Care and Medical Leave

1. The District shall provide unit members family care and medical leave under the federal Family Medical Leave Act (FMLA) and the California Family Rights Leave Act (CFRA) in accordance with the following provisions:

a. Employees who have been employed for at least 12 months prior to the leave and worked at least 1,250 hours during that same period shall be entitled to 12 workweeks of leave, excluding break periods but including holidays, within each fiscal year for the following situations:

i. Serious health condition of the employee.

ii. Serious health condition of the employee's child, parent, spouse, grandparents, grandchildren, siblings, or domestic partner.

iii. Birth of a child, or placement of a child in the family for adoption or foster care.

b. Except in the case of pregnancy and subsequent child bonding, FMLA and CFRA leave shall run concurrently with each other.

c. FMLA and CFRA shall run concurrently with all paid leaves, and in the case of pregnancy, childbirth, and related medical conditions FMLA shall also run concurrently with Pregnancy Disability Leave.

d. Unit members shall be entitled to health and welfare benefits during FMLA and CFRA leave. In the event that FMLA and CFRA extends beyond any paid leaves, the unit member shall be required to remit the employee portion of any required premiums for dependent coverage to the District, in advance, pursuant to procedures in effect at the time.

K. Leave without pay may be granted for the following purposes:

1. After exhaustion of all applicable and available paid and unpaid leaves, non-probationary Unit members may apply for Leave Without Pay, subject to Board Approval, according to the following provisions:

a. Long term personal illness or injury

b. To care for seriously ill or injured child, spouse, parent, grandparents, grandchildren, siblings, or domestic partner

c. Parental, childbearing or child rearing leave

d. Preparation for, and culmination of, placement of child with unit member through adoption or foster care

e. Political leaves - limited to four (4) weeks to campaign and for term or appointment of elected office.

f. Professional leave may be granted for the purpose of attending conferences, workshops, institutes, school visitations and other meetings that are related to improving the bargaining unit member's performance but are not approved or funded by the District.

g. Study and/or travel.

h. Personal business - beyond personal necessity.

i. Special service such as unpaid Association leave, civic, Peace Corp or Vista participation. The Board may consider unusual circumstances upon request. Except in cases of emergency, a thirty (30) day notice shall be given prior to taking the leave in order to facilitate the continued educational program.

j. Other personal or professional reasons approved by the Governing Board.

2. Upon returning from an extended personal leave, the bargaining unit member may be assigned to the same position held if that position is available or shall be assigned to the closest equivalent position that is available. Positions may not be available due to declining enrollment, a shift in student population, lack of funds, or to break a contract with a temporary or replacement teacher.

3. A bargaining unit member shall have the option of remaining an active participant in the District's fringe benefit program by contribution of the unit member's total cost of the program during leave.

4. All requests for leaves without pay for the following school year shall be submitted by April 15 unless there is an emergency. The Board will consider requests within thirty (30) days of their receipt by the District.

L. Association Leave

1. The Board shall grant fifteen (15) days per school year with pay to the Association

for Association business. The Association shall also be granted the right to purchase up to ten (10) additional days paid at the daily substitute rate of pay. Requests for such leave shall be in advance and shall be handled by the Association President or his/her designee. This leave is in addition to release time guaranteed by SB 160 for meeting and negotiation or the processing of grievances.

M. Sabbatical Leave

1. The sabbatical leave may be granted to unit members by the Governing Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

    a. In case of travel, a written report shall be required to be submitted at the end of the sabbatical period.

    b. Requests for sabbatical leave must be received by the Superintendent in writing and shall be mutually agreed on by the unit member's organization and the Superintendent, no later than March 15, and action must be taken on all such requests no later than April 15, of the school year preceding the school year for which the sabbatical leave is requested.

    c. No more than one such leave of absence per bargaining unit member shall be granted in each seven year period (Ed. Code 44966, 44967).

    d. Absence from the service of the District for a period of not more than one year under a leave of absence without pay granted by the Governing Board of the District for service under a nationally recognized fellowship or foundation approved by the state board of education of research, teaching, or lecturing shall not be deemed a break in the continuity of service required by this regulation and shall be included as a year of service in computing the seven (7) consecutive years of service required by this regulation (Ed. Code 44967).

    e. At the expiration of the unit member's sabbatical leave, the unit member shall, unless he/she otherwise agrees, be reinstated in the position held by the unit member at the time of the granting of the leave of absence (Ed. Code 44949, 44973).

    f. The Governing Board shall be freed from any liability for the payment of any compensation or damage provided by law for the death or injury of any unit member of the District employed in a position requiring certification qualifications when the death or injury occurs while the unit member is on any leave of absence granted under the provisions of Education Code section 44962 - 44976, inclusive.

g. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which the unit member would have achieved had the unit member remained actively employed in the system during the period of absence.

h. Sabbatical leave must be preceded by at least seven consecutive years of service, all of which have been served as a regular full-time employee in the school District. Service of at least 75 percent (75%) of the teaching days in each year counts as a full school year. Any year in which the applicant has served some days, but failed to serve 75% of the days shall not be counted as an interruption in the seven consecutive year period.

i. The number of unit members absent on sabbatical leave at any one time shall be no more than two percent (2%) of the total number of certificated employees, if requested.

j. Sabbatical leave will be granted for no more than a total of one year. Sabbatical leave shall coincide with the school year, unless otherwise approved by the Superintendent. Sabbatical leave may be granted for semester or quarter as long as the total leave is begun and finished during a three year period (Ed. Code 44966).

k. Compensation:

    i. Compensation while on sabbatical leave shall be in accordance with the provisions of the school District salary schedule in effect during the period of the leave (Ed. Code 44968, 44969).

    ii. Applicants who desire to receive salary allowance while on a sabbatical leave must furnish a suitable bond indemnifying the school district for any salary paid the employee during the period of the sabbatical leave in the event the unit member fails to return to render two full years of service to the District following the termination of the sabbatical leave; or, in the event the employee fails satisfactorily to carry out the program of study or the itinerary of the trip approved. In the event the unit member is unable to render the two years of service due to death or physical or mental disability, this provision shall be waived (Ed. Code 44969).

    iii. Applicants who do not desire to furnish a bond and receive salary while on sabbatical leave shall be paid in accordance with the business department's procedures in two equal annual installments as follows: (Ed. Code 44969)

iv. At the end of the first year of service after the members return to duty, the business department shall release the first installment upon receipt of a Governing Board resolution authorizing the payment of said installment and including an affirmative statement to the effect that the unit member has completed one year of service and fulfilled all other legal requirements.

v. At the end of the second year of service, a similar procedure shall be followed authorizing payment of the second and final installment.

vi. A Unit Member on Sabbatical Leave shall be entitled to the same Health and Welfare benefits afforded to all active unit members. In the event a unit member is not receiving pay while on sabbatical leave, he/she shall be required to remit the employee out of pocket cost for their selected plan, as determined by the annual Health Benefit Pool Calculation, to the District, in advance, pursuant to procedures in effect at the time.

N. Re-Employment List

1. After exhaustion of all available paid and unpaid leave, if a Unit Member is not medically able to resume his/her duties, the employee shall be placed either in another position or on a reemployment list according to the following guidelines:

    a. If the employee is on probationary status, he/she shall be placed on the reemployment list for 24 months.

    b. If the employee is on permanent status, the employee shall be placed on the reemployment list for 39 months.

2. If during the periods indicated above the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified.

O. Members on Leave

1. To the extent allowable by law, the District will notify the Association President and Membership Chair when a member is placed on the 39 month rehire list or when the Board approves a leave without pay.

ARTICLE 9. CLASS SIZE

A. The following class size maximum number is set forth:

TK: Beginning with the 2022-2023 school year the class size for TK shall comply with the provisions of AB 130 as set forth below:

2022 - 2023: Maximum 24
2023 - 2026: Maximum 20

For the year 2022-2023, there shall be a maximum adult to student ratio of 1:12.
For the years 2023-2026, there shall be a maximum adult to student ratio of 1:10.
Such ratios may be satisfied by one teacher and any one of the following: Instructional Aide, Substitute Instructional Aide, or Substitute teacher.

Regardless of year, if a necessary adult is absent, and no coverage is available, then the TK teacher shall be compensated $10 per day, per student that goes above the maximum ratio.

K:	Maximum 24
1st – 3rd:	Maximum 24
4th – 6th:	Maximum 28
7th & 8th Core Subjects:	Maximum 32 per period
7th & 8th P.E.:	Maximum 55 per period
7th & 8th Electives:	VAPA courses maximum 40 per period Non-VAPA maximum 30 per period

In elementary school situations in which more than one grade level is assigned to a unit member, the lower of the two grade level class size maximums shall apply.

In the event the foregoing class sizes for grades TK-3 are found by an authority of competent jurisdiction to be inconsistent with Education Code section 42238.02(d)(3)(B) (i.e., LCFF), the Parties agree, upon the written request of either party, to meet and negotiate to address any such inconsistency.

Students above the maximum:

Additional students placed in the classrooms above the agreed maximum will follow these guidelines.

1. Any teacher who receives a student above the maximum will receive $10 per day per student.

a. At the start of the school year, teachers will receive compensation starting the eleventh day of enrollment for the additional student.

b. Starting on the twelfth day of the school year, if any teacher receives a student above the maximum, the teacher will receive $10 per day, per student, starting on the first day of the student's enrollment.

c. Student enrollment shall be calculated by the District on Friday's through the student information system.

2. The student count is based on a number of students enrolled in the class and not on a daily attendance.

3. Once all classes within a grade level at a school site have reached the maximum, the additional students will be placed in the classes based on seniority with the most senior teacher getting the first extra student.

a. No more than two (2) additional students above the maximum shall be enrolled in any K class. For TK, there shall be no more students enrolled than the legal maximum according to AB 130.

b. No more than four (4) additional students above the maximum shall be enrolled in grades 1-8.

When the class size maximum within a grade level at a school site is reached and an additional 20 students are enrolled, an additional teacher shall be hired. Those 20 additional students shall be placed with the new teacher that was hired if it occurs prior to August 31. Whenever classroom space is unavailable, the District and the Association will meet to generate a plan to address class size overage.

B. The District shall make a reasonable effort to establish a balance in the number of students assigned per class, grade level or subject with the recognition that factors such as credentialing, curriculum, and enrollment trends may limit such balancing. The staff at particular sites shall have the right to consult with site administrators with regard to balancing issues.

C. If a classroom does not receive a substitute when a teacher is absent, and if those students are assigned to other classrooms for the day, students shall be divided equally to other same or similar grade level classrooms as much as practical.

ARTICLE 10. HOURS

A. The basic day of service for all full time bargaining unit members shall be as follows:

1. Monday through Friday, 6 hours, 30 minutes, exclusive of a 45 minute duty free lunch.

2. Fridays, up to once per month, 7 hours 0 minutes with 5 calendar days' notice before scheduled meeting, as needed. This meeting shall apply to all unit members, all school sites, and/or district wide and may be called by site principals and Assistant Superintendents with the Superintendent's approval. Extended minimum days shall be held only on Fridays that are not individual planning and preparation days.

3. Any teacher assigned to a six period schedule will teach five periods and receive a preparation period.

    a. With mutual agreement between the site administrator and the unit member, the District may purchase the preparation period at a rate of one sixth ($1/6^{th}$) of that unit member's per diem.

    b. Unit members whose regular assignment includes a daily purchased preparation period, shall have their base pay adjusted to include the $1/6^{th}$ per diem for the duration of the assignment.

B. Instructional Day:

Pre-School	180 minutes
Transitional K	225 minutes
K	315 minutes
Grades 1-6	330 minutes (exclusive of recesses)
Grades 7-8	334 minutes (inclusive of 1 preparatory period)

The District shall determine starting and ending times of the instructional day in order to accommodate student scheduling.

C. Instructional Minutes on Minimum Days:

Pre-School	180 minutes
TK & K	200 minutes
Grades 1-8	240 minutes (exclusive of recesses)

As part of the annual process of calendar development, minimum days shall be incorporated into the calendar as agreed to by District and Association as follows:

1. Nine (9) minimum days split between the first week and the last week of instruction.

2. Ten (10) minimum days for parent conferences split between the fall and spring.

3. Each Friday not covered in #1 or #2, shall be divided approximately evenly among the four categories of activities listed below. The first three categories shall be directed by the site administrator.

    a. Staff meetings

    b. Grade level meetings with an agenda shall exclusively include and promote one or more of the following activities:

        i. Analysis of, and discussion regarding, student achievement data

        ii. Development of curriculum and teaching plans

        iii. Discussion, work, and study regarding Professional Learning Communities

        iv. Analysis of student achievement for Response to Intervention and Student Study Team processes

        v. Other subjects or topics recommended by the Leadership Team

    c. Other meetings directed by the site principal with an emphasis on training and the majority of time devoted to professional development activities

    d. Individual planning and preparation

D. In addition to the above basic day, unit members are responsible for professional duties which include:

1. Parent conferences, exclusive of minimum day conference periods, in the afternoon or evening as needed to accommodate parents.

2. One (1) "Back to School Night" which shall be held during the first trimester and one (1) "Open House Night", which shall be held during the second trimester, each school year. These two events shall be calendared within the first two weeks of the school year. In the event, due to extenuating circumstances, the "Open House Night" is not able to be held during the second

trimester, the Principal will consult with their teachers to determine an acceptable date prior to Spring Break.

3. Extra-curricular student activities that require chaperoning beyond contractual hours, where no volunteers exist, will be mandatorily assigned to unit members at a school site on a rotating basis with compensation at Student Contact rate. Administration will make an effort to provide timely notice with the exception of emergency situations where administration had no previous notice.

4. The principal will be responsible for assigning the maximum allowable duty time to all aides. If this is not sufficient time to cover necessary duties, teachers will be assigned on a rotating basis. Adjunct duties shall be equitably distributed to the extent practicable.

E. Special Day Class teachers and Resource Specialists shall have up to nine (9) release days per year for IEP's, testing and consultation. The release days shall be reasonably distributed throughout the year and shall not consist of more than two (2) consecutively.

F. School Psychologists shall collaborate with each other one Friday afternoon for half a duty day once a month. The topics and agenda for collaboration meetings may be determined by the Director of Special Education.

G. Contingency Condition Schedule

1. Notwithstanding anything in the Article 10, to the contrary, during a contingent condition the daily schedule may be adjusted during lunch break to ensure that students are able to be supervised in a safe physical environment. Lunch break will be reduced to 30 minutes and unit members will be dismissed 15 minutes early. If the contingency condition occurs on a day when there is an after-school meeting scheduled, the meeting will be reduced by 15 minutes. A contingency condition is hereby defined as a condition for which student's safety is unduly compromised. Examples may include: weather related conditions, or catastrophic events, as determined by the District and/or Site Administrator.

ARTICLE 11. WORK YEAR

A. Except as stated below, the work year shall be 186 days. There shall be 3 professional development days, 3 teacher preparation days, and 180 student instructional days. The parties shall meet to determine the calendar on an annual basis beginning in January of each year, unless mutually agreed to in writing by both parties.

1. Counselors: The work year for Counselors shall be 191 days. Three (3) of the additional five (5) work days shall be placed at the beginning of the work calendar for Certificated staff. The other two (2) of the additional five (5) work days shall be placed at the end of the year's work calendar for Certificated staff.

2. Psychologists: The work year for Psychologists shall be 191 days. Two (2) of the additional five (5) work days shall be placed at the beginning of the work calendar for Certificated staff. The other three (3) of the additional five (5) work days shall be placed at the end of the year's work calendar for Certificated staff.

3. Social Workers: The work year for Social Workers shall be 191 days. The five (5) additional work days shall be placed at the end of the work calendar for Certificated staff.

4. Language, Speech and Hearing Specialists: The work year for Language, Speech and Hearing Specialists shall be 191 days. The five (5) additional work days shall be placed at the end of the work calendar for Certificated staff.

ARTICLE 12. TRANSFER AND REASSIGNMENT

A. Definitions:

1. A "transfer" is a movement of a unit member from one (1) District work site to another District work site.

2. A "reassignment" is a movement within a school site of three or more grade levels or in secondary classrooms a change of two or more subjects not taught the previous year. For example, a move from 6th to 3rd grade would count as a reassignment, but a move from 5th to 3rd would not.

3. A "vacancy" is an opening that has occurred as a result of a unit member retiring, resigning, or because of increased enrollment, state disability or death. A position that becomes open as the result of a unit member filling a vacancy is not a vacancy. This resulting open position will be filled at the discretion of the District.

B. Unit Member Initiated Transfers and Reassignments

1. The Superintendent or his/her designee shall administer the transfer and reassignment policy.

2. Posting Vacancies. Vacancies shall be posted at each school site and on the online recruitment platform. A list of current vacancies shall be e-mailed to each unit member whenever a new vacancy arises. Identified vacancies for the succeeding school year shall be posted by May 15 if possible.

   The Association President shall be notified of all vacancies via email at the same time that notices are sent to the sites. Any unit member may review the list of current vacancies by contacting or visiting the District's Human Resources Department.

3. Procedure for Unit Member Initiated Requests for Transfers and Reassignment:

   a. The unit member shall submit a transfer/reassignment request to the Human Resources Department Head and/or designee within the posting period indicated on the vacancy announcement. Posting periods will be no less than five teacher work days, except during the summer in which it will be no less than five calendar days.

   b. The Human Resources Department Head and/or designee shall notify the unit member in writing of the decision regarding his/her request for transfer/reassignment within ten (10) work days of the close of the vacancy. The unit member may request and receive a written reason for denial.

c. Any unit member who meets the prerequisites listed in subsection B.3.d of this Article, below, may apply for a vacancy, regardless of the unit member's current location or grade assignment.

d. Prior to submitting a request for transfer or reassignment, the unit member must meet the following conditions:

i. The unit member must have served at least one year in his/her present assignment prior to submitting the transfer request, unless the unit member is applying for a support staff position (i.e. counselors, psychologists).

ii. The unit member's most recent evaluation must have been rated satisfactory or better. Any unit member who is on an assistance plan may, but need not be, considered by the District for a transfer or reassignment.

iii. The unit member, during the twelve (12) month period preceding his/her transfer or reassignment request, must not have received any Notice of Unprofessional Conduct pursuant to Education Code Section 44938, or any Notice of Incompetency pursuant to Education Code Section 44938, or any notice approved by the Board or the Superintendent that the employee violated a provision(s) of the Education Code.

e. Prior to the first duty day of each school year, the Superintendent or his/her designee shall approve or deny a request for transfer/reassignment on the basis of:

i. Valid credentials;
ii. District-wide seniority; and
iii. Pertinent experience.

f. After the first duty day of each school year, the Superintendent or his/her designee shall approve or deny a request for transfer/reassignment on the basis of:

i. Valid credentials;
ii. District-wide seniority;
iii. Pertinent experience; and
iv. The continued operation or implementation of any curricular program.

g. Unit members may file with the Human Resources Department Head and/or designee a general request for transfer or reassignment. This request shall be confidential, unless requested otherwise by the unit

member, until the unit member indicates his/her interest in a particular posted vacancy. The general request may include a preference(s) of assignment, location(s) desired, and the unit member's qualifications for such assignment. Such request shall be considered for vacancies occurring during the current school year and up to September 15 of the following school year and shall be invalid thereafter.

C. Administrative Transfers and Reassignments

1. The District reserves the right to administratively transfer a unit member to accommodate the needs of the District.

2. The following procedures will be used in administrative transfers and reassignments:

a. The District will first make a good faith effort to solicit suitable volunteers for transfer or reassignment when appropriate.

i. Unit members who volunteer for administrative reassignment shall be given two (2) days of release or per diem time to prepare for the assignment. Unit members who volunteer for administrative transfer shall be given three (3) days of release time or per diem to prepare for the transfer. Unit members who volunteer for administrative reassignment and transfer shall be given four (4) days of release time or per diem to prepare for the assignment.

b. When the District determines that there are no qualified volunteers, or when the transfer or reassignment of a volunteer would impede the continued operation or implementation of any curricular program, the Human Resources Department Head and/or designee in consultation with the site administrators shall identify a unit member(s) for administrative transfer or reassignment.

i. The principal or immediate supervisor shall schedule a conference with the unit member and provide a written notice of transfer/reassignment stating the reasons for the transfer/reassignment.

ii. Except in cases of unforeseen circumstances or emergency, unit members administratively transferred or reassigned during the school year shall be given as much advance written notice as possible but no less than five (5) work days' written notice in the case of reassignment and ten (10) work days' written notice in the case of transfer. Written notice may be satisfied by providing a school wide class assignment list.

iii. Except in cases of unforeseen circumstances or emergency, for reassignments to take place in the following school year, unit members shall be given no less than five (5) work days' written notice before the last duty day of the school year. For transfers to take place in the following school year, unit members shall be given no less than ten (10) work days' written notice before the last duty day of the school year. Written notice may be satisfied by administrator providing a school wide class assignment list.

iv. The District, in consultation with the Association, shall determine whether a shorter time line is appropriate.

c. The unit member may schedule a conference to discuss the transfer/reassignment with the Association President, the Human Resources Department Head and the Superintendent. Any District decision resulting from the conference shall be consistent with the needs of the District.

d. Unit members who are administratively reassigned shall be given two (2) days of release time or per diem to prepare for the assignment. Such preparation time shall not be taken during the first two weeks of the school year. Unit members who are administratively transferred shall be given three (3) days of release time or per diem to prepare for the transfer. Unit members who are administratively reassigned and transferred shall be given four (4) days of release time or per diem to prepare for the reassignment. The release time provided in this subsection shall be given to the unit member within, and is not in addition to, the minimum written notice period provided in subsection b, above. The unit member shall receive assistance in moving materials during this release time. It shall be the District's responsibility to handle the logistics of moving materials between sites and/or classrooms.

e. Unit members shall not be administratively transferred or reassigned an unreasonable number of times or for arbitrary or capricious reasons. If a unit member is involuntarily transferred, said member cannot be involuntarily transferred again for two school years. The District will make every reasonable effort to not involuntarily reassign the same unit member for two consecutive school year.

3. The final decision regarding transfers and reassignments shall rest with the Superintendent.

D. The District shall provide the Association President with a seniority list annually no later than September 1, of each year. The seniority list shall be made available to any bargaining unit member in the District's Human Resources Department no later than September 1, of each year.

E. Staffing New Schools

1. 25% of the classroom openings in a new school shall be available for assignment pursuant to the current provisions of Article 12 relating to Unit Member Initiated Transfers.

2. The District shall be entitled to select the personnel to be assigned to 75% of the openings at a new school by way of the recruitment of new personnel or through administrative transfers.

3. Openings caused by transfers to a new school shall be filled by the District by way of the recruitment of new personnel or administrative transfers. The current provisions of Article 12 shall not apply to administrative transfers made to fill openings at a new school or openings caused by unit members or administrative transfers to a new school.

4. No more than 5 teachers may voluntarily transfer from a school with 30 or fewer teachers.

5. No more than 7 teachers may voluntarily transfer from a school with 31-40 teachers.

6. No more than 10 teachers may voluntarily transfer from a school with 41 or more teachers.

F. All Other Assignment Changes

1. Prior to the initiation of any administrative changes in assignments or room changes that are not otherwise covered by this Article, the appropriate administrator (i.e. site Principal in most cases) shall hold a conference with the affected unit member and shall provide two (2) days of release time or per diem to assist the unit member in making an orderly transition.

ARTICLE 13. SAFETY CONDITIONS

Personal Property

A. Unit members shall be reimbursed for any verifiable loss, destruction or damage to their personal property or vehicle while the unit member is conscientiously performing or in a location to perform, his/her duties, a maximum of one thousand dollars ($1,000.00), if there is no negligence on the part of the employee. Reimbursement for vehicle damage is strictly limited to actual use during and within the scope of employment. The total reimbursement for all loss, damage or destruction of personal property for all unit members and/or all incidents under these provisions shall not exceed $10,000.00 in any fiscal year.

B. Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the District is provided only when written approval for the use of personal property in the schools was given by the supervisor before use. All such prior approval shall be in writing. Exception to such prior approval shall be vehicles, eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the unit member.

C. If a unit member receives any payment from an insurance carrier for any loss, damage or destruction for which the District gave reimbursement, the unit member shall repay the District if such payment from an insurance carrier covers the same loss, damage or destruction covered by the District. The District shall, in addition, have all rights of subrogation; and the unit member shall execute all assignments and other documents and cooperate and perform all other acts as required by the District in pursuing such rights of subrogation.

D. A written request for reimbursement must be filed by the unit member within twenty (20) regularly scheduled work days of the incident with the District. The District shall conduct such investigation as may be necessary.

Working Conditions

A. The district shall provide a safe workplace that protects unit members from physical and emotional violence, sexual harassment, and other threatening behavior from parents, students, the governing board, classified employees, certificated unit members, and district administrators. Unit members shall not be required to work in unsafe working conditions, or engage in activities that endanger their health, safety, or well-being.

B. Bargaining unit members shall notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare, or the physical welfare of students. The immediate supervisor shall investigate the reported unsafe condition and advise the unit member of any findings and suggested corrected action within

five (5) work days. The corrective action shall be initiated and/or corrected within five (5) additional work days.

C. If the unit member identifies the condition as one that poses an imminent threat of danger to the safety of staff or students, the formal response process shall begin immediately. The condition shall be investigated and a determination of action shall be made by the end of the following work day. The matter shall be resolved as soon as possible.

D. The District shall keep all school grounds and facilities free of unwanted rodents, pests, arachnids, and insects such as ants, roaches, and fleas. If pesticides or poisons are used, the District shall notify unit members of the names of the chemicals used at least one week in advance of their use, except in situations where immediate use is necessary the district will notify members within 24 hours. The District shall apply them only at times when unit members and pupils are not present, allowing sufficient time for toxic effects to wear off before humans re-enter the affected area.

E. Each worksite shall have a Site Safety Committee, comprised of a representative from all stakeholder groups including the certificated bargaining unit. Site Safety Committee members shall be recruited jointly by the association and site administrators. The committee shall develop and annually review its discipline, site safety, health, and emergency preparedness plan. The plan shall be distributed to employees at the site on an annual basis. The District Safety Committee shall provide each worksite with general procedures for safety with the site committee overseeing unique site issues. The committee shall make the District aware of any unaddressed safety issues. Unit members serving on site safety committees shall receive release time or the non-student contact hourly rate of pay for committee work.

F. The District shall work with each site safety committee to provide necessary items such as: a telephone in each classroom or major work area, first aid kits containing rubber gloves, walkie-talkies, mouth-to-mouth breathers, flashlight, basic first aid supplies, emergency toileting supplies, and other items which may be unique to a work location such as a bullhorn, AM/FM radio, blankets, water, and food packages.

Pupil Suspension

A. A bargaining unit member may suspend a pupil from her/his class for the day of the suspension and the following day for any act that disrupts or diminishes the education process in accordance with Education Code section 48910 and 48900. This includes willful defiance and disruption provided that other means of correction, as set forth in Education Code 48900.5(b), fail to bring about proper conduct.

B. The unit member shall immediately report the suspension to the site administrator (or their designee) and send the pupil to the administrator (or their designee) for appropriate action.

C. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the bargaining unit member and

the site administrator. The pupil shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled during the same time as the class from which the pupil was suspended.

D. A student may be disciplined with an out-of-school suspension or expulsion, in accordance with Ed Code 48900-48915 for the following reasons:

a. Caused, attempted to cause, or threatened to cause physical injury to another person; or willfully used force or violence against the person of another, except in self-defense
b. Possessed, sold, or otherwise furnished a knife or other dangerous object, except with written permission of the school administrator
c. Unlawfully possessed, used, furnished or been under the influence of a controlled substance, an alcoholic beverage, or an intoxicant of any kind
d. Offered to sell controlled substance and provided look alike substance instead
e. Committed or attempted to commit robbery or extortion
f. Caused or attempted to cause damage to school or private property
g. Stole or attempted to steal school or private property
h. Possessed or used tobacco, or any products containing tobacco or nicotine products
i. Committed an obscene act or engaged in habitual profanity or vulgarity
j. Unlawfully possessed or offered, arranged, negotiated to sell drug paraphernalia
k. Knowingly received stolen school or private property
l. Possessed an imitation firearm
m. Committed or attempted to commit sexual assault or battery as defined in Sections 261, 266c, 286, 287, 288 or 289 of the Penal Code
n. Harassed, threatened or intimidated a student who is a witness in a student discipline proceeding
o. Offered, or arranged/negotiated to sell, or sold the prescription drug Soma
p. Engaged in or attempted to engage in hazing
q. Bullying (including with electronic act), as defined in Education Code 48900
r. Aids or abets (suspension only) as defined in Section 31 of the Penal Code

Physical and Emotional Safety

A. The association and the District agree that unit members and the District have a responsibility to follow state law concerning student discipline.

B. In accordance with Education Code section 49079, the district shall notify unit members of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts defined in Education Code Sections 48900 (excluding subdivision h), 48900.2, 48900.3, 48900.4 or 48900.7. . The District shall provide the information to the bargaining unit member based upon any records from the previous three school years, which the District maintains in its ordinary course of business or receives from a law enforcement agency.

C. Upon receiving a transfer student's records regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform any of the student's teacher(s) that the student was previously suspended or expelled from his/her prior district as soon as reasonably possible. The District shall ensure suspension information is recorded in the Student Information System. The District shall not be held accountable for failure to provide discipline information not disclosed within the transfer request.

D. Any information received by a unit member pursuant to Education Code Section 49079 or otherwise covered in this section, shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

Assault, Insult and Abuse

A. Whenever any unit member is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the employee, and the duty of any immediate supervisor who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred.

B. A member of the governing board, superintendent, or an employee of the district shall not directly or indirectly inhibit or impede the making of the report prescribed by the affected unit member.

C. Unit members may submit a claim in accordance with the Personal Property section of this article, for reimbursements of the costs of repair or replacement of personal property damages as a result of a workplace assault.

D. When absence or disability arises from assault, unit members shall suffer no loss in wages, benefits or leaves in accordance with worker's compensation and other state laws.

E. The District shall provide training on a voluntary basis to unit members requesting training on de-escalation and confliction intervention techniques.

Safe and Secure Learning Environment

A. Pursuant to Education Code Section 51512, the use of any electronic listening or recording device by any person, including a pupil, in any classroom without the prior consent of the teacher and the principal is prohibited.

B. In accordance with a safe and secure learning environment the district shall comply with Education Code 44810.

ARTICLE 14. MILEAGE

Mileage will be paid by the District to unit members that are required to use their vehicles for required home visits and/or other school business, if prior approval is obtained from the unit member's immediate supervisor. The mileage rate shall be adjusted every January 1, to reflect the rate most recently published by the I R S .

ARTICLE 15. OBSERVATION/EVALUATION PROCEDURES

Unit members shall be observed and evaluated by their immediate supervisor and/or designee at each school or administrative site according to the following schedule:

Probationary Employees:	1st set of two formal observations and written evaluation by November 30th 2nd set of two formal observations and written evaluation by March 1st
Permanent Employees:	1st formal observation by November 30th 2nd formal observation by March 1st Final evaluation no later than 30 days before the end of the school year

The District shall determine the need for, the type of, and provide the necessary assistance to unit members for the purpose of improving their teaching competencies. If the immediate supervisor determines that a unit member is not performing his or her dutiesin a satisfactory manner according to the standards prescribed by the Governing Board, the immediate supervisor shall notify the unit member in writing of that fact and describe the unsatisfactory performance. The immediate supervisor shall continue to confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in his or her performance through an assistance plan followed by participation in the Peer Assistance and Review (PAR) program.

A. Observation Procedures.

1. Frequency of Observations. A minimum of two (2) unannounced or announced classroom observations, at least twenty (20) minutes in length each, are required for each evaluation period.

   Additional announced or unannounced observations may be conducted at the immediate supervisor's discretion. The immediate supervisor or unit member may also request outside evaluation assistance from the Educational Services Department Head, if necessary, after the required two observations.

2. All classes may include observations in the areas of reading, language, math and one other subject selected by the immediate supervisor. A lesson plan will be provided by the unit member prior to the observation if requested by the immediate supervisor.

3. The immediate supervisor shall utilize the District approved form ("Observation Form") to compile all observation information. Additional pages may be affixed when necessary, but their addition must be indicated on the Observation Form. The Observation Form shall contain:

   a. The date, time and location of the observation;

b. A description of each area observed; and

c. Suggestions for improvement where appropriate.

4. Within ten (10) days of an observation, the immediate supervisor shall meet with the unit member to discuss the observation and review the Observation Form. The Observation Form shall be signed by both the immediate supervisor and the unit member to indicate that the Observation Form has been reviewed by the unit member. A copy of the Observation Form shall be forwarded to the Human Resources Department Head after the immediate supervisor's conference with the unit member.

5. If the immediate supervisor determines that additional observations and conferences are necessary to maintain the level of competency expected of unit members, the site administrator shall increase the number of observations and conferences.

B. Final Evaluation Procedures

1. Frequency of Evaluation.

Probationary Employees: Unit members with probationary employment status shall be evaluated twice each school year.

a. Unit members who begin employment 30 duty days or less prior to the observation/evaluation deadline, will not be included in that evaluation cycle.

Permanent Employees: Unit members that have attained permanent employment status shall be evaluated at least once every other year.

If a unit member with permanent status receives an unsatisfactory evaluation, the District shall evaluate the unit member each school year until the unit member achieves a satisfactory evaluation or is separated from the District.

Permanent Employees With Ten Years: Unit members that have attained permanent employment status, have been employed at least ten (10) years with the District as of the first duty day of the current school year and whose previous two evaluations rated the employee as meeting or exceeding standards prescribed by the Governing Board, will be evaluated every five years.

This does not eliminate an immediate supervisor's right to informally observe a teacher and make recommendations for improvement. Should an immediate supervisor determine that a unit member is not performing to standard at any time during the five-year period, the immediate supervisor may provide the teacher with notice that formal observations and evaluation will be implemented for the following school year.

The formal observation cycle will commence no later than October of the following school year.

The immediate supervisor shall utilize the District approved form ("Evaluation Form"). Additional pages may be affixed when necessary, but their addition must be indicated on the Evaluation form. The Evaluation Form shall contain a description of the areas evaluated and suggestions for improvement where appropriate.

2. The immediate supervisor shall meet with the unit member to review the Evaluation Form. The Evaluation Form shall be signed by both the site administrator and the unit member to indicate that the Evaluation Form has been reviewed by the unit member. A copy of the Evaluation Form shall be forwarded to the Human Resources Department Head after the immediate supervisor's conference with the unit member.

3. The unit member may prepare a written response to the evaluation, which will be attached to the Evaluation Form.

4. Unit members shall only be evaluated under the CTSP aligned evaluation process for those portions of the CTSP in which the unit member has completed training.

C. Informal Observation by Visitors other than District Administrators

The purpose of this language is to collaborate to minimize disruption to teaching and learning, and to protect the integrity of the evaluation process. In order to accomplish this purpose, the San Ysidro School District and the San Ysidro Education Association agree to the following regarding informal observations by visitors other than District administrators:

1. School administrators will be present during informal observations;

2. Visits to schools by those other than District administrators shall be announced in advance;

3. Information gathered during informal observations with visitors shall not be applied to unit members' evaluations;

4. Feedback from, and information gathered during informal observations will not be disseminated in a manner which identifies unit members on an individual basis, except in those instances in which an individual unit member must be identified in order to obtain a benefits (i.e., special recognition, program incentives, etc…);

5. Informal observers shall not interrupt the teacher or students during instruction; and

6. Informal observations shall not add to, detract, or alter in any way, the agreed upon evaluation procedure in the current collective bargaining agreement between the parties.

ARTICLE 16. SAVINGS PROVISIONS

A. Each provision of the Agreement shall be interpreted and applied in a manner that is consistent with all other provisions of the Agreement.

B. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE 17. CONSULTATION/WORKLOAD

A. CONSULTATION

1. The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. Nothing in this provision shall be construed to limit the right of the District to consult with any employees or employee organizations on any matter outside the scope of representation.

2. The Superintendent and selected management team personnel shall meet once a month with Association Site Representatives and the Association President to insure the smooth implementation of the contract. Association Site Representatives shall be released at the end of the teaching day to attend these meetings.

3. The Association President or his/her designee will have a voting place on the Curriculum Advisory Group (CAG). The District agrees to consider any input provided by CAG.

4. Unit members' input into the design and development of staff development shall be enhanced by assigning a role in such design and development to the Curriculum Advisory Group ("CAG"). All CAG site representatives shall serve two-year terms. The CAG group shall consist of one unit member from each site and one unit member to represent each special assignment teacher group. Each site/group shall elect the representative and an alternate.

B. WORKLOAD

Unit members' workloads have been affected by changes in the instructional program. Both parties recognize the integrity of the contractual work day, and the necessity to assure that duties and responsibilities are adjusted downward when any new program or duty is added.

1. Because of the unique student population of the district, there are many programs, the successful, implementation of which requires the cooperation of unit members and the District administrative staff.

2. For each program the District shall provide:

    a. A brief description of the change in instructional program;

    b. A description of the teachers involved with the change

C. The District agrees to provide opportunity for teacher input prior to adopting educational programs.

D. Approved programs must be prepared for implementation before the first instructional day of each school year.

E. The District shall not establish any programs or procedures which will increase unit members' workload without providing reasonable assistance for unit members to handle this increased workload within the current contractual day.

F. Any materials, tools, and supplies that are required by the District for use in the classroom related to the changes in the content of courses and curriculum shall be provided by the District.

G. Science and Physical Education Enrichment teachers shall have a designated space at each school site to house their materials. They shall have a mailbox at each school site.

ARTICLE 18. COMPENSATION AND FRINGE BENEFITS

A. Compensation.

The certificated salary schedule shall be increased by 3% effective January 1, 2022.

In addition, a 2% off schedule payment shall be issued based on the salary schedule that starts January 1, 2022 for the 2021-2022 school year.

B. Immediately following the ratification of this Agreement by both parties, the following proposed hourly rates shall be effective. The rates shall be paid in accordance with past practice and apply to those professional assignments which occur outside the unit member's contractual duty day and are authorized by the site administrator and approved by the Governing Board. Such assignments would be in-district, unless otherwise authorized by the Superintendent or his/her designee, and the District shall be the sole determiner as to whether the activity is covered by this Article.

Student Contact Time	$40/hour
Non-Student Contact Time	$30/hour

C. Fringe Benefits:

1. Eligible employees may select the type of plan and carrier approved by the District for medical, dental, vision, and life insurance benefits.

2. The District on an annual basis shall establish a "pool" to implement the District's maximum contribution per eligible employee. All eligible District certificated employees shall be placed into one (1) combined pool. The pool shall be equal, on an annualized basis to the product of Nine Thousand Five Hundred Dollars ($9,500) times the number of eligible employees through December 31, 2021. Effective January 1, 2022, the pool shall be equal, on an annualized basis to the product of Ten Thousand Dollars ($10,000) times the number of eligible employees. The utilization of a pool approach shall allow an individual eligible employee to receive a District contribution of less or more than $10,00 per year, but in no event shall the total amount contributed by the District be less than the product $10,000 times the number of eligible employees on an annualized basis. In the event that the total amount in the pool is not sufficient to cover the costs for all eligible employees, the cost in excess of the total amount in the pool shall be paid by eligible employees whose plans exceed $10,000 on a proportionate basis according to the full costs of their respective plans.

3. The District shall allow qualified unit members to enroll in the Medicare program.

4. As long as a single pool for all employees is maintained, the District shall ensure that its contribution to the pool is no less than the current "per employee" contribution, as set forth above in Section D.2, and at least as much as the total annual premium costs

for employee only coverage for health, dental, vision and life in the HMO plans available in each of those categories. The District will also work with its insurance administrator, currently VEBA, to maintain compliance with all provisions of any contract between the District and its insurance administrator.

ARTICLE 19. RETIREMENT BENEFITS

A. Hospital and Medical Insurance for Retired Employees (Premium paid by Employee) Bargaining unit members 55 years of age or older after June 30, 1986, may elect to continue coverage in the District approved health insurance plan, upon retirement. The total costs of the health insurance premium will continue to be paid by the retired employee until reaching the age of 65.

1. A "retired employee" or "retiree" is defined, for purposes of this article, as a bargaining unit member who has retired for service or disability and is eligible for, or is receiving, a retirement allowance from the State Teachers' Retirement System or Public Employees' Retirement System.

2. At the time of retirement, the retiree must be enrolled in a District approved insurance plan with the benefit options desired after retirement.

3. The spouse of the retiree and/or dependents may be covered by the retiree provided they are enrolled as his/her dependents at the time of his/her retirement. Any family member who was the retiree's spouse or dependent but not enrolled at the time of retirement may be enrolled after the time of retirement provided there is no lapse in the retiree's enrollment in the District approved health insurance plan. A new spouse and/or dependent children may be enrolled only if the retiree acquires the new dependents through marriage, birth, and/or adoption after retirement.

4. Death of the retiree automatically cancels the District coverage for the surviving spouse and/or dependents.

5. Coverage for the retiree and any dependents shall cease on the last day of the month in which the retiree attains the age of 65.

6. It is the responsibility of the retiree to inform the District of a change of dependent status within 30 days of such change. Failure of the retiree to report a change will automatically result in loss of benefits. Resultant premium payments by the District will be the liability of the retiree.

7. A maximum of ten (10) monthly premiums must be received in the District business office on or before October 1st of each year.

B. Hospital and Medical Insurance for Retired Employees (Premium paid by District)

A bargaining unit member, 55 years of age or older, who retires on or after June 30, 1999, and has served 15 years in the San Ysidro School District will be eligible for 100% coverage in the current approved health insurance plan. The District will pay the cost of this health premium for retired employees under 65 until the retired employee reaches age 65.

1. Regulations referred to in sections 1 – 6 above are applicable to this plan.

2. When it becomes necessary for an employee to take disability retirement before reaching age 65 he/she will automatically become eligible for this benefit provided he/she has served a minimum of 15 years with the District.

An eligible bargaining unit member under this provision B, who retires and changes residence so that it is impossible for the retired employee to receive continued coverage under the District approved health insurance plan, shall have the option of having the District contribute directly to another health insurance carrier licensed and authorized to conduct business at the new residence of the retired employee. The District's contribution shall be the same amount as its contribution to the District approved health insurance plan. The retired employee shall give at least ninety (90) days prior written notice to the District of the desire to exercise the option under this provision 3.

ARTICLE 20: PERSONNEL FILES

A. Unit members, or a representative designated by the unit member, shall be entitled to inspect and obtain copies of materials in their personnel files, except for ratings, reports or records which were obtained prior to the employment of the unit member, or as otherwise excluded by law.

B. The term "disciplinary action" shall be defined as: (a) written reprimands, warnings or directives or any other written notices and information of a derogatory nature that reflect negatively on a unit member's performance which are placed in the employee's personnel file; or (b) written notices of unprofessional conduct, including persistent refusal to obey District regulations and a notice of evident unfitness for service.

C. Disciplinary action as defined in this article shall be taken only for just cause. The District shall take a corrective rather than punitive approach to discipline. Disciplinary action shall be progressive in nature, but the District may move immediately to higher levels of discipline for serious violations or major infractions.

D. Disciplinary action, shall not be entered or filed in the unit member's personnel file unless, and until, the unit member is given notice and an opportunity to review and comment thereon. Disciplinary action shall not be placed in the unit member's personnel file until ten (10) days after notification. A unit member shall have the right to respond or comment on any derogatory statement filed in his or her personnel file. Said response shall be attached to the derogatory statements.

E. Disciplinary action shall be removed if it was subject to the grievance process and was not sustained.

ARTICLE 21. INTERNS

A. For the purposes of this Article, an intern shall be defined as a bargaining unit member who holds a Short Term Staffing Permit, Provisional Internship Permit, or a District or University Intern credential.

B. Interns shall be placed on the lowest step and range of the certificated salary schedule.

C. The District may employ new interns annually in such numbers as needed in high need areas where fully credentialed, fully qualified applicants could not be found including, but not limited to, special education, psychologists, and speech and language pathologists. Interns cannot displace current unit members occupying such positions.

D. Interns shall have the opportunity to be voluntary participants in the PAR/BTSA Teacher Induction Program delineated in Article 22 of this Agreement.

E. All other terms and conditions of employment covered by this Agreement shall be provided to all interns.

ARTICLE 22. PEER ASSISTANCE AND PEER REVIEW (PAR)

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

A. Joint Committee

1. The Joint Committee shall consist of seven members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators on the Joint Committee.

2. The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present, including at least three unit members and two administrators. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, teachers sitting on the Joint Committee shall receive an annual stipend of $1,500 to compensate for work performed outside the duty day resulting from their service as committee members.

3. The Joint Committee shall be responsible for the following:

   a. Providing annual training for the Joint Committee members, as needed.

   b. Establishing its own rules of procedure, including the method for the selection of a Chairperson.

   c. Selecting the panel of Consulting Teachers

   d. Selecting trainers and/or training providers.

   e. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.

   f. Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site principal.

g. Making available the panel of Consulting Teachers for selection by the Participating Teacher.

h. Adopting Rules and Procedures to the effect of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

i. Making available a copy of the adopted Rules and Procedures to bargaining unit members and administrators, upon request.

j. Establishing application procedures for those seeking to become a Consulting Teacher.

k. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR, the budget available and other relevant considerations.

l. Reviewing the final report prepared by the Consulting Teacher and making annual recommendations to the Governing Board regarding the progress of each Referred Participating Teacher in the PAR Program.

m. Evaluating annually the impact of the PAR Program in order to improve the program.

n. Reviewing and updating the Rules and Procedures within the first trimester of each school year.

o. Distributing at the beginning of each school year, information regarding the services and positions available through the program to all bargaining unit members and administrators.

4. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.

5. Implementation of the program shall be guided by the Rules and Procedures adopted by the Joint Committee.

B. Participating Teachers

1. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management,

knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. An unsatisfactory final evaluation occurs when no less than three (50%) of the six standards for teaching professionals are marked unsatisfactory on the final evaluation. The process of the referral of teachers with an unsatisfactory final evaluation to the Join Committee will be the responsibility and function of the Human Resources Department and shall be completed within the last 20 days of the school year so that the Join Committee will have appropriate time to arrange for the assignment of a Consulting Teacher for the Referred Participating Teacher for assistance during the subsequent school year. Priority to receive assistance from Consulting Teachers shall be given to Referred Participating Teachers.

2. A Volunteer Participating Teacher is a teacher with permanent status who can benefit from the substantial assistance available through the PAR Programs as determined by the Joint Committee. An evaluator may recommend that a permanent teacher participate as a volunteer. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or participation in the PAR Program at any time. By a majority vote, a teacher shall be approved by the Joint Committee to receive assistance as a Volunteer Participating Teacher only if (and only for the period that) the Joint Committee determines that the program has sufficient capacity to serve the teacher.

3. With the approval of the Joint Committee: (1) a Referred Participating Teacher may select his or her Consulting Teacher from the list of Consulting Teachers provided by the Joint Committee; and (2) a different Consulting Teacher may be selected to work with the Participating Teacher or the Consulting Teacher. The Joint Committee shall approve selections after considering the preferences of the Referred Participating Teacher and Consulting Teacher, and shall attempt to reasonably accommodate those preferences.

4. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and shall not be shared with others, including the site principal, the evaluator or the Joint Committee, without the written consent of the Volunteer Participating Teacher.

5. A Referred Participating Teacher has the right be represented throughout these procedures by the Association representative of his or her choice. The preceding sentence is not intended to limit any existing right of unit members to be represented by an Association representative.

C. Consulting Teacher

1. A Consulting Teacher is a teacher who provides assistance to a Referred Participating Teacher or Volunteer Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications for appointment as a Consulting · Teacher:

   a. A permanent credentialed classroom teacher working at least 60% of the time in direct student instruction during each of the last two years prior to accepting his or her assignment as a Consulting Teacher (K-8 Classroom Teachers, Reading Teachers, or Bilingual Resource Teachers).

   b. At least (5) five years of recent teaching experience in classroom instruction.

   c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

2. In filling a position of Consulting Teacher, each applicant is required to submit the names of three references that shall be contacted by the Joint Committee. Each reference shall have specific knowledge of the applicant's expertise. At least one reference shall be the applicant's immediate supervisor (or- if the immediate supervisor has not served in that capacity for at least one year - an administrator selected by the applicant who is currently employed by the District or was with the District within the last two years). At least one reference shall be either a classroom teacher or an Association representative.

   All references shall be treated with confidentiality.

3. Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations by the Joint Committee.

4. In the event that a unit member is selected as a member of the Consulting Teacher panel but subsequently is moved from the bargaining unit, he/she shall be dropped from the program.

5. A Consulting Teacher shall be provided release time to the extent necessary to carry out his or her required functions. The term of the Consulting Teacher shall be three (3) years. While serving as a Consulting Teacher, the unit member must continue to teach at least 60% of the time in direct student instruction (i.e. service as a K-8 Classroom Teacher, Reading Teacher or Bilingual Resource

Teacher).

6. The Joint Committee may annually approve conferences or training to assist a Consulting Teacher in his or her work with the Participating Teachers or to allow the Participating Teacher to attend beneficial conferences or to take appropriate training. All allocations and expenditures by the Joint Committee shall be made within and in accordance with its budget.

7. Upon selection, the Consulting Teacher shall receive a one-time stipend of $500. In addition to the regular salary, a Consulting Teacher shall receive an annual stipend of $3,000 for each Referred Participating Teacher and $1,500 for each Volunteer Participating Teacher assigned to the Consulting Teacher. The stipend shall be prorated if the Consulting Teacher works with the Referred Participating Teacher or Volunteer Participating Teacher for less than a full year. The reduction and proration, however, shall not occur when a Consulting Teacher works with Referred Participating Teacher for a partial year because the Referred Participating Teacher successfully completes the PAR Program in less than one year.

8. Consulting Teachers shall have responsibility for no more than three (3) Volunteer Participating Teachers or two (2) Referred Participating Teachers, Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

9. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan, and a process for determining completion of the PAR Program.

10. The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

11. The consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.

12. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until the Consulting Teacher recommends to the Joint Committee that the teaching performance of the Referred Participating Teacher is satisfactory, or the Joint Committee determines that the Referred Participating Teacher, after sustained assistance, has not been able to demonstrate satisfactory improvement. A copy of the Consulting Teacher's

report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee by the date set by the Joint Committee. The Referred Participating Teacher shall have fifteen (15) days to respond in writing to the final report of the Consulting Teacher before it is considered by the Joint Committee. The response shall be attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

13. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.

14. Consulting Teachers shall be reimbursed for all travel expenses on the basis of the IRS mileage rate.

D. BTSA Support Provider

1. A BTSA Support Provider is a teacher selected by the Joint Committee to provide support to Beginning Teachers who have enrolled in an agency sponsored program to clear their preliminary credential. Agencies include any California credentialing authority with an approved Beginning Teacher Support Program such as local universities and/or the San Diego County Office of Education. Any applicant for a BTSA Support Provider shall satisfy the minimal requirements set by the then-applicable law and/or regulations. The selection process shall conform to applicable requirements and any consistent rules adopted by the Joint Committee. The application process shall also satisfy the requirements of programs C.2, C.3 and C.4.

2. The Joint Committee may fill a full-time BTSA Support Provider position with a qualified applicant. The term of this position shall be either two or three years, as determined by the Joint Committee. A teacher may not serve a second term as a full-time BTSA Support Provider unless the terms are separated by at least two years. The applicant must:

   a. Be a permanent credentialed classroom teacher working at least 60% of the time in direct student instruction during each of the last two years prior to accepting his or her assignment (K-8 Classroom Teacher, Reading Teacher, or Bilingual Resource Teacher).

b. Have at least (5) five years of recent teaching experience in classroom instruction.

c. Demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

3. The Joint Committee, if necessary, may also select additional unit members to be BTSA Support Providers. Each additional support provider shall have responsibly for no more than three (3) Beginning Teachers. They shall be provided release time to the extent necessary to carry out his or her functions. The term shall be three years.

4. The full-time BTSA Support Provider shall be compensated by the agency that the Beginning Teacher has commissioned to clear their preliminary credential and at the rate established by the agency. The Beginning Teacher will be solely responsible for the enrollment in, payment for, and completion of an agency sponsored program to clear the preliminary credential.

5. The BTSA Support Provider shall comply with all regulations with respect to the type and frequency of support for the Beginning Teacher, and shall complete all required forms, paperwork, or other documentation of support services.

6. BTSA Support Providers shall be assigned to Beginning Teachers by the Joint Committee.

E. The District shall provide unit members serving under this Article with protection from liability and access to defense as required by the California Peer Assistance and Review Program for Teachers (Education Code 44500 et. seq.).

F. Legal requirements

1. The parties agree that this PAR program must comply with applicable law.

2. If state funding for the PAR program is discontinued, the program shall be discontinued.

G. Functions performed pursuant to this Article by bargaining unit employees shall not constitute their management or supervisory functions. The Consulting Teachers and BTSA Support Providers shall continue to have all rights of bargaining unit members.

ARTICLE 23. YEAR ROUND EDUCATION PROGRAM

A. The District and the Association acknowledge that the District does not currently utilize a year round education calendar at any of its school sites. The Association agrees that the District retains the right to establish and implement an annual year round education calendar. Should the District decide to establish an annual year round education calendar, the District and the Association agree to meet and negotiate the effect of such a decision on matters within the scope of the Association's representation that are not otherwise addressed by this Article 23.

B. If the District determines that a unit member needs to work additional days in the unit member's current position, the unit member shall receive pro rata salary based on the unit member's regular annual salary divided by the annual number of work days (daily rate). Any position to have such additional work days shall be offered to the unit member in the position. The number of additional work days in any year shall not exceed twenty.

C. Any unit member who is employed as a substitute on a day that is not a regularly assigned work day for the unit member shall be paid at the regular rate for a substitute. No unit member may work as a substitute on a day that is a regularly assigned work day for the unit member.

ARTICLE 24. PUBLIC COMPLAINTS

A. This Article shall govern public complaints about unit members including complaints made by parents, guardians, members of the public, other certificated bargaining unit members, and pupils.

B. The District shall encourage parents, guardians, members of the public, and other certificated bargaining unit members to resolve concerns through personal discussions with unit members before filing formal written complaints. If the complainant requests a meeting, the unit member and complainant shall meet at a mutually convenient time.

C. Within five (5) duty days of learning of a verbal or written complaint, the site administrator/supervisor shall notify the unit member against whom the complaint is lodged. Where such time as the public complaint is submitted before a break (fall/spring/summer), the five (5) duty days shall toll during the break period. The supervisor shall make an effort to resolve such concerns and complaints immediately. Resolution of verbal or written concerns or complaints shall include notification to the unit member that indicates:

1. The concern or complaint was without merit and dropped; or

2. The concern or complaint had merit and was resolved; or

3. Further action may be taken pursuant to this or other appropriate articles of this Agreement.

If steps under Section 24, C are not followed in regards to verbal or written concerns or complaints, these concerns or complaints shall not be used in evaluation or Disciplinary Action, as defined in Article 20.

D. Should the site administrator/supervisor or involved unit member conclude that the allegations in the public complaint warrant a meeting (and a meeting has not already occurred under 24.B.), the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant at a mutually convenient time. If necessary, a language interpreter agreed upon by the unit member and the complainant will also be allowed to attend the meeting. In the event the immediate supervisor or any other administrator presides over the meeting, the unit member shall have the right to attend the meeting with a representative of the bargaining unit present. If the unit member chooses to exercise this right, he or she shall notify the administrator/ immediate supervisor of the unit member's intention to attend the meeting with the representative present. Where the unit member reasonably believes that the meeting will result in disciplinary action, the representative may be present to assist the employee; however, the District has the discretion to require the unit member to provide his or her own account

of the events giving rise to the public complaint.

E. Should the unit member decline to engage in a meeting under section D of this Article, the unit member shall inform the site administrator/supervisor in writing within 24 hours of the request for such a meeting. Declining to meet with the complainant shall not be a presumption of guilt nor innocence to the allegations.

F. If the bargaining unit member against whom the concern or complaint was lodged requests a response in writing, a response shall be provided at the conclusion of the investigation.

Where such concerns or complaints are not resolved within ten (10) duty days after notification of the unit member, such concerns or complaints shall be either dropped or the procedures below shall be invoked.

1. Within thirty (30) duty days after the complaint surfaced, the administrator/immediate supervisor shall present a full report regarding the investigation, including copies of all statements and other relevant documents, to the unit member, Superintendent or his/her designee. Where disciplinary action will be taken against the unit member, a copy of the report and all statements and documents upon which the disciplinary action relies shall be provided to the unit member prior to the implementation of any disciplinary action.

2. A bargaining unit member has the right to a conference with the immediate supervisor to discuss the resolution of any complaint filed under this article.

3. The Superintendent or his/her designee shall make the determination as to the disposition of the matter, as soon as is reasonably possible and in no event later than ten (10) duty days after the receipt of the report. The complainant shall then be informed of the disposition of the matter.

4. If all steps under 24. F are not followed in regards to verbal or written concerns or complaints, then these concerns or complaints shall not be used in evaluation or Disciplinary action, as defined in Article 20.

5. Materials may not be placed in a unit member's personnel file without the unit member first receiving a copy of the material. The unit member shall have the right to attach a statement to any material that is placed in the file. This does not preclude the unit member from filing a grievance regarding this matter under Article 7, Grievance Procedure, of this Agreement.

G. The unit member shall have the right to enter and have attached to the complaint his or her own comments thereon. The unit member shall be permitted to review the complaint

during normal business hours, and the unit member shall be released from duty for that purpose without salary reduction.

H. All information or proceedings regarding any complaint shall be kept confidential as required by law.

I. This Article is inapplicable to any complaint that involves alleged civil or criminal misconduct, is subject to investigation by law enforcement or other governmental agency, or involves allegations related to sexual harassment and/or discrimination.

ARTICLE 25. EFFECT OF AGREEMENT

A. The District and the Association mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. Additionally, if legislation is passed that impacts the terms and conditions of this Agreement, the District and the Association agree to meet and negotiate the impact of such legislation.

B. The District and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. The District agrees during the term of this Agreement that it shall not reduce, change or eliminate any working condition within the scope of collective bargaining as defined by the Government Code without first notifying the Association in writing and, if requested, negotiating the issue with the Association.

C. The Association hereby clearly and unequivocally waives all of its rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this agreement.

ARTICLE 26. SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement of the District and the Association.

ARTICLE 27. NEW BARGAINING UNIT MEMBER BASIC ORIENTATION INFORMATION

A. New Bargaining Unit Member Orientation

1. "New Employee Orientation" means the onboarding process of a newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.

2. The District shall provide SYEA mandatory access to its new employee orientations. SYEA shall not receive less than ten (10) days' notice in advance of any such orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable. Every new unit member shall have either a group orientation or one-on-one orientation. To the extent possible, the District shall collaborate with the Association regarding the logistics, time, place, and agenda of orientations.

   i. In the event the District conducts a group orientation, SYEA shall have up to (1.5) hours for up to two (2) SYEA representatives selected by SYEA of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration and personnel will excuse themselves during Association time.

   ii. In the event the District conducts one-on-one orientations with new employees, SYEA shall have up to 1 hour for one (1) SYEA representative to conduct its own orientation session. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration and personnel will excuse themselves during Association time.

   iii. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

   iv. The specified Association members shall have District-paid release time to attend and participate in the new bargaining unit member orientations/onboarding meetings, if any orientation/onboarding meeting is held during contractual work hours. This time is in addition to the time afforded to the Association in Article 8, Section L Leaves.

v. New bargaining unit members shall be paid their hourly per-diem rate, based on their annual salary, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

B. New Bargaining Unit Member Information

The following new bargaining unit member information shall be delivered to the Association president and the Membership Chair in digital Excel format and hard copy, no later than 30 days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers – work, home, and cellular on file
4. Personal (non-District) Email Addresses on file
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)

C. Bargaining Unit Member Information

In addition, the District shall also provide SYEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information shall be provided to the Association president and the Membership Chair the following information in digital Excel format for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers – work and cellular on file
4. Personal (non-District) Email Addresses on file
5. School Site
6. Grade Level/Assignment

7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. An indication of whether the District is deducting dues for membership

D. Dispute Resolution

Violations of this article shall be subject to the grievance and arbitration article of the Collective Bargaining Agreement between the parties.

ARTICLE 28. TERM

A. This Agreement shall be effective through June 30, 2023 subject to the parties' right to negotiate as provided below.

B. In each year covered by this agreement each party may reopen two articles in addition to Article 18. Compensation and Fringe Benefits.

EXECUTION OF THE AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date indicated below:

APPROVED by formal action
of the Board of Trustees
of the San Ysidro School District on

Date: _____

For the Board of Trustees

President_____

_____

_____

_____

_____

APPROVED by the Association
on

Date: _____

For the Association

President_____

_____

_____

_____

_____

APPENDIX A
SALARY RULES AND REGULATIONS

A. Bargaining unit members shall be paid a salary based upon the corresponding salary schedule irrespective of class size, specialized nature of the class, number of hours per day of actual work, or hours needed for successful preparation in accordance with Article 5, Article 10 and Article 11 of the existing Agreement between the bargaining unit and the District.

B. The Superintendent or his/her designee shall make the initial salary placement of certificated employees upon the appropriate range and step in accordance with the policies, regulations, and other regulatory legislation affecting District salaries.

C. Effective beginning with the 1997-98 school year, and to be applied prospectively, public, private school, Peace Corp, Vista, Teacher Corp, or military based school K-12 classroom teaching experience shall be granted credit for experience if such experience was accompanied by a valid California Teaching Credential, valid Reciprocal credential, or a valid State (U.S.) teaching credential accompanied by a bachelor, master, or doctoral degree. Appropriate Grade placement shall be made in accordance with the units and degree requirements, appearing on the Board approved salary schedule, regulating the salary schedule Grade placement.

D. Initial placement on the salary schedule shall be reviewed with the teacher within ten (10) duty days after District's receipt of his/her transcripts. The teacher shall bear the responsibility for providing the District with an official copy of the college/university transcripts for initial salary placement prior to beginning employment. All transcripts must be from an institution of higher learning accredited by the Western Association of Schools and Colleges, or a regional Association affiliate.

E. Initial and subsequent placement credit on the salary schedule shall be governed by those units obtained after the teacher receives their B.A. or B.S. degree. Credit shall only be given for course work denoting satisfactory course completion. Official verification of satisfactory course work completion shall be the responsibility of the member seeking salary schedule credit.

F. Salary schedule credit shall not be given for any undergraduate or graduate courses where the course identification number, title, and content are the same. If the teacher seeks salary credit for duplicated course work (same identification number, title and content) it shall be incumbent upon the member to obtain written verification from the college/university admission and records office and the academic department head that the course content differed.

G. After initial salary schedule placement, salary schedule credit shall be given for all graduate and undergraduate academic coursework directly associated with Board approved and/or recognized District programs, curriculum, professional development

in the field of elementary or secondary education.

H. For the purpose of obtaining salary schedule credit, all coursework credit received by the District Human Resources Department shall be effective the first of the following month.

I. Permit teachers obtaining their A.A. or B.A. degree shall receive salary schedule credit for advancement on the Permit Teacher's Salary Schedule as per this Agreement.

J. Members are encouraged to contact the Human Resources Department immediately if they have been improperly placed on the salary schedule. The members may, after consulting with the Human Resources Department regarding salary schedule placement, file a grievance if it is still believed that the Human Resources Department is in error.

K. Salary schedule credit may be given for teaching if the teacher has substituted for a minimum of 75% of the school year in a continuous assignment. The credit shall be given in accordance with the Education Code.

L. Permit Teachers who are employed as regular K-8 teachers shall be granted up to five (5) years' experience (on a year to year basis) for teaching in the San Ysidro School preschool program.

M. Unit members must have rendered paid service for 75% or more of the number of days in the regular school year to be eligible for full credit at initial placement and to advance one vertical step on the salary schedule each year.

APPENDIX B
CLAD/BCLAD COMPENSATION

A. BCLAD Stipend

Beginning the 2019-2020 school year, a member of the bargaining unit who holds a valid teaching credential and who has acquired bilingual proficiency, as evidenced by the acquisition of a Specialist Credential in Bilingual Cross-cultural Instruction, Bilingual Certificate of Competence, Multiple Subject Teaching Credential with Bilingual Cross-cultural Emphasis, Bilingual Cross-cultural, Language, and Academic Development (BCLAD) authorization, or equivalent, issued by the Commission on Teacher Credentialing, shall receive an annual stipend of $1,400.

B. A unit member who holds a Services Credential and who has acquired bilingual proficiency as evidenced by successfully completing the Bilingual Cross-cultural Language and Academic Development (BCLAD) Examination or equivalent as determined by the District, shall receive an annual stipend of $1,400.

C. CLAD Stipend

A member of the bargaining unit who holds a valid teaching credential and has acquired the Language Development Specialist Certificate, the Cross Cultural, Language, Academic Development Authorization, or equivalent, shall receive an annual stipend as follows:

1. A unit member that is receiving the CLAD stipend as of July 1, 2007 shall continue to receive an annual stipend of $500.

2. A unit member employed by the District after January 1, 2008 shall not receive an annual stipend for CLAD.

Any such credential or certificate must be on file with the Human Resources Department and recorded with the California Department of Education, San Diego County. Failure to comply with this requirement shall result in a forfeiture of the "CLAD/BCLAD Compensation" for the period of time in which the credential or certificate is not current and valid.

This provision does not apply to preschool or child care permit teachers.

APPENDIX C

San Ysidro School District
Teacher Schedule
Salary Administration Plan 003
Annual

Step	Range 1	Range 2	Range 3	Range 4	Range 5
1	$ 53,451.15	$ 53,451.15	$ 56,095.09	$ 58,927.15	$ 61,794.76
2	$ 53,451.15	$ 53,451.15	$ 58,410.98	$ 61,271.71	$ 64,166.85
3	$ 53,451.15	$ 57,909.72	$ 60,736.04	$ 63,612.83	$ 66,528.61
4	$ 57,400.43	$ 60,206.10	$ 63,054.22	$ 65,945.92	$ 68,893.82
5	$ 59,678.46	$ 62,501.34	$ 65,382.72	$ 68,299.65	$ 71,260.18
6	$ 61,946.17	$ 64,811.49	$ 67,703.19	$ 70,643.07	$ 73,629.97
7	$ 64,224.20	$ 67,105.58	$ 70,025.96	$ 72,988.77	$ 76,000.91
**8	$ 66,503.38	$ 69,401.96	$ 72,346.43	$ 75,331.04	$ 78,356.94
9	$ 68,787.15	$ 71,708.67	$ 74,670.34	$ 77,676.75	$ 80,727.89
+10	$ 71,065.18	$ 74,005.05	$ 76,997.70	$ 80,020.16	$ 83,096.53
11	$ 71,065.18	$ 76,303.73	$ 79,312.43	$ 82,364.72	$ 85,465.18
^12	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 84,710.43	$ 87,832.68
13	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 89,408.72	$ 90,194.45
14	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 89,408.72	$ 95,069.39
15	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 89,408.72	$ 95,069.39
16	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 89,408.72	$ 95,069.39
17	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 92,627.33	$ 98,491.03
18	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 92,627.33	$ 98,491.03
19	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 92,627.33	$ 98,491.03
20	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 92,627.33	$ 98,491.03
21	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 95,962.94	$ 102,036.54
22	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 95,962.94	$ 102,036.54
23	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 95,962.94	$ 102,036.54
24	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 95,962.94	$ 102,036.54
25	$ 71,065.18	$ 76,303.73	$ 81,637.49	$ 99,416.69	$ 105,710.53

Grade 1 Valid California Credential - Bachelor's Degree
** Maximum increment for Bachelor's Degree
+ Maximum increment for Bachelor's Degree plus 15 semester units

Grade 2 Valid California Credential - Bachelor's Degree plus 30 semester units

Grade 3 Valid California Credential - Bachelor's Degree plus 45 semester units or Master's Degree
^ Step 12 maximum step without Master's Degree

Grade 4 Valid California Credential - Bachelor's Degree plus 60 semester units

Grade 5 Valid California Credential - Bachelor's Degree plus 60 semester units including Master's Degree

Annual Stipends effective 07/01/2019

$	1,400.00	BCLAD stipend for unit members holding a BCLAD credential
$	1,000.00	SPED stipend for unit members holding a valid SPED credential and serving in a SPED assignment
$	500.00	CLAD stipend for unit members hired before 07/01/07 and holding CLAD credential

Effective: 01/01/2022 3% increase from 2020-2021
Board approved:

San Ysidro School District
Itinerant Schedule
Salary Administration Plan 003
Annual

Step	Range 1	Range 2	Range 3	Range 4	Range 5
1	$ 54,888.01	$ 54,888.01	$ 57,603.03	$ 60,511.21	$ 63,455.91
2	$ 54,888.01	$ 54,888.01	$ 59,981.16	$ 62,918.80	$ 65,891.76
3	$ 54,888.01	$ 59,466.43	$ 62,368.73	$ 65,322.85	$ 68,317.02
4	$ 58,943.45	$ 61,824.55	$ 64,749.22	$ 67,718.66	$ 70,745.81
5	$ 61,282.72	$ 64,181.48	$ 67,140.32	$ 70,135.66	$ 73,175.77
6	$ 63,611.39	$ 66,553.73	$ 69,523.17	$ 72,542.07	$ 75,609.27
7	$ 65,950.66	$ 68,909.49	$ 71,908.37	$ 74,950.84	$ 78,043.95
**8	$ 68,291.10	$ 71,267.61	$ 74,291.22	$ 77,356.07	$ 80,463.31
9	$ 70,636.26	$ 73,636.32	$ 76,677.61	$ 79,764.83	$ 82,897.99
+10	$ 72,975.53	$ 75,994.44	$ 79,067.53	$ 82,171.24	$ 85,330.31
11	$ 72,975.53	$ 78,354.91	$ 81,444.49	$ 84,578.82	$ 87,762.63
^12	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 86,987.59	$ 90,193.78
13	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 91,812.18	$ 92,619.03
14	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 91,812.18	$ 97,625.02
15	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 91,812.18	$ 97,625.02
16	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 91,812.18	$ 97,625.02
17	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 95,117.31	$ 101,138.63
18	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 95,117.31	$ 101,138.63
19	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 95,117.31	$ 101,138.63
20	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 95,117.31	$ 101,138.63
21	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 98,542.59	$ 104,779.46
22	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 98,542.59	$ 104,779.46
23	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 98,542.59	$ 104,779.46
24	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 98,542.59	$ 104,779.46
25	$ 72,975.53	$ 78,354.91	$ 83,832.05	$ 102,089.18	$ 108,552.21

Grade 1 Valid California Credential - Bachelor's Degree
** Maximum increment for Bachelor's Degree
+ Maximum increment for Bachelor's Degree plus 15 semester units

Grade 2 Valid California Credential - Bachelor's Degree plus 30 semester units

Grade 3 Valid California Credential - Bachelor's Degree plus 45 semester units or Master's Degree
^ Step 12 maximum step without Master's Degree

Grade 4 Valid California Credential - Bachelor's Degree plus 60 semester units

Grade 5 Valid California Credential - Bachelor's Degree plus 60 semester units including Master's Degree

Annual Stipends effective 07/01/2019

$	1,400.00	BCLAD stipend for unit members holding a BCLAD credential
$	1,000.00	SPED stipend for unit members holding a valid SPED credential and serving in a SPED assignment
$	500.00	CLAD stipend for unit members hired before 07/01/07 and holding CLAD credential

Effective: 01/01/2022 3% increase from 2020-2021
Board approved:

APPENDIX D

San Ysidro School District
Certificated Permit Teacher Schedule
Salary Administration Plan 004
Annual

Step	Range 1	Range 2	Range 3	Range 4
1	$ 30,813.07	$ 32,033.53	$ 33,263.16	$ 34,490.50
2	$ 32,033.53	$ 33,263.16	$ 34,490.50	$ 35,704.07
3	$ 33,263.16	$ 34,490.50	$ 35,704.07	$ 36,930.26
4	$ 34,490.50	$ 35,868.10	$ 36,930.26	$ 38,162.19
5	$ 35,704.07	$ 36,930.26	$ 38,162.19	$ 39,384.94
6	$ 36,930.26	$ 38,162.19	$ 39,384.94	$ 40,624.90
7	$ 38,162.19	$ 39,384.94	$ 40,624.90	$ 41,844.20
8	$ 38,162.19	$ 40,624.90	$ 41,844.20	$ 43,065.81
9	$ 38,162.19	$ 40,624.90	$ 43,065.81	$ 44,329.85
10	$ 38,162.19	$ 40,624.90	$ 44,329.85	$ 45,599.63
11	$ 38,162.19	$ 40,624.90	$ 44,329.85	$ 45,599.63
12	$ 38,162.19	$ 40,624.90	$ 44,329.85	$ 45,599.63
13	$ 38,162.19	$ 40,624.90	$ 44,329.85	$ 45,599.63
14	$ 38,162.19	$ 40,624.90	$ 44,329.85	$ 45,599.63
15	$ 38,162.19	$ 40,624.90	$ 44,329.85	$ 45,599.63
16	$ 38,162.19	$ 40,624.90	$ 44,329.85	$ 45,599.63
17	$ 38,162.19	$ 40,624.90	$ 45,925.39	$ 47,239.90
18	$ 38,162.19	$ 40,624.90	$ 45,925.39	$ 47,239.90
19	$ 38,162.19	$ 40,624.90	$ 45,925.39	$ 47,239.90
20	$ 38,162.19	$ 40,624.90	$ 45,925.39	$ 47,239.90
21	$ 38,162.19	$ 40,624.90	$ 47,579.43	$ 48,940.97
22	$ 38,162.19	$ 40,624.90	$ 47,579.43	$ 48,940.97
23	$ 38,162.19	$ 40,624.90	$ 47,579.43	$ 48,940.97
24	$ 38,162.19	$ 40,624.90	$ 47,579.43	$ 48,940.97
25	$ 38,162.19	$ 40,624.90	$ 49,291.97	$ 50,702.83

Grade 1 Permit Teacher

Grade 2 Permit Teacher with A.A. Degree leading to B.A. Degree

Grade 3 Permit Teacher with A.A. Degree plus 30 semester units leading to B.A. Degre

Grade 4 Permit Teacher with B.A. Degree

Effective: 01/01/2022 3% increase from 2020-2021
Board approved:

APPENDIX E
DISTRICT STIPENDS

SAN YSIDRO SCHOOL DISTRICT
EXTRACURRICULAR DISTRICT STIPENDS

ACTIVITY	STIPEND	SITE
Associated Student Body	$1,500.00	All Middle Schools
Music Director	$1,500.00	All Middle Schools
After School Intramural Sports*	$1,500.00	All Middle Schools
After School Intramural Sports*	$800.00	Elementary Schools
Clubs	$800.00	All Schools
Visual & Performing Arts	$1,500.00	All Schools
Spelling Bee Coordinator	$400.00	All Schools
Site Technology Coordinator	$1,500.00	All Schools
6th Grade Camp	$100.00 per day	All Schools

*Excluding Pathway Program activities.
Revised effective 07/01/2018

APPENDIX F
CALENDARS

2022 SAN YSIDRO SCHOOL DISTRICT TEACHER WORK CALENDAR 2023

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July					1			7/4 - In lieu of Independence Day - Legal Holiday	
2022	4	5	6	7	8			7/20 - Staff Development	
	11	12	13	14	15			7/21 - AM Staff Development - PM Teacher Prep	
	18	19	20	21	22			7/22 - Teacher Prep	
	25	26	27	28	29	5	8	7/25 - First Day for Students	Staff Mtg./Principal Directed
August	1	2	3	4	5				Tch. Prep/Individual Planning
2022	8	9	10	11	12				Grade Level/Teacher Collaboration
	15	16	17	18	19				Tch. Prep/Individual Planning
	22	23	24	25	26				Staff Mtg./Principal Directed
	29	30	31			23	23		
September				1	2				CCSS PLC/Principal Directed
2022	5	6	7	8	9			9/5 - Labor Day - Legal Holiday	Grade Level/Teacher Collaboration
	12	13	14	15	16				Tch. Prep/Individual Planning
	19	20	21	22	23			9/19 - 9/30 Fall Break	
	26	27	28	29	30	11	11		
October	3	4	5	6	7			10/3 - AM Staff Development - PM Teacher Prep	Staff Mtg./Principal Directed
2022	10	11	12	13	14			10/4 - Students Return	Grade Level/Teacher Collaboration
	17	18	19	20	21			10/7 - Progress Report #1 (middle schools)	Tch. Prep/Individual Planning
	24	25	26	27	28			10/17 - 10/21 Preschool Parent Conferences	Staff Mtg./Principal Directed
	31					20	21		
November		1	2	3	4			11/4 - End of first trimester (63 days - elementary schoo	CCSS PLC/Principal Directed
2022	7	8	9	10	11			11/11 - Veteran's Day - Legal Holiday	
	14	15	16	17	18			11/14 - 11/18 Parent Conferences	
	21	22	23	24	25			11/24 - Thanksgiving Legal	
	28	29	30			16	16	11/25 - Local Holiday	
December				1	2				Staff Mtg./Principal Directed
2022	5	6	7	8	9			12/16 - End of first semester (87 days - middle schools)	Grade Level/Teacher Collaboration
	12	13	14	15	16			12/19 - 1/6 Winter Break	Tch. Prep/Individual Planning
	19	20	21	22	23			12/23 - 12/26 Declared and Legal Holidays	
	26	27	28	29	30	12	12	12/29 - 12/30 - Declared Holidays	
January	2	3	4	5	6			1/2 - In lieu of New Year's Day - Legal Holiday	
2023	9	10	11	12	13			1/9 - AM Staff Development - PM Teacher Prep	Staff Mtg./Principal Directed
	16	17	18	19	20			1/10 - Students Return	Grade Level/Teacher Collaboration
	23	24	25	26	27			1/16 - Martin Luther King Jr. - Legal Holiday	Tch. Prep/Individual Planning
	30	31				15	16		
February			1	2	3				Staff Mtg./Principal Directed
2023	6	7	8	9	10				Grade Level/Teacher Collaboration
	13	14	15	16	17			2/17 - Lincoln Day - Legal Holiday	
	20	21	22	23	24			2/20 - Washington Day - Legal Holiday	Tch. Prep/Individual Planning
	27	28				18	18		
March			1	2	3			3/3 - End of second trimester (60 days - elementary sch	Staff Mtg./Principal Directed
2023	6	7	8	9	10			3/10 - Progress Report #2 (middle schools)	Tch. Prep/Individual Planning
	13	14	15	16	17			3/13 - 3/17 Parent Conferences	
	20	21	22	23	24			3/20 - 3/31 Spring Break	
	27	28	29	30	31	13	13	3/30 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April	3	4	5	6	7			4/3 - Students Return	Staff Mtg./Principal Directed
2023	10	11	12	13	14				Grade Level/Teacher Collaboration
	17	18	19	20	21			4/17 - 4/21 Preschool Parent Conferences	Tch. Prep/Individual Planning
	24	25	26	27	28				Staff Mtg./Principal Directed
						20	20		
May	1	2	3	4	5				CCSS PLC/Principal Directed
2023	8	9	10	11	12				Grade Level/Teacher Collaboration
	15	16	17	18	19				Tch. Prep/Individual Planning
	22	23	24	25	26				Grade Level/Teacher Collaboration
	29	30	31			22	22	5/29 - Memorial Day - Legal Holiday	
June				1	2				Staff Mtg./Principal Directed
2023	5	6	7	8	9			6/7 - End of third trimester (57 days - elementary schools)	
	12	13	14	15	16			6/7 - End of second semester (93 days - middle schools)	
	19	20	21	22	23			6/8 - AM Staff Development - PM Teacher Prep	
	26	27	28	29	30	5	6	6/19 - Juneteenth - Legal Holiday	
						180	186		

First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays School Closed

End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negoti Board Approved:

Subject to modification if required by Collective Bargaining

2022 SAN YSIDRO SCHOOL DISTRICT COUNSELORS 2023

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July					1			7/4 - In lieu of Independence Day - Legal Holiday	
2022	4	5	6	7	8			7/20 - Staff Development	
	11	12	13	14	15			7/21 - AM Staff Development - PM Prep	
	18	19	20	21	22				
	25	26	27	28	29	5	11	7/25 - First Day for Students	Staff Mtg./Principal Directed
August	1	2	3	4	5				
2022	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				Staff Mtg./Principal Directed
	29	30	31			23	23		
September				1	2				CCSS PLC/Principal Directed
2022	5	6	7	8	9			9/5 - Labor Day - Legal Holiday	
	12	13	14	15	16				
	19	20	21	22	23			9/19 - 9/30 Fall Break	
	26	27	28	29	30	11	11		
October	3	4	5	6	7			10/3 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
2022	10	11	12	13	14			10/4 - Students Return	
	17	18	19	20	21			10/7 - Progress Report #1 (middle schools)	
	24	25	26	27	28			10/17 - 10/21 Preschool Parent Conferences	Staff Mtg./Principal Directed
	31					20	21		
November		1	2	3	4			11/4 - End of first trimester (63 days - elementary schoo	CCSS PLC/Principal Directed
2022	7	8	9	10	11			11/11 - Veteran's Day - Legal Holiday	
	14	15	16	17	18			11/14 - 11/18 Parent Conferences	
	21	22	23	24	25			11/24 - Thanksgiving Legal	
	28	29	30			16	16	11/25 - Local Holiday	
December				1	2				Staff Mtg./Principal Directed
2022	5	6	7	8	9			12/16 - End of first semester (87 days - middle schools)	
	12	13	14	15	16			12/19 - 1/6 Winter Break	
	19	20	21	22	23			12/23 - 12/26 Declared and Legal Holidays	
	26	27	28	29	30	12	12	12/29 - 12/30 - Declared Holidays	
January	2	3	4	5	6			1/2 - In lieu of New Year's Day - Legal Holiday	
2023	9	10	11	12	13			1/9 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
	16	17	18	19	20			1/10 - Students Return	
	23	24	25	26	27			1/16 - Martin Luther King Jr. - Legal Holiday	
	30	31				15	16		
February			1	2	3				Staff Mtg./Principal Directed
2023	6	7	8	9	10				
	13	14	15	16	17			2/17 - Lincoln Day - Legal Holiday	
	20	21	22	23	24			2/20 - Washington Day - Legal Holiday	
	27	28				18	18		
March			1	2	3			3/3 - End of second trimester (60 days - elementary sch	Staff Mtg./Principal Directed
2023	6	7	8	9	10			3/10 - Progress Report #2 (middle schools)	
	13	14	15	16	17			3/13 - 3/17 Parent Conferences	
	20	21	22	23	24			3/20 - 3/31 Spring Break	
	27	28	29	30	31	13	13	3/30 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April	3	4	5	6	7			4/3 - Students Return	Staff Mtg./Principal Directed
2023	10	11	12	13	14				
	17	18	19	20	21			4/17 - 4/21 Preschool Parent Conferences	
	24	25	26	27	28				Staff Mtg./Principal Directed
						20	20		
May	1	2	3	4	5				CCSS PLC/Principal Directed
2023	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				
	29	30	31			22	22	5/29 - Memorial Day - Legal Holiday	
June				1	2				Staff Mtg./Principal Directed
2023	5	6	7	8	9			6/7 - End of third trimester (57 days - elementary schools)	
	12	13	14	15	16			6/7 - End of second semester (93 days - middle schools)	
	19	20	21	22	23			6/8 - AM Staff Development - PM Prep	
	26	27	28	29	30	5	8	6/19 - Juneteenth - Legal Holiday	
						180	191		

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negoti

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SAN YSIDRO SCHOOL DISTRICT
PSYCHOLOGISTS

2022 — **2023**

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July					1			7/4 - In lieu of Independence Day - Legal Holiday	
2022	4	5	6	7	8			7/20 - Staff Development	
	11	12	13	14	15			7/21 - AM Staff Development - PM Prep	
	18	19	20	21	22				
	25	26	27	28	29	5	10	7/25 - First Day for Students	Staff Mtg./Principal Directed
August	1	2	3	4	5				
2022	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				Staff Mtg./Principal Directed
	29	30	31			23	23		
September				1	2				CCSS PLC/Principal Directed
2022	5	6	7	8	9			9/5 - Labor Day - Legal Holiday	
	12	13	14	15	16				
	19	20	21	22	23			9/19 - 9/30 Fall Break	
	26	27	28	29	30	11	11		
October	3	4	5	6	7			10/3 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
2022	10	11	12	13	14			10/4 - Students Return	
	17	18	19	20	21			10/7 - Progress Report #1 (middle schools)	
	24	25	26	27	28			10/17 - 10/21 Preschool Parent Conferences	Staff Mtg./Principal Directed
	31					20	21		
November		1	2	3	4			11/4 - End of first trimester (63 days - elementary schoo	CCSS PLC/Principal Directed
2022	7	8	9	10	11			11/11 - Veteran's Day - Legal Holiday	
	14	15	16	17	18			11/14 - 11/18 Parent Conferences	
	21	22	23	24	25			11/24 - Thanksgiving Legal	
	28	29	30			16	16	11/25 - Local Holiday	
December				1	2				Staff Mtg./Principal Directed
2022	5	6	7	8	9			12/16 - End of first semester (87 days - middle schools)	
	12	13	14	15	16			12/19 - 1/6 Winter Break	
	19	20	21	22	23			12/23 - 12/26 Declared and Legal Holidays	
	26	27	28	29	30	12	12	12/29 - 12/30 - Declared Holidays	
January	2	3	4	5	6			1/2 - In lieu of New Year's Day - Legal Holiday	
2023	9	10	11	12	13			1/9 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
	16	17	18	19	20			1/10 - Students Return	
	23	24	25	26	27			1/16 - Martin Luther King Jr. - Legal Holiday	
	30	31				15	16		
February			1	2	3				Staff Mtg./Principal Directed
2023	6	7	8	9	10				
	13	14	15	16	17			2/17 - Lincoln Day - Legal Holiday	
	20	21	22	23	24			2/20 - Washington Day - Legal Holiday	
	27	28				18	18		
March			1	2	3			3/3 - End of second trimester (60 days - elementary sch	Staff Mtg./Principal Directed
2023	6	7	8	9	10			3/10 - Progress Report #2 (middle schools)	
	13	14	15	16	17			3/13 - 3/17 Parent Conferences	
	20	21	22	23	24			3/20 - 3/31 Spring Break	
	27	28	29	30	31	13	13	3/30 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April	3	4	5	6	7			4/3 - Students Return	Staff Mtg./Principal Directed
2023	10	11	12	13	14				
	17	18	19	20	21			4/17 - 4/21 Preschool Parent Conferences	
	24	25	26	27	28				Staff Mtg./Principal Directed
						20	20		
May	1	2	3	4	5				CCSS PLC/Principal Directed
2023	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				
	29	30	31			22	22	5/29 - Memorial Day - Legal Holiday	
June				1	2				Staff Mtg./Principal Directed
2023	5	6	7	8	9			6/7 - End of third trimester (57 days - elementary schools)	
	12	13	14	15	16			6/7 - End of second semester (93 days - middle schools)	
	19	20	21	22	23			6/8 - AM Staff Development - PM Prep	
	26	27	28	29	30	5	9	6/19 - Juneteenth - Legal Holiday	
						180	191		

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negoti

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SAN YSIDRO SCHOOL DISTRICT

SOCIAL WORKERS/LANGUAGE, SPEECH & HEARING SPECIALISTS

2022 **2023**

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July					1			7/4 - In lieu of Independence Day - Legal Holiday	
2022	4	5	6	7	8			7/20 - Staff Development	
	11	12	13	14	15			7/21 - AM Staff Development - PM Prep	
	18	19	20	21	22				
	25	26	27	28	29	5	8	7/25 - First Day for Students	Staff Mtg./Principal Directed
August	1	2	3	4	5				
2022	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				Staff Mtg./Principal Directed
	29	30	31			23	23		
September				1	2				CCSS PLC/Principal Directed
2022	5	6	7	8	9			9/5 - Labor Day - Legal Holiday	
	12	13	14	15	16				
	19	20	21	22	23			9/19 - 9/30 Fall Break	
	26	27	28	29	30	11	11		
October	3	4	5	6	7			10/3 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
2022	10	11	12	13	14			10/4 - Students Return	
	17	18	19	20	21			10/7 - Progress Report #1 (middle schools)	
	24	25	26	27	28			10/17 - 10/21 Preschool Parent Conferences	Staff Mtg./Principal Directed
	31					20	21		
November		1	2	3	4			11/4 - End of first trimester (63 days - elementary schoo	CCSS PLC/Principal Directed
2022	7	8	9	10	11			11/11 - Veteran's Day - Legal Holiday	
	14	15	16	17	18			11/14 - 11/18 Parent Conferences	
	21	22	23	24	25			11/24 - Thanksgiving Legal	
	28	29	30			16	16	11/25 - Local Holiday	
December				1	2				Staff Mtg./Principal Directed
2022	5	6	7	8	9			12/16 - End of first semester (87 days - middle schools)	
	12	13	14	15	16			12/19 - 1/6 Winter Break	
	19	20	21	22	23			12/23 - 12/26 Declared and Legal Holidays	
	26	27	28	29	30	12	12	12/29 - 12/30 - Declared Holidays	
January	2	3	4	5	6			1/2 - In lieu of New Year's Day - Legal Holiday	
2023	9	10	11	12	13			1/9 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
	16	17	18	19	20			1/10 - Students Return	
	23	24	25	26	27			1/16 - Martin Luther King Jr. - Legal Holiday	
	30	31				15	16		
February			1	2	3				Staff Mtg./Principal Directed
2023	6	7	8	9	10				
	13	14	15	16	17			2/17 - Lincoln Day - Legal Holiday	
	20	21	22	23	24			2/20 - Washington Day - Legal Holiday	
	27	28				18	18		
March			1	2	3			3/3 - End of second trimester (60 days - elementary sch	Staff Mtg./Principal Directed
2023	6	7	8	9	10			3/10 - Progress Report #2 (middle schools)	
	13	14	15	16	17			3/13 - 3/17 Parent Conferences	
	20	21	22	23	24			3/20 - 3/31 Spring Break	
	27	28	29	30	31	13	13	3/30 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April	3	4	5	6	7			4/3 - Students Return	Staff Mtg./Principal Directed
2023	10	11	12	13	14				
	17	18	19	20	21			4/17 - 4/21 Preschool Parent Conferences	
	24	25	26	27	28				Staff Mtg./Principal Directed
						20	20		
May	1	2	3	4	5				CCSS PLC/Principal Directed
2023	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				
	29	30	31			22	22	5/29 - Memorial Day - Legal Holiday	
June				1	2				Staff Mtg./Principal Directed
2023	5	6	7	8	9			6/7 - End of third trimester (57 days - elementary schools)	
	12	13	14	15	16			6/7 - End of second semester (93 days - middle schools)	
	19	20	21	22	23			6/8 - AM Staff Development - PM Prep	
	26	27	28	29	30	5	11	6/19 - Juneteenth - Legal Holiday	
						180	191		

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

School Closed

End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negoti

Board Approved:

Subject to modification if required by Collective Bargaining

APPENDIX G

SAN YSIDRO SCHOOL DISTRICT
STANDARDS BASED EVALUATION FORM FOR TEACHERS

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** ____

_____

Administrator_____ ☐ **Scheduled** ☐ **Unannounced**

School _____ **Time:** _____ **to** _____

Grade/Subject _____ **Room:** _____

Standards to be Observed:

☐ **Standard I** ☐ **Standard II** ☐ **Standard III** ☐ **Standard IV** ☐ **Standard V**

Standard VI - Not observed during lesson – To be used in all evaluations

Rating Definitions

- Exceeds Professional Standards: Consistently exceeds the professional standards of competence.
- Consistent with Professional Standards: Meets and occasionally exceeds professional standards of competence.
- Approaching Standards: Needs Improvement – Approaching the Professional Standards of Competence. (*Support Provided / May Lead to an Assistance Plan*)
- Does not Meet Minimum Standards: Unsatisfactory – Does not meet the professional standards of competence. (**Assistance Plan Required*)

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard I: Engages and Supports All Students in Learning	☐	☐	☐	☐	☐
☐ Connects students' prior knowledge, life experience, and interests with learning goals. ☐ Uses a variety of instructional strategies and resources to respond to students' diverse needs. ☐ Facilitates learning experiences that promote autonomy, interaction, and choice. ☐ Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. ☐ Promotes self-directed, reflective learning for all students.					
EVIDENCE / COMMENTS					

HR1a

SAN YSIDRO SCHOOL DISTRICT
STANDARDS BASED EVALUATION FORM FOR TEACHERS

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard II: Creates and Maintains Effective Environment for Student Learning	☐	☐	☐	☐	☐
☐ Creates a physical environment that engages all students. ☐ Establishes a climate that promotes fairness and respect. ☐ Promotes social development and group responsibility. ☐ Establishes and maintains standards for student behavior. ☐ Plans and implements classroom procedures and routines that support student learning.					
EVIDENCE / COMMENTS					

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard III: Understands and Organizes Subject Matter for Student Learning	☐	☐	☐	☐	☐
☐ Demonstrates knowledge of subject matter content and student development. ☐ Organizes curriculum to support student understanding of subject matter. ☐ Interrelated ideas and information within and across subject matter. ☐ Develops student understanding through instructional strategies that are appropriate to the subject matter. ☐ Uses materials, resources and technologies to make subject matter accessible to students.					
EVIDENCE / COMMENTS					

HR1b

SAN YSIDRO SCHOOL DISTRICT
STANDARDS BASED EVALUATION FORM FOR TEACHERS

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard IV: Plans Instruction and Designs Learning Experiences for All Students	☐	☐	☐	☐	☐

☐ Draws on and values students' backgrounds, interests, and developmental learning needs.
☐ Establishes and articulates goals for student learning.
☐ Designs long and short term plans to foster student learning.
☐ Modifies instructional plans to foster student learning.

EVIDENCE / COMMENTS

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard V: Assesses Student Learning	☐	☐	☐	☐	☐

☐ Establishes and communicates learning goals for all students.
☐ Collects and uses multiple sources of information to assess student learning.
☐ Involves and guides all students in assessing their own learning.
☐ Uses the results of assessments to guide instruction.
☐ Communicates with students, families, and other audiences about progress.
☐ Evidence of student achievement towards meeting grade level standards on district assessments.

EVIDENCE / COMMENTS

HR1c

SAN YSIDRO SCHOOL DISTRICT
STANDARDS BASED EVALUATION FORM FOR TEACHERS

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard VI: Develops as a Professional Educator	☐	☐	☐	☐	☐
☐ Reflects on teaching practice and planning professional development. ☐ Establishes professional goals and pursues opportunities to grow professionally. ☐ Works with communities to improve professional practice. ☐ Works with families to improve professional practice. ☐ Works with colleagues to improve professional practice.					
EVIDENCE / COMMENTS					
Evaluatee's Comments:					

_____ _____

Administrator's Signature / Date **Evaluatee's Signature ** /Date**

Assistance Plan Required ☐

** Signature Does Not Indicate Agreement

This document will be placed in your Personnel File in ten days.
A written response may be attached to this document at any time.

SAN YSIDRO SCHOOL DISTRICT
STANDARDS BASED EVALUATION FORM FOR TEACHERS

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

SPECIAL EDUCATION TEACHERS/OTHER SUPPORT STAFF ONLY:	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
1. Demonstrates compliance with federal, state and district policies and procedures regarding special education assessment, eligibility and program development. • Follows timeline for comprehensive assessment plan (Initials/triennials) • Annual Review of IEPs (within 12 months) • Maintains accurate, and complete records/IEPs and prepares reports.	☐	☐	☐	☐	☐
2. Develops and implements individualized opportunities for integration of students with special needs	☐	☐	☐	☐	☐
3. Uses assessments to guide instruction to develop appropriate IEP goals, objectives and program	☐	☐	☐	☐	☐

EVIDENCE / COMMENTS

Evaluatee's Comments:

Administrator's Signature / Date

Assistance Plan Required ☐

** Signature Does Not Indicate Agreement

Evaluatee's Signature ** / Date*

NOTE:
Joint Evaluation Committee recommends

HR1e

This document will be placed in your Personnel File in ten days.
A written response may be attached to this document at any time.

SAN YSIDRO SCHOOL DISTRICT
COUNSELOR EVALUATION FORM

SCHOOL COUNSELOR:	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
1. Demonstrates compliance with district policies and procedures regarding counseling services and programs. • Follows timelines • Maintains accurate and complete records, and prepares reports	☐	☐	☐	☐	☐
2. Maintenance of professional relationship with students, parents, and staff	☐	☐	☐	☐	☐
3. Implementation of programs which utilize school and community resources to meet student needs.	☐	☐	☐	☐	☐
4. Counseling of students in areas of need (career planning, personal problems, and educational goals)	☐	☐	☐	☐	☐
5. Placement of students in appropriate classes based on data and subject specific guidelines and teacher recommendations	☐	☐	☐	☐	☐
6. Performance of other duties and responsibilities	☐	☐	☐	☐	☐

EVIDENCE/COMMENTS

EVALUATEE'S COMMENTS

Administrator's Signature / Date **Evaluatee's Signature ** /Date***

Assistance Plan Required ☐ ** Signature Does Not Indicate Agreement

NOTE:
Joint Evaluation Committee recommends

HR1f

SAN YSIDRO SCHOOL DISTRICT
PSYCHOLOGIST AND LANGUAGE SPEECH AND HEARING SPECIALIST
EVALUATION FORM

PSYCHOLOGIST / SPEECH AND LANGUAGE THERAPIST:	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
7. Demonstrates compliance with federal, state and district policies and procedures regarding special education assessment, eligibility and program development. • Follows timeline for comprehensive assessmen plan (Initials/triennials) • Annual Review of IEPs (within 12 months) • Maintains accurate and complete records/IEPs and prepares reports.	☐	☐	☐	☐	☐
8. Maintenance of professional relationship with students, parents, and staff	☐	☐	☐	☐	☐
9. Uses assessments to guide instruction to develop appropriate IEP goals, objectives and program	☐	☐	☐	☐	☐
10. Engages and supports all students in learning, as applicable	☐	☐	☐	☐	☐
11. Creates and maintains effective environments for student learning, as applicable	☐	☐	☐	☐	☐
EVIDENCE / COMMENTS					
EVALUATEE'S COMMENTS					

Administrator's Signature / Date

Assistance Plan Required ☐

** Signature Does Not Indicate Agreement

Evaluatee's Signature ** / Date*

NOTE:
Joint Evaluation Committee recommends

HR1g

SAN YSIDRO SCHOOL DISTRICT
Standards-Based Observation/Evaluation Form

PERMANENT CERTIFICATED

Teacher _____ **School** _____

Employment Status:

__X___ Permanent

Teaching Assignment:

_____ K-8 classroom teacher _____Preschool/CDC Teacher
Grade _____ Subject_____
_____ Special Education Position_____
Support Staff Position

BTSA Participant: Yes/No (circle one)

Submit Lesson Plan prior to scheduled observation

***Post Conference must be completed prior to next observation**

PERMANENT EMPLOYEES

By November		**(enter dates)**	Circle one
1st Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	
2nd Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	
3rd Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	

Mid Year Evaluation: ___/____/___ **Due by January 30th**

By April		**(enter dates)**	Circle one
1st Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	
2nd Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	
3rd Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	

Final Evaluation: ___/____/___ **Due no later than 30 days before the end of the school year**

Administrator's Signature _____ Date ___/____/___

Evaluatee's Signature _____Date ___/____/___

This document will be placed in your Personnel File in ten days. A written response may be attached to this document at any time.

SAN YSIDRO SCHOOL DISTRICT
Standards-Based Observation/Evaluation Form
Temporary/Probationary Certificated

Teacher _____ **School** _____

Employment Status:
_____ Temporary teacher
_____ Probationary 1
_____ Probationary 2

Teaching Assignment:
_____ K-8 classroom teacher _____Preschool/CDC Teacher
Grade _____ Subject_____
_____ Special Education Position_____
_____ Support Staff Position_____

BTSA Participant: Yes/No (circle one)

Submit Lesson Plan prior to scheduled observation

***Post Conference must be completed prior to next observation**

PROBATIONARY EMPLOYEES

By November 30th		**(enter dates)**	Circle one
1st Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	
2nd Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	
3rd Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	
Mid Year Evaluation:		___/____/___	**Due November 30th**

By March 10th		**(enter dates)**	Circle one
1st Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	
2nd Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	
3rd Formal Observation	☐ Scheduled		Announced - Unannounced
Pre-Conference (optional)		___/____/___	
Observation		___/____/___	
*Post-Conference		___/____/___	
Final Evaluation:		___/____/___	**Due March 10th**

Administrator's Signature _____ Date ___/____/___

Evaluatee's Signature _____Date ___/____/___

This document will be placed in your Personnel File in ten days. A written response may be attached to this document at any time.

SAN YSIDRO SCHOOL DISTRICT
DIRECT INSTRUCTION MODEL LESSON PLAN

Please submit this completed form or your lesson plan prior to the **scheduled** observation
(Pre-Conference may be requested by teacher or administrator)

Teacher:_____ **School:**_____

Observer:_____**Subject:** _____

Grade Level:_____

Pre-Observation Conference (optional) Date:_____ **Observation Date:** _____

Post Observation Conference Date: _____

Select two standards as agreed by administrator and evaluatee ✓

Standards to be Observed: ☐ **Standard I** ☐ **Standard II** ☐ **Standard III**
☐ **Standard IV** ☐ **Standard V**

1. **Orientation**
   Teacher clarifies objectives and procedures for the new learning task, activates prior knowledge and/or connects to previous lessons.

2. **Presentation**
   Teacher explains, demonstrates, and gives examples of concept, skill, or strategy. Teacher uses a visual representation of the material and checks for student understanding.

3. **Highly Structured Practice**
   Teacher leads students through the practice, step-by-step.

4. **Guided (semi-independent) Practice/Closure**
   Students practice while the teacher monitors and gives corrective feedback.

5. **Independent Practice**
   Students practice completely on their own and feedback is provided.

- If the observation is rescheduled by the administrator, the Direct Instruction Model Lesson Plan is optional

This document will not be placed in your personnel file.

The California Standards for the Teaching Profession are printed on the back as

APPENDIX H
SAN YSIDRO SCHOOL DISTRICT

CATASTROPHIC LEAVE BANK DONATION FORM
(Certificated Employees)

Employee Name: _____ Position: _____

To be eligible to make a donation to the catastrophic leave bank, unit members must have an accrued sick leave balance of at least ten (10) days at the time of donation. Eligible employees may donate from a minimum of one (1) sick leave day to a maximum of five (5) sick leave days in any one (1) school year.

According to the absence management system, I have accumulated _____ sick leave hours as of _____.

I have elected to donate _____ sick leave days to the catastrophic leave bank.

_____ _____
Signature Date

For Payroll Department Use Only

Minimum 10 days of sick leave accrued as of June 30, 20____ Yes ___ No ___
Accumulated sick leave hours as of date of donation: _____
Employee sick leave account debited _____ hours (_____days) based on donation. Date: __/__/__

_____ _____
Signature/Payroll Department Date

APPENDIX I

SAN YSIDRO SCHOOL DISTRICT

CATASTROPHIC EVENT/ ILLNESS LEAVE BANK REQUEST FOR WITHDRAWAL FORM (CERTIFICATED)

Employee Name: _____ Position: _____

I hereby request to withdraw ____ days of sick leave from the Catastrophic Event/Illness Leave Bank. I understand that to be eligible for use of bank days, I must have exhausted all accrued paid leave days and I must have donated at least one day to the bank.

_____ _____
Signature of Employee or Employee's Designee Date

(Submit to Human Resources Department for Processing)

For Human Resources Department Use Only

Is valid physician's verification attached? ___ Yes ___ No

Catastrophic leave bank days granted: _____

_____ _____
Signature/Human Resources Department Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 FOR MANAGEMENT AND CONFIDENTIAL STAFF

BACKGROUND INFORMATION:
A Tentative Agreement was reached between the District and the San Ysidro Education Association (SYEA) to increase the certificated salary schedule by 3% effective January 1, 2022. In addition, a 2% off schedule payment shall be issued based on the salary schedule that starts January 1, 2022 for the 2021-22 school year. In addition, effective January 1, 2022, the health and welfare benefits will be increased from an annualized capped amount of $9,500 to $10,000.

If an agreement is reached with any other Bargaining Unit that exceeds the compensation package provided for in this agreement, the District shall provide an equivalent compensation percentage to the certificated/classified management and classified confidential groups.

RECOMMENDATION:
Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education to provide a certificated salary schedule increase and health & welfare benefits to certificated/classified management and classified confidential groups.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?
☒ Yes ☐ No

2021-2022
$161,910.35
(Amount)

Are funds for this item available in the 2021-2022 Budget?
☒ Yes ☐ No

General, Child Development, and Cafeteria
(Name of funding source and/or location)

Requisition #

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: Certificated/Classified Management & Classified Confidential Certificated: _____ Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2021 Ending: 6/30/2022

This agreement will be acted upon by the Governing Board at its meeting on: April 14, 2022 (Date)

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) $	Fiscal Impact of Proposed Agreement					
		Current Year 2021-2022		Year 2 2022-2023		Year 3 2023-2024	
		(b) $	(c) %	(b) $	(c) %	(b) $	(c) %
1. **Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$3,441,380.75	$0.00	0.00%	$68,827.62	1.97%	$70,204.17	1.97%
2. **Salary Schedule** - Increase (Decrease)	$3,441,380.75	$51,620.71	1.50%	$105,306.25	3.01%	$107,412.38	2.99%
3. **Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$3,441,380.75	$70,892.44	2.06%	$0.00	0.00%	$0.00	0.00%
4. **Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$910,033.65	$32,397.20	3.56%	$27,847.03	2.95%	$28,403.97	2.93%
5. **Health/Welfare Benefits** - Increase (Decrease)	$2,194,500.00	$7,000.00	0.32%	$14,000.00	0.64%	$14,000.00	0.63%
6. **Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)**	**$6,545,914.40**	**$161,910.35**	**2.47%**	**$215,980.90**	**3.22%**	**$220,020.51**	**3.18%**
7. **Total Number of Represented Employees**	27.00	27.00		27.00		27.00	
8. **Total Compensation Cost for Average Employee** - Increase (Decrease)	$242,441.27	$5,996.68	2.47%	$7,999.29	3.22%	$8,148.91	3.18%

Impact on other Funds: _____

A. **Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

This is an agreement between the San Ysidro School District and the Certificated/Classified Management and the Classified Confidential groups for the period of July 1, 2021-June 30, 2022.

Compensation and Fringe Benefits

The certificated/classified management and classified confidential salary schedules shall be increased by 3% effective January 1, 2022. In addition, a 2% off schedule payment shall be issued based on the salary schedule that starts January 1, 2022 for the 2021-2022 school year.

Effective January 1, 2022, the health and welfare benefits will be increased from an annualized capped amount of $9,500 to $10,000.

B. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

There are no changes in non-compensation items at this time.

C. **What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

There are no specific impacts on instructional/support programs to accommodate the settlement at this time.

D.	**What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language. If an agreement is reached with any other Bargaining Unit that exceeds the compensation package provided for in this agreement, the District shall provide an equivalent compensation percentage to the certificated/classisfied management and classified confidential group.

E.	**Source of Funding for Proposed Agreement** The funding sources are the general fund, child development fund and cafeteria fund. **2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?** The ongoing cost will be funded by the general fund, child development fund and cafeteria fund. **3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)** The funding sources are the general fund, child development fund and cafeteria fund.

D.	**What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language. If an agreement is reached with any other Bargaining Unit that exceeds the compensation package provided for in this agreement, the District shall provide an equivalent compensation percentage to the certificated/classisfied management and classified confidential group.

E.	**Source of Funding for Proposed Agreement** The funding sources are the general fund, child development fund and cafeteria fund. **2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?** The ongoing cost will be funded by the general fund, child development fund and cafeteria fund. **3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)** The funding sources are the general fund, child development fund and cafeteria fund.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$90,333,327
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	3,677.66
d. State Standard Minimum Reserve Amount for this District *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$2,709,999.81

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	$2,709,999.81
b. General Fund Budgeted Unrestricted Unappropriated Amount	$0.00
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	$0.00
e. Total District Budgeted Unrestricted Reserves	$2,709,999.81

3. Do unrestricted reserves meet the state standard minimum reserve amount? **Yes** No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

Gina Potter — 4/4/2022

District Superintendent (Signature) — Date

Marilyn Adrianzen — 4/4/2022

Chief Business Official (Signature) — Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

Revised: 06/06

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: _____
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of (insert date) 3/10/2022	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	49,521,984			49,521,984
Remaining Revenues (8100-8799)	30,893,781			30,893,781
TOTAL REVENUES	80,415,765	0	0	80,415,765
EXPENDITURES:				0
1000 Certificated Salaries	32,703,854	66,653	(38,568)	32,731,938
2000 Classified Salaries	12,078,915	55,860	(32,324)	12,102,451
3000 Employee Benefits	17,308,039	39,397	(18,747)	17,328,690
4000 Books and Supplies	4,174,249			4,174,249
5000 Services and Operating Expenses	17,468,939			17,468,939
6000 Capital Outlay	5,700,146			5,700,146
7000 Other	808,167			808,167
TOTAL EXPENDITURES	90,242,309	161,911	(89,639)	90,314,581
OPERATING SURPLUS (DEFICIT)	(9,826,544)	(161,911)	89,639	(9,898,816)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(9,826,544)	(161,911)	89,639	(9,898,816)
BEGINNING BALANCE	14,672,753			14,672,753
CURRENT YEAR-ENDING BALANCE	4,846,209	(161,911)	89,639	4,773,938
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	336,389			336,389
Committed (9750/9760)				0
Assigned (9780)	1,752,551	(164,641)	89,639	1,677,549
Reserve Economic Uncertainties (9789)	2,707,269	2,730		2,709,999
Unassigned/Unappropriated (9790)	1			1

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

Other Revisions (column 3) explanation:	
The adjustment in Column 3 includes the 2% off schedule which is already included in the district's 2nd interim report. The off-schedule will be funded by ESSER III.	

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.

- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).

- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year* and *Year 2.*

- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.

- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.

- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
   b. $: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
   c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
   b. $: Enter the annual $ amount of the proposed change in the *Salary Schedule.*

3. Other Compensation

   Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or $200/employee. For *Year 2* and *Year 3*, explain in "Comments" section, if applicable.

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
   b. $: Enter the annual amount of the proposed change in *Other Compensation.*
   c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

   a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
   c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
   c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

   a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
   b. $: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
   c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

   Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

   a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
   b. $: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
   c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: SAN YSIDRO EDUCATION ASSOCIATION'S PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR 2022-2023

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the San Ysidro Education Association's initial ("sunshine") proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public school employer.

Under the provisions of the current contract between the Board of Education and the San Ysidro Education Association, it is now appropriate for the Board to offer public comment on the San Ysidro Education Association's initial ("sunshine") proposal for the sole purpose of reopener negotiations for the collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

> The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

This initial proposal is subject to the San Ysidro Education Association's ratification procedure.

RECOMMENDATION:

Accept the initial proposals of the San Ysidro Education Association to open the collective bargaining agreement with the San Ysidro School District for reopener negotiations and make and approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial ("sunshine") proposal to the contract between San Ysidro Education Association and the Board of Education consisting of the following initial topics:

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial ("sunshine") proposal, and said public hearing to be held on and be open to public comment at the Board of Education meeting on April 14, 2022.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

San Ysidro Education Association's Sunshine Proposal for 2022-2023

The San Ysidro Education Association is committed to supporting and advocating for our unit members, who have devoted their lives to educating and helping students succeed. Our objective is to ensure that our unit members have the respect and the rights that they deserve and which are mandated under the California Education Code and the Educational Employment Relations Act (EERA).

The Association believes that it is crucial for our members to be provided with a secure, safe, equitable, and intimidation-free work environment. Unit members must be fairly and adequately compensated for their continued dedication to academic excellence.

Educational professionals who are in direct contact with students on a daily basis play a vital role in students' academic success and achievements. In order for unit members to adequately plan lessons and prepare instructional materials, it is important that the district provide unit members with an accurate and timely work calendar with sufficient preparation that will allow for instructional time to be utilized effectively.

The Association believes that in order for the District to stand by its mission of providing "Quality education and opportunity for all students to succeed," they must support the unit members who have the responsibility of working directly with students. We hope this contract will help recruit and retain quality teachers.

To that effect, the Association presents this Sunshine Proposal to open the following articles in the Collective Bargaining Agreement for the purpose of negotiating a successor agreement.

Article 9: CLASS SIZE

Seeking to establish class sizes to maximize effective instruction

Article 18: COMPENSATION AND FRINGE BENEFITS

Seeking fair and equitable compensation and benefits

The Association reserves the right to amend or supplement this sunshine proposal as needed or required by the EERA.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: CLOSE PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION'S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR REOPENER CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on April 14, 2022. This initial proposal is subject to the San Ysidro Education Association's ratification procedure.

RECOMMENDATION:
Close Public Hearing for the San Ysidro Education Association to open Articles 9 and 18 with the San Ysidro School District for reopener negotiations.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 STUDENT CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Student Calendar for the 2022-2023 school year.

RECOMMENDATION:
Approve the 2022-2023 Student Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022 SAN YSIDRO SCHOOL DISTRICT 2023

STUDENT CALENDAR

Month	M	T	W	TH	F	Student Days	Holidays
July					1		
2022	4	5	6	7	8		7/4 - In lieu of Independence Day - Legal Holiday
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29	5	7/25 - First Day for Students
August	1	2	3	4	5		
2022	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31			23	
September				1	2		
2022	5	6	7	8	9		9/5 - Labor Day - Legal Holiday
	12	13	14	15	16		
	19	20	21	22	23		9/19 - 10/3 Fall Break
	26	27	28	29	30	11	
October	3	4	5	6	7		10/4 - Students Return
2022	10	11	12	13	14		10/7 - Progress Report #1 (middle schools)
	17	18	19	20	21		10/17 - 10/21 Preschool Parent Conferences
	24	25	26	27	28		
	31					20	
November		1	2	3	4		11/4 - End of first trimester (63 days - elementary schools)
2022	7	8	9	10	11		11/11 - Veteran's Day - Legal Holiday
	14	15	16	17	18		11/14 - 11/18 Parent Conferences
	21	22	23	24	25		11/24 - 11/25 Thanksgiving Legal and Local Holidays
	28	29	30			16	
December				1	2		
2022	5	6	7	8	9		12/16 - End of first semester (87 days - middle schools)
	12	13	14	15	16		12/19 - 1/9 Winter Break
	19	20	21	22	23		12/23 - 12/26 Declared and Legal Holidays
	26	27	28	29	30	12	12/29 - 12/30 Declared Holidays
January	2	3	4	5	6		1/2 - In lieu of New Year's Day - Legal Holiday
2023	9	10	11	12	13		1/10 - Students Return
	16	17	18	19	20		1/16 - Martin Luther King Jr. - Legal Holiday
	23	24	25	26	27		
	30	31				15	
February			1	2	3		
2023	6	7	8	9	10		
	13	14	15	16	17		2/17 - Lincoln Day - Legal Holiday
	20	21	22	23	24		2/20 - Washington Day - Legal Holiday
	27	28				18	
March			1	2	3		3/3 - End of second trimester (60 days - elementary schools)
2023	6	7	8	9	10		3/10 - Progress Report #2 (middle schools)
	13	14	15	16	17		3/13 - 3/17 Parent Conferences (elementary and middle)
	20	21	22	23	24		3/20 - 3/31 Spring Break
	27	28	29	30	31	13	3/30 - 3/31 - Cesar Chavez - Observed & Local Holidays
April	3	4	5	6	7		4/3 - Students Return
2023	10	11	12	13	14		
	17	18	19	20	21		4/17 - 4/21 Preschool Parent Conferences
	24	25	26	27	28		
						20	
May	1	2	3	4	5		
2023	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31			22	5/29 - Memorial Day - Legal Holiday
June				1	2		
2023	5	6	7	8	9		6/7 - End of third trimester (57 days - elementary schools)
	12	13	14	15	16		6/7 - End of second semester (93 days - middle schools)
	19	20	21	22	23		6/7 - Last Day for Students
	26	27	28	29	30	5	6/19 - Juneteenth - Legal Holiday
						180	

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

▬ ▬ End of trimester / semester

School Closed

Board Approved: _____

"Subject to modification if required by Collective Bargaining"

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 CLASSIFIED EMPLOYEE 10 MONTH (213 DAYS) WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 10 Month (213 Days) Work Calendar for the 2022-2023 school year.

RECOMMENDATION:
Approve the 2022-2023 Classified Employee 10 Month (213 Days) Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022-2023

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

213 Work Year

10 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
	2	4	5	7	8

Work Days	185
Holidays	18
Mandatory Vacation Days	10
Non-Work Days	48

Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2022						
1 / 4 5 6 7 8 / 11 12 13 14 15 / 18 19 20 21 22 / 25 26 27 28 29	5	7	1	0	13	7/4 - In lieu of Independence Day - Legal Holiday
August, 2022						
1 2 3 4 5 / 8 9 10 11 12 / 15 16 17 18 19 / 22 23 24 25 26 / 29 30 31	23	23	0	0	0	
September, 2022						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	11	11	1	0	10	9/5 - Labor Day - Legal Holiday 9/19 - 10/3 Student Fall Break
October, 2022						
3 4 5 6 7 / 10 11 12 13 14 / 17 18 19 20 21 / 24 25 26 27 28 / 31	20	21	0	0	0	
November, 2022						
1 2 3 4 / 7 8 9 10 11 / 14 15 16 17 18 / 21 22 23 24 25 / 28 29 30	16	16	4	0	2	11/11 - Veteran's Day - Legal Holiday 11/23 - Admission Day - Legal Holiday 11/24 - Thanksgiving - Legal Holiday 11/25 - Thanksgiving - Local Holiday
December, 2022						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	12	12	4	0	6	12/19 - 1/9 Student Winter Break 12/23 - In lieu of Christmas Eve - Legal Holiday 12/26 - In lieu of Christmas Day - Legal Holiday 12/29 - CSEA Floating Holiday 12/30 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2023						
2 3 4 5 6 / 9 10 11 12 13 / 16 17 18 19 20 / 23 24 25 26 27 / 30 31	15	16	2	4	0	1/2 - In lieu of New Year's Day - Legal Holiday 1/16 - Martin Luther King Jr. - Legal Holiday
February, 2023						
1 2 3 / 6 7 8 9 10 / 13 14 15 16 17 / 20 21 22 23 24 / 27 28	18	18	2	0	0	2/17 - A. Lincoln - Legal Holiday 2/20 - G. Washington - Legal Holiday
March, 2023						
1 2 3 / 6 7 8 9 10 / 13 14 15 16 17 / 20 21 22 23 24 / 27 28 29 30 31	13	13	2	6	2	3/20 - 3/31 Student Spring Break 3/29 - Non-work day (261 school year) 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2023						
3 4 5 6 7 / 10 11 12 13 14 / 17 18 19 20 21 / 24 25 26 27 28	20	20	0	0	0	
May, 2023						
1 2 3 4 5 / 8 9 10 11 12 / 15 16 17 18 19 / 22 23 24 25 26 / 29 30 31	22	22	1	0	0	5/29 - Memorial Day - Legal Holiday
June, 2023						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	5	6	1	0	15	6/19 - Juneteenth - Legal Holiday

Child & Families Project Facilitator
Health Clerk
Testing Assistant
Instructional Aide (Elementary & Preschool)
Instructional Health Care Assistant
Instructional Aide Special Education

CSEA: _____ Date 03/04/2022

_____ Date 03/04/2022

SYSD: _____ Date 3/4/22

13.13

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 CLASSIFIED EMPLOYEE 10 MONTH (209 DAYS) WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 10 Month (209 Days) Work Calendar for the 2022-2023 school year.

RECOMMENDATION:
Approve the 2022-2023 Classified Employee 10 Month (209 Days) Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022-2023

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

209 Work Year

10 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
	2	4	5	7	8

Work Days	181
Holidays	18
Mandatory Vacation Days	10
Non-Work Days	52

Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2022						
1						7/4 - In lieu of Independence Day - Legal Holiday
4 5 6 7 8						
11 12 13 14 15						
18 19 20 21 22						
25 26 27 28 29	5	6	1	0	14	
August, 2022						
1 2 3 4 5						
8 9 10 11 12						
15 16 17 18 19						
22 23 24 25 26						
29 30 31	23	23	0	0	0	
September, 2022						
1 2						
5 6 7 8 9						9/5 - Labor Day - Legal Holiday
12 13 14 15 16						
19 20 21 22 23						9/19 - 10/3 Student Fall Break
26 27 28 29 30	11	11	1	0	10	
October, 2022						
3 4 5 6 7						
10 11 12 13 14						
17 18 19 20 21						
24 25 26 27 28						
31	20	20	0	0	1	
November, 2022						
1 2 3 4						
7 8 9 10 11						11/11 - Veteran's Day - Legal Holiday
14 15 16 17 18						11/23 - Admission Day - Legal Holiday
21 22 23 24 25						11/24 - Thanksgiving - Legal Holiday
28 29 30	16	16	4	0	2	11/25 - Thanksgiving - Local Holiday
December, 2022						
1 2						12/19 - 1/9 Student Winter Break
5 6 7 8 9						12/23 - In lieu of Christmas Eve - Legal Holiday
12 13 14 15 16						12/26 - In lieu of Christmas Day - Legal Holiday
19 20 21 22 23						12/29 - CSEA Floating Holiday
26 27 28 29 30	12	12	4	0	6	12/30 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2023						
2 3 4 5 6						1/2 - In lieu of New Year's Day - Legal Holiday
9 10 11 12 13						
16 17 18 19 20						1/16 - Martin Luther King Jr. - Legal Holiday
23 24 25 26 27						
30 31	15	15	2	4	1	
February, 2023						
1 2 3						
6 7 8 9 10						
13 14 15 16 17						2/17 - A. Lincoln - Legal Holiday
20 21 22 23 24						2/20 - G. Washington - Legal Holiday
27 28	18	18	2	0	0	
March, 2023						
1 2 3						
6 7 8 9 10						3/20 - 3/31 Student Spring Break
13 14 15 16 17						3/29 - Non-work day (261 school year)
20 21 22 23 24						3/30 - Spring Holiday
27 28 29 30 31	13	13	2	6	2	3/31 - Cesar Chavez - Local Holiday
April, 2023						
3 4 5 6 7						
10 11 12 13 14						
17 18 19 20 21						
24 25 26 27 28						
	20	20	0	0	0	
May, 2023						
1 2 3 4 5						
8 9 10 11 12						
15 16 17 18 19						
22 23 24 25 26						
29 30 31	22	22	1	0	0	5/29 - Memorial Day - Legal Holiday
June, 2023						
1 2						
5 6 7 8 9						
12 13 14 15 16						
19 20 21 22 23						6/19 - Juneteenth - Legal Holiday
26 27 28 29 30	5	5	1	0	16	

Bus Driver
Campus Aide
Campus Security
Child Nutrition Specialist
District Translator
Health Clerk

CSEA: _____ Date 03/04/2022

_____ Date 03/04/2022

Instructional Aide (Elementary & Preschool)
Instructional Aide Special Education
Instructional Health Care Assistant
Lead Child Nutrition Specialist
Licensed Vocational Nurse
Outreach Consultant
Testing Assistant

SYSD: _____ Date 3/4/22

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 CLASSIFIED EMPLOYEE 11 MONTH WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 11 Month Work Calendar for the 2022-2023 school year.

RECOMMENDATION:
Approve the 2022-2023 Classified Employee 11 Month Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022-2023

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

239 Work Year

11 Months

Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
	13	15	16	18	19

Work Days	221
Holidays	18
Mandatory Vacation Days	0
Non-Work Days	22

Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2022						
1 / 4 5 6 7 8 / 11 12 13 14 15 / 18 19 20 21 22 / 25 26 27 28 29	5	17	1	0	3	7/4 - In lieu of Independence Day - Legal Holiday
August, 2022						
1 2 3 4 5 / 8 9 10 11 12 / 15 16 17 18 19 / 22 23 24 25 26 / 29 30 31	23	23	0	0	0	
September, 2022						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	11	16	1	0	5	9/5 - Labor Day - Legal Holiday 9/19 - 10/3 Student Fall Break
October, 2022						
3 4 5 6 7 / 10 11 12 13 14 / 17 18 19 20 21 / 24 25 26 27 28 / 31	20	21	0	0	0	
November, 2022						
1 2 3 4 / 7 8 9 10 11 / 14 15 16 17 18 / 21 22 23 24 25 / 28 29 30	16	16	4	0	2	11/11 - Veteran's Day - Legal Holiday 11/23 - Admission Day - Legal Holiday 11/24 - Thanksgiving - Legal Holiday 11/25 - Thanksgiving - Local Holiday
December, 2022						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	12	12	4	0	6	12/19 - 1/9 Student Winter Break 12/23 - In lieu of Christmas Eve - Legal Holiday 12/26 - In lieu of Christmas Day - Legal Holiday 12/29 - CSEA Floating Holiday 12/30 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2023						
2 3 4 5 6 / 9 10 11 12 13 / 16 17 18 19 20 / 23 24 25 26 27 / 30 31	15	20	2	0	0	1/2 - In lieu of New Year's Day - Legal Holiday 1/16 - Martin Luther King Jr. - Legal Holiday
February, 2023						
1 2 3 / 6 7 8 9 10 / 13 14 15 16 17 / 20 21 22 23 24 / 27 28	18	18	2	0	0	2/17 - A. Lincoln - Legal Holiday 2/20 - G. Washington - Legal Holiday
March, 2023						
1 2 3 / 6 7 8 9 10 / 13 14 15 16 17 / 20 21 22 23 24 / 27 28 29 30 31	13	18	2	0	3	3/20 - 3/31 Student Spring Break 3/29 - Non-work day (261 school year) 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2023						
3 4 5 6 7 / 10 11 12 13 14 / 17 18 19 20 21 / 24 25 26 27 28	20	20	0	0	0	
May, 2023						
1 2 3 4 5 / 8 9 10 11 12 / 15 16 17 18 19 / 22 23 24 25 26 / 29 30 31	22	22	1	0	0	5/29 - Memorial Day - Legal Holiday
June, 2023						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	5	18	1	0	3	6/19 - Juneteenth - Legal Holiday

Administrative Clerk I
Administrative Clerk II
Administrative Secretary I
Instructional Media Resource Aide
School Administrative Assistant

CSEA: Date 03/04/2022

Date 03/04/2022

SYSD: Date 3/4/22

13.15
Page 2 of 2

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 CLASSIFIED EMPLOYEE 12 MONTH WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 12 Month Work Calendar for the 2022-2023 school year.

RECOMMENDATION:
Approve the 2022-2023 Classified Employee 12 Month Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022-2023

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

260 Work Year

12 Months

Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
	14	16	17	19	20

Work Days	242
Holidays	18
Mandatory Vacation Days	0
Non-Work Days	1

Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2022						
1 / 4 5 6 7 8 / 11 12 13 14 15 / 18 19 20 21 22 / 25 26 27 28 29	5	20	1	0	0	7/4 - In lieu of Independence Day - Legal Holiday
August, 2022						
1 2 3 4 5 / 8 9 10 11 12 / 15 16 17 18 19 / 22 23 24 25 26 / 29 30 31	23	23	0	0	0	
September, 2022						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	11	21	1	0	0	9/5 - Labor Day - Legal Holiday 9/19 - 10/3 Student Fall Break
October, 2022						
3 4 5 6 7 / 10 11 12 13 14 / 17 18 19 20 21 / 24 25 26 27 28 / 31	20	21	0	0	0	
November, 2022						
1 2 3 4 / 7 8 9 10 11 / 14 15 16 17 18 / 21 22 23 24 25 / 28 29 30	16	18	4	0	0	11/11 - Veteran's Day - Legal Holiday 11/23 - Admission Day - Legal Holiday 11/24 - Thanksgiving - Legal Holiday 11/25 - Thanksgiving - Local Holiday
December, 2022						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	12	18	4	0	0	12/19 - 1/9 Student Winter Break 12/23 - In lieu of Christmas Eve - Legal Holiday 12/26 - In lieu of Christmas Day - Legal Holiday 12/29 - CSEA Floating Holiday 12/30 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2023						
2 3 4 5 6 / 9 10 11 12 13 / 16 17 18 19 20 / 23 24 25 26 27 / 30 31	15	20	2	0	0	1/2 - In lieu of New Year's Day - Legal Holiday 1/16 - Martin Luther King Jr. - Legal Holiday
February, 2023						
1 2 3 / 6 7 8 9 10 / 13 14 15 16 17 / 20 21 22 23 24 / 27 28	18	18	2	0	0	2/17 - A. Lincoln - Legal Holiday 2/20 - G. Washington - Legal Holiday
March, 2023						
1 2 3 / 6 7 8 9 10 / 13 14 15 16 17 / 20 21 22 23 24 / 27 28 29 30 31	13	20	2	0	1	3/20 - 3/31 Student Spring Break 3/29 - Non-work day (261 school year) 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2023						
3 4 5 6 7 / 10 11 12 13 14 / 17 18 19 20 21 / 24 25 26 27 28	20	20	0	0	0	
May, 2023						
1 2 3 4 5 / 8 9 10 11 12 / 15 16 17 18 19 / 22 23 24 25 26 / 29 30 31	22	22	1	0	0	5/29 - Memorial Day - Legal Holiday
June, 2023						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	5	21	1	0	0	6/19 - Juneteenth - Legal Holiday

Accounting Technician II
Accounting Technician III
Administrative Secretary II
Administrative Secretary III
Buyer
Custodian
Data Support Specialist
Delivery Person
Gardener
Information Computer Specialist
Information Systems Analyst
Lead Custodian
Lead Gardener

Lead Maintenance
Maintenance / Electrical Person
Maintenance / HVAC
Maintenance / Locksmith
Maintenance / Painter
Maintenance / Plumber
Maintenance Person
Mechanic
Publication Technician
Senior Payroll & Benefits Accountant
Special Education Technician
Transportation Operations Technician
Warehouse Distribution Associate

CSEA: _____ Date 03/04/2022

_____ Date 03/04/2022

SYSD: _____ Date 3/4/22

13.16
Page 2 of 2

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 TEACHER WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Teacher Work Calendar for the 2022-2023 school year.

RECOMMENDATION:
Approve the 2022-2023 Teacher Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?
☐ Yes ☐ No

Requisition #
--

N/A
(Amount)

--
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022 SAN YSIDRO SCHOOL DISTRICT CERTIFICATED WORK CALENDAR 2023

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July 2022					1			7/4 - In lieu of Independence Day - Legal Holiday	
	4	5	6	7	8			7/20 - Staff Development	
	11	12	13	14	15			7/21 - AM Staff Development - PM Teacher Prep	
	18	19	20	21	22			7/22 - Teacher Prep	
	25	26	27	28	29	5	8	7/25 - First Day for Students	Staff Mtg./Principal Directed
August 2022	1	2	3	4	5				Tch. Prep/Individual Planning
	8	9	10	11	12				Grade Level/Teacher Collaboration
	15	16	17	18	19				Tch. Prep/Individual Planning
	22	23	24	25	26				Staff Mtg./Principal Directed
	29	30	31			23	23		
September 2022				1	2				CCSS PLC/Principal Directed
	5	6	7	8	9			9/5 - Labor Day - Legal Holiday	Grade Level/Teacher Collaboration
	12	13	14	15	16				Tch. Prep/Individual Planning
	19	20	21	22	23			9/19 - 9/30 Fall Break	
	26	27	28	29	30	11	11		
October 2022	3	4	5	6	7			10/3 - AM Staff Development - PM Teacher Prep	Staff Mtg./Principal Directed
	10	11	12	13	14			10/4 - Students Return	Grade Level/Teacher Collaboration
	17	18	19	20	21			10/7 - Progress Report #1 (middle schools)	Tch. Prep/Individual Planning
	24	25	26	27	28			10/17 - 10/21 Preschool Parent Conferences	Staff Mtg./Principal Directed
	31					20	21		
November 2022		1	2	3	4			11/4 - End of first trimester (63 days - elementary schools)	CCSS PLC/Principal Directed
	7	8	9	10	11			11/11 - Veteran's Day - Legal Holiday	
	14	15	16	17	18			11/14 - 11/18 Parent Conferences	
	21	22	23	24	25			11/24 - Thanksgiving Legal	
	28	29	30			16	16	11/25 - Local Holiday	
December 2022				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9			12/16 - End of first semester (87 days - middle schools)	Grade Level/Teacher Collaboration
	12	13	14	15	16			12/19 - 1/6 Winter Break	Tch. Prep/Individual Planning
	19	20	21	22	23			12/23 - 12/26 Declared and Legal Holidays	
	26	27	28	29	30	12	12	12/29 - 12/30 - Declared Holidays	
January 2023	2	3	4	5	6			1/2 - In lieu of New Year's Day - Legal Holiday	
	9	10	11	12	13			1/9 - AM Staff Development - PM Teacher Prep	Staff Mtg./Principal Directed
	16	17	18	19	20			1/10 - Students Return	Grade Level/Teacher Collaboration
	23	24	25	26	27			1/16 - Martin Luther King Jr. - Legal Holiday	Tch. Prep/Individual Planning
	30	31				15	16		
February 2023			1	2	3				Staff Mtg./Principal Directed
	6	7	8	9	10				Grade Level/Teacher Collaboration
	13	14	15	16	17			2/17 - Lincoln Day - Legal Holiday	
	20	21	22	23	24			2/20 - Washington Day - Legal Holiday	Tch. Prep/Individual Planning
	27	28				18	18		
March 2023			1	2	3			3/3 - End of second trimester (60 days - elementary schools)	Staff Mtg./Principal Directed
	6	7	8	9	10			3/10 - Progress Report #2 (middle schools)	Tch. Prep/Individual Planning
	13	14	15	16	17			3/13 - 3/17 Parent Conferences	
	20	21	22	23	24			3/20 - 3/31 Spring Break	
	27	28	29	30	31	13	13	3/30 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April 2023	3	4	5	6	7			4/3 - Students Return	Staff Mtg./Principal Directed
	10	11	12	13	14				Grade Level/Teacher Collaboration
	17	18	19	20	21			4/17 - 4/21 Preschool Parent Conferences	Tch. Prep/Individual Planning
	24	25	26	27	28				Staff Mtg./Principal Directed
						20	20		
May 2023	1	2	3	4	5				CCSS PLC/Principal Directed
	8	9	10	11	12				Grade Level/Teacher Collaboration
	15	16	17	18	19				Tch. Prep/Individual Planning
	22	23	24	25	26				Grade Level/Teacher Collaboration
	29	30	31			22	22	5/29 - Memorial Day - Legal Holiday	
June 2023				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9			6/7 - End of third trimester (57 days - elementary schools)	
	12	13	14	15	16			6/7 - End of second semester (93 days - middle schools)	
	19	20	21	22	23			6/8 - AM Staff Development - PM Teacher Prep	
	26	27	28	29	30	5	6	6/19 - Juneteenth - Legal Holiday	
						180	186		

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

▭ End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA: _____ Date 4-6-22

SYSD: _____ Date 4/6/22

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 COUNSELORS WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Counselors Work Calendar for the 2022-2023 school year. In accordance with the tentatively agreed to collective bargaining agreement, counselors will work 191 days per year.

RECOMMENDATION:
Approve the 2022-2023 Counselors Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022 SAN YSIDRO SCHOOL DISTRICT COUNSELORS 2023

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July 2022					1			7/4 - In lieu of Independence Day - Legal Holiday	
	4	5	6	7	8			7/20 - Staff Development	
	11	12	13	14	15			7/21 - AM Staff Development - PM Prep	
	18	19	20	21	22				
	25	26	27	28	29	5	11	7/25 - First Day for Students	Staff Mtg./Principal Directed
August 2022	1	2	3	4	5				
	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				Staff Mtg./Principal Directed
	29	30	31			23	23		
September 2022				1	2				CCSS PLC/Principal Directed
	5	6	7	8	9			9/5 - Labor Day - Legal Holiday	
	12	13	14	15	16				
	19	20	21	22	23			9/19 - 9/30 Fall Break	
	26	27	28	29	30	11	11		
October 2022	3	4	5	6	7			10/3 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
	10	11	12	13	14			10/4 - Students Return	
	17	18	19	20	21			10/7 - Progress Report #1 (middle schools)	
	24	25	26	27	28			10/17 - 10/21 Preschool Parent Conferences	Staff Mtg./Principal Directed
	31					20	21		
November 2022		1	2	3	4			11/4 - End of first trimester (63 days - elementary schools)	CCSS PLC/Principal Directed
	7	8	9	10	11			11/11 - Veteran's Day - Legal Holiday	
	14	15	16	17	18			11/14 - 11/18 Parent Conferences	
	21	22	23	24	25			11/24 - Thanksgiving Legal	
	28	29	30			16	16	11/25 - Local Holiday	
December 2022				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9			12/16 - End of first semester (87 days - middle schools)	
	12	13	14	15	16			12/19 - 1/6 Winter Break	
	19	20	21	22	23			12/23 - 12/26 Declared and Legal Holidays	
	26	27	28	29	30	12	12	12/29 - 12/30 - Declared Holidays	
January 2023	2	3	4	5	6			1/2 - In lieu of New Year's Day - Legal Holiday	
	9	10	11	12	13			1/9 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
	16	17	18	19	20			1/10 - Students Return	
	23	24	25	26	27			1/16 - Martin Luther King Jr. - Legal Holiday	
	30	31				15	16		
February 2023			1	2	3				Staff Mtg./Principal Directed
	6	7	8	9	10				
	13	14	15	16	17			2/17 - Lincoln Day - Legal Holiday	
	20	21	22	23	24			2/20 - Washington Day - Legal Holiday	
	27	28				18	18		
March 2023			1	2	3			3/3 - End of second trimester (60 days - elementary schools	Staff Mtg./Principal Directed
	6	7	8	9	10			3/10 - Progress Report #2 (middle schools)	
	13	14	15	16	17			3/13 - 3/17 Parent Conferences	
	20	21	22	23	24			3/20 - 3/31 Spring Break	
	27	28	29	30	31	13	13	3/30 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April 2023	3	4	5	6	7			4/3 - Students Return	Staff Mtg./Principal Directed
	10	11	12	13	14				
	17	18	19	20	21			4/17 - 4/21 Preschool Parent Conferences	
	24	25	26	27	28				Staff Mtg./Principal Directed
						20	20		
May 2023	1	2	3	4	5				CCSS PLC/Principal Directed
	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				
	29	30	31			22	22	5/29 - Memorial Day - Legal Holiday	
June 2023				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9			6/7 - End of third trimester (57 days - elementary schools)	
	12	13	14	15	16			6/7 - End of second semester (93 days - middle schools)	
	19	20	21	22	23			6/8 - AM Staff Development - PM Prep	
	26	27	28	29	30	5	8	6/19 - Juneteenth - Legal Holiday	
						180	191		

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

End of trimester / semester △

Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA: _____ Date 4-6-22

SYSD: _____ Date 4/6/22

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 PSYCHOLOGISTS WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Psychologists Work Calendar for the 2022-2023 school year. In accordance with the tentatively agreed to collective bargaining agreement, School Psychologists will work 191 days per year.

RECOMMENDATION:
Approve the 2022-2023 Psychologists Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022 SAN YSIDRO SCHOOL DISTRICT PSYCHOLOGISTS 2023

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July 2022					1			7/4 - In lieu of Independence Day - Legal Holiday	
	4	5	6	7	8			7/20 - Staff Development	
	11	12	13	14	15			7/21 - AM Staff Development - PM Prep	
	△18	△19	△20	△21	△22				
	◇25	26	27	28	29	5	10	7/25 - First Day for Students	Staff Mtg./Principal Directed
August 2022	1	2	3	4	5				
	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				Staff Mtg./Principal Directed
	29	30	31			23	23		
September 2022				1	2				CCSS PLC/Principal Directed
	5	6	7	8	9			9/5 - Labor Day - Legal Holiday	
	12	13	14	15	16				
	19	20	21	22	23			9/19 - 9/30 Fall Break	
	26	27	28	29	30	11	11		
October 2022	△3	4	5	6	7			10/3 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
	10	11	12	13	14			10/4 - Students Return	
	17	18	19	20	21			10/7 - Progress Report #1 (middle schools)	
	24	25	26	27	28			10/17 - 10/21 Preschool Parent Conferences	Staff Mtg./Principal Directed
	31					20	21		
November 2022		1	2	3	4			11/4 - End of first trimester (63 days - elementary schools)	CCSS PLC/Principal Directed
	7	8	9	10	11			11/11 - Veteran's Day - Legal Holiday	
	14	15	16	17	18			11/14 - 11/18 Parent Conferences	
	21	22	23	24	25			11/24 - Thanksgiving Legal	
	28	29	30			16	16	11/25 - Local Holiday	
December 2022				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9			12/16 - End of first semester (87 days - middle schools)	
	12	13	14	15	16			12/19 - 1/6 Winter Break	
	19	20	21	22	23			12/23 - 12/26 Declared and Legal Holidays	
	26	27	28	29	30	12	12	12/29 - 12/30 - Declared Holidays	
January 2023	2	3	4	5	6			1/2 - In lieu of New Year's Day - Legal Holiday	
	△9	10	11	12	13			1/9 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
	16	17	18	19	20			1/10 - Students Return	
	23	24	25	26	27			1/16 - Martin Luther King Jr. - Legal Holiday	
	30	31				15	16		
February 2023			1	2	3				Staff Mtg./Principal Directed
	6	7	8	9	10				
	13	14	15	16	17			2/17 - Lincoln Day - Legal Holiday	
	20	21	22	23	24			2/20 - Washington Day - Legal Holiday	
	27	28				18	18		
March 2023			1	2	3			3/3 - End of second trimester (60 days - elementary schools)	Staff Mtg./Principal Directed
	6	7	8	9	10			3/10 - Progress Report #2 (middle schools)	
	13	14	15	16	17			3/13 - 3/17 Parent Conferences	
	20	21	22	23	24			3/20 - 3/31 Spring Break	
	27	28	29	30	31	13	13	3/30 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April 2023	3	4	5	6	7			4/3 - Students Return	Staff Mtg./Principal Directed
	10	11	12	13	14				
	17	18	19	20	21			4/17 - 4/21 Preschool Parent Conferences	
	24	25	26	27	28				Staff Mtg./Principal Directed
						20	20		
May 2023	1	2	3	4	5				CCSS PLC/Principal Directed
	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				
	29	30	31			22	22	5/29 - Memorial Day - Legal Holiday	
June 2023				1	2				Staff Mtg./Principal Directed
	◇5	△6	◇7	△8	△9			6/7 - End of third trimester (57 days - elementary schools)	
	△12	△13	14	15	16			6/7 - End of second semester (93 days - middle schools)	
	19	20	21	22	23			6/8 - AM Staff Development - PM Prep	
	26	27	28	29	30	5	9	6/19 - Juneteenth - Legal Holiday	
						180	191		

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

End of trimester / semester △

Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA: G. Sandez Date 4-6-22

SYSD: Date 4/6/22

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 SOCIAL WORKERS / LANGUAGE, SPEECH & HEARING SPECIALISTS WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Social Workers/Language, Speech & Hearing Specialists Work Calendar for the 2022-2023 school year. In accordance with the tentatively agreed to collective bargaining agreement, Social Workers and LSHs will work 191 days per year.

RECOMMENDATION:
Approve the 2022-2023 Social Workers/Language, Speech & Hearing Specialists Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022 SAN YSIDRO SCHOOL DISTRICT 2023

SOCIAL WORKERS/LANGUAGE, SPEECH & HEARING SPECIALISTS

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July 2022					1			7/4 - In lieu of Independence Day - Legal Holiday	
	4	5	6	7	8			7/20 - Staff Development	
	11	12	13	14	15			7/21 - AM Staff Development - PM Prep	
	18	19	20	21	22				
	25	26	27	28	29	5	8	7/25 - First Day for Students	Staff Mtg./Principal Directed
August 2022	1	2	3	4	5				
	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				Staff Mtg./Principal Directed
	29	30	31			23	23		
September 2022				1	2				CCSS PLC/Principal Directed
	5	6	7	8	9			9/5 - Labor Day - Legal Holiday	
	12	13	14	15	16				
	19	20	21	22	23			9/19 - 9/30 Fall Break	
	26	27	28	29	30	11	11		
October 2022	3	4	5	6	7			10/3 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
	10	11	12	13	14			10/4 - Students Return	
	17	18	19	20	21			10/7 - Progress Report #1 (middle schools)	
	24	25	26	27	28			10/17 - 10/21 Preschool Parent Conferences	Staff Mtg./Principal Directed
	31					20	21		
November 2022		1	2	3	4			11/4 - End of first trimester (63 days - elementary schools)	CCSS PLC/Principal Directed
	7	8	9	10	11			11/11 - Veteran's Day - Legal Holiday	
	14	15	16	17	18			11/14 - 11/18 Parent Conferences	
	21	22	23	24	25			11/24 - Thanksgiving Legal	
	28	29	30			16	16	11/25 - Local Holiday	
December 2022				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9			12/16 - End of first semester (87 days - middle schools)	
	12	13	14	15	16			12/19 - 1/6 Winter Break	
	19	20	21	22	23			12/23 - 12/26 Declared and Legal Holidays	
	26	27	28	29	30	12	12	12/29 - 12/30 - Declared Holidays	
January 2023	2	3	4	5	6			1/2 - In lieu of New Year's Day - Legal Holiday	
	9	10	11	12	13			1/9 - AM Staff Development - PM Prep	Staff Mtg./Principal Directed
	16	17	18	19	20			1/10 - Students Return	
	23	24	25	26	27			1/16 - Martin Luther King Jr. - Legal Holiday	
	30	31				15	16		
February 2023			1	2	3				Staff Mtg./Principal Directed
	6	7	8	9	10				
	13	14	15	16	17			2/17 - Lincoln Day - Legal Holiday	
	20	21	22	23	24			2/20 - Washington Day - Legal Holiday	
	27	28				18	18		
March 2023			1	2	3			3/3 - End of second trimester (60 days - elementary schools	Staff Mtg./Principal Directed
	6	7	8	9	10			3/10 - Progress Report #2 (middle schools)	
	13	14	15	16	17			3/13 - 3/17 Parent Conferences	
	20	21	22	23	24			3/20 - 3/31 Spring Break	
	27	28	29	30	31	13	13	3/30 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April 2023	3	4	5	6	7			4/3 - Students Return	Staff Mtg./Principal Directed
	10	11	12	13	14				
	17	18	19	20	21			4/17 - 4/21 Preschool Parent Conferences	
	24	25	26	27	28				Staff Mtg./Principal Directed
						20	20		
May 2023	1	2	3	4	5				CCSS PLC/Principal Directed
	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				
	29	30	31			22	22	5/29 - Memorial Day - Legal Holiday	
June 2023				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9			6/7 - End of third trimester (57 days - elementary schools)	
	12	13	14	15	16			6/7 - End of second semester (93 days - middle schools)	
	19	20	21	22	23			6/8 - AM Staff Development - PM Prep	
	26	27	28	29	30	5	11	6/19 - Juneteenth - Legal Holiday	
						180	191		

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

▭ End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA: H. Sandez Date 4-6-22

SYSD: Date 4/6/22

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 PRINCIPAL/ASSISTANT PRINCIPAL WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Principal/Assistant Principal Work Calendar for the 2022-2023 school year.

RECOMMENDATION:
Approve the 2022-2023 Principal/Assistant Principal Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022-2023

SAN YSIDRO SCHOOL DISTRICT
Principals/Assistant Principals
207 work year

Board Approved: _____

July, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
				1					7/4 - In lieu of Independence Day - Legal Holiday
4	5	6	7	8					
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	5	15	1	5	7/25 - First Day for Students

August, 2022

1	2	3	4	5					
8	9	10	11	12					
15	16	17	18	19					
22	23	24	25	26					
29	30	31			23	23	0	0	

September, 2022

			1	2					
5	6	7	8	9					9/5 - Labor Day - Legal Holiday
12	13	14	15	16					
19	20	21	22	23					9/19 - 9/30 Fall Break
26	27	28	29	30	11	11	1	10	

October, 2022

3	4	5	6	7					10/4 - Students Return
10	11	12	13	14					10/7 - Progress Report #1 (middle)
17	18	19	20	21					10/17 - 10/21 Preschool Parent Conferences
24	25	26	27	28					
31					20	20	0	0	

November, 2022

	1	2	3	4					11/4 - End of first trimester (63 days - elementary)
7	8	9	10	11					11/11 - Veteran's Day - Legal Holiday
14	15	16	17	18					11/14 - 11/18 Parent Conferences (elementary)
21	22	23	24	25					11/24 - 11/25 Thanksgiving - Legal and Local Holidays
28	29	30			16	16	3	3	

December, 2022

			1	2					12/16 - End of first semester (87 days - middle)
5	6	7	8	9					12/19 - 1/6 Winter Break
12	13	14	15	16					12/23 - In lieu of Christmas Eve - Legal Holiday
19	20	21	22	23					12/26 - In lieu of Christmas Day - Legal Holiday
26	27	28	29	30	12	12	3	7	12/30 - New Year's Eve - Legal Holiday
					87	97	8	25	

January, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
2	3	4	5	6					1/2 - In lieu of New Year's Day - Legal Holiday
9	10	11	12	13					1/10 - Students Return
16	17	18	19	20					1/16 - Martin Luther King Jr. - Legal Holiday
23	24	25	26	27					
30	31				15	16	2	4	

February, 2023

		1	2	3					
6	7	8	9	10					
13	14	15	16	17					2/17 - A. Lincoln - Legal Holiday
20	21	22	23	24					2/20 - G. Washington - Legal Holiday
27	28				18	18	2	0	

March, 2023

		1	2	3					3/3 - End of second trimester (60 days - elementary)
6	7	8	9	10					3/10 - Progress Report #2 (middle)
13	14	15	16	17					3/13 - 3/17 Parent Conferences (elementary & middle)
20	21	22	23	24					3/20 - 3/31 Spring Break
27	28	29	30	31	13	13	2	8	3/30 - 3/31 - Spring & Cesar Chavez Holidays

April, 2023

3	4	5	6	7					4/3 - Students Return
10	11	12	13	14					
17	18	19	20	21					4/17 - 4/21 Preschool Parent Conferences
24	25	26	27	28					
					20	20	0	0	

May, 2023

1	2	3	4	5					
8	9	10	11	12					
15	16	17	18	19					
22	23	24	25	26					
29	30	31			22	22	1	0	5/29 - Memorial Day - Legal Holiday

June, 2023

			1	2					
5	6	7	8	9					6/7 - Last Day for Students
12	13	14	15	16					6/7 - End of third trimester (57 days - elementary)
19	20	21	22	23					6/7 - End of second semester (93 days - middle)
26	27	28	29	30	5	15	1	6	6/19 - Juneteenth - Legal Holiday
					93	104	8	18	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 CERTIFICATED DIRECTORS/COORDINATORS WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Certificated Directors/Coordinators Work Calendar for the 2022-2023 school year.

RECOMMENDATION:
Approve the 2022-2023 Certificated Directors/Coordinators Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022-2023

SAN YSIDRO SCHOOL DISTRICT
Certificated Directors/Coordinators
225 work year

Board Approved: _____

July, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
				1					7/4 - In lieu of Independence Day - Legal Holiday
4	5	6	7	8					
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	5	19	1	1	7/25 - First Day for Students

August, 2022

1	2	3	4	5					
8	9	10	11	12					
15	16	17	18	19					
22	23	24	25	26					
29	30	31			23	23	0	0	

September, 2022

			1	2					
5	6	7	8	9					9/5 - Labor Day - Legal Holiday
12	13	14	15	16					
19	20	21	22	23					9/19 - 9/30 Fall Break
26	27	28	29	30	11	16	1	5	

October, 2022

3	4	5	6	7					10/4 - Students Return
10	11	12	13	14					10/7 - Progress Report #1 (middle)
17	18	19	20	21					10/17 - 10/21 Preschool Parent Conferences
24	25	26	27	28					
31					20	21	0	0	

November, 2022

	1	2	3	4					11/4 - End of first trimester (63 days - elementary)
7	8	9	10	11					11/11 - Veteran's Day - Legal Holiday
14	15	16	17	18					11/14 - 11/18 Parent Conferences (elementary)
21	22	23	24	25					11/24 - 11/25 Thanksgiving - Legal and Local Holidays
28	29	30			16	16	3	3	

December, 2022

			1	2					12/16 - End of first semester (87 days - middle)
5	6	7	8	9					12/19 - 1/6 Winter Break
12	13	14	15	16					12/23 - In lieu of Christmas Eve - Legal Holiday
19	20	21	22	23					12/26 - In lieu of Christmas Day - Legal Holiday
26	27	28	29	30	12	12	3	7	12/30 - New Year's Eve - Legal Holiday
					87	107	8	16	

January, 2023

2	3	4	5	6					1/2 - In lieu of New Year's Day - Legal Holiday
9	10	11	12	13					1/10 - Students Return
16	17	18	19	20					1/16 - Martin Luther King Jr. - Legal Holiday
23	24	25	26	27					
30	31				15	18	2	2	

February, 2023

		1	2	3					
6	7	8	9	10					
13	14	15	16	17					2/17 - A. Lincoln - Legal Holiday
20	21	22	23	24					2/20 - G. Washington - Legal Holiday
27	28				18	18	2	0	

March, 2023

		1	2	3					3/3 - End of second trimester (60 days - elementary)
6	7	8	9	10					3/10 - Progress Report #2 (middle)
13	14	15	16	17					3/13 - 3/17 Parent Conferences (elementary & middle)
20	21	22	23	24					3/20 - 3/31 Spring Break
27	28	29	30	31	13	18	2	3	3/30 - 3/31 - Spring & Cesar Chavez Holidays

April, 2023

3	4	5	6	7					4/3 - Students Return
10	11	12	13	14					
17	18	19	20	21					4/17 - 4/21 Preschool Parent Conferences
24	25	26	27	28					
					20	20	0	0	

May, 2023

1	2	3	4	5					
8	9	10	11	12					
15	16	17	18	19					
22	23	24	25	26					
29	30	31			22	22	1	0	5/29 - Memorial Day - Legal Holiday

June, 2023

			1	2					
5	6	7	8	9					6/7 - Last Day for Students
12	13	14	15	16					6/7 - End of third trimester (57 days - elementary)
19	20	21	22	23					6/7 - End of second semester (93 days - middle)
26	27	28	29	30	5	17	1	4	6/19 - Juneteenth - Legal Holiday
					93	113	8	9	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Management & Confidential Work Calendar for the 2022-2023 school year.

RECOMMENDATION:
Approve the 2022-2023 Classified Management & Confidential Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022-2023

SAN YSIDRO SCHOOL DISTRICT
Classified Management & Confidential
260 Work Year

Board Approved: _____

Work Days	242
Holidays	18
Non-Work Days	1

July, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
				1						7/4 - In lieu of Independence Day - Legal Holiday
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	5	20	1	0	0	

August, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30	31			23	23	0	0	0	

September, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
			1	2						
5	6	7	8	9						9/5 - Labor Day - Legal Holiday
12	13	14	15	16						
19	20	21	22	23						9/19 - 10/3 Student Fall Break
26	27	28	29	30	11	21	1	0	0	

October, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						
31					20	21	0	0	0	

November, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
	1	2	3	4						
7	8	9	10	11						11/11 - Veteran's Day - Legal Holiday
14	15	16	17	18						11/23 - Admission Day - Legal Holiday
21	22	23	24	25						11/24 - Thanksgiving - Legal Holiday
28	29	30			16	18	4	0	0	11/25 - Thanksgiving - Local Holiday

December, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
			1	2						12/19 - 1/9 Student Winter Break
5	6	7	8	9						12/23 - In lieu of Christmas Eve - Legal Holiday
12	13	14	15	16						12/26 - In lieu of Christmas Day - Legal Holiday
19	20	21	22	23						12/29 - Floating Holiday
26	27	28	29	30	12	18	4	0	0	12/30 - New Year's Eve - Legal Holiday

January, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
2	3	4	5	6						1/2 - In lieu of New Year's Day - Legal Holiday
9	10	11	12	13						
16	17	18	19	20						1/16 - Martin Luther King Jr. - Legal Holiday
23	24	25	26	27						
30	31				15	20	2	0	0	

February, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
		1	2	3						
6	7	8	9	10						
13	14	15	16	17						2/17 - A. Lincoln - Legal Holiday
20	21	22	23	24						2/20 - G. Washington - Legal Holiday
27	28				18	18	2	0	0	

March, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
		1	2	3						
6	7	8	9	10						3/20 - 3/31 Student Spring Break
13	14	15	16	17						3/29 - Non-work day (261 school year)
20	21	22	23	24						3/30 - Spring Holiday
27	28	29	30	31	13	20	2	0	1	3/31 - Cesar Chavez - Local Holiday

April, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						
					20	20	0	0	0	

May, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30	31			22	22	1	0	0	5/29 - Memorial Day - Legal Holiday

June, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
			1	2						
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						6/19 - Juneteenth - Legal Holiday
26	27	28	29	30	5	21	1	0	0	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 CERTIFICATED CABINET CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Certificated Cabinet Work Calendar for the 2022-2023 school year.

RECOMMENDATION:
Approve the 2022-2023 Certificated Cabinet Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022-2023

SAN YSIDRO SCHOOL DISTRICT
Certificated Cabinet
225 work year

Board Approved: _____

July, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
				1					7/4 - In lieu of Independence Day - Legal Holiday
4	5	6	7	8					
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	5	20	1	0	7/25 - First Day for Students

August, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
1	2	3	4	5					
8	9	10	11	12					
15	16	17	18	19					
22	23	24	25	26					
29	30	31			23	23	0	0	

September, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
			1	2					
5	6	7	8	9					9/5 - Labor Day - Legal Holiday
12	13	14	15	16					
19	20	21	22	23					9/19 - 9/30 Fall Break
26	27	28	29	30	11	21	1	0	

October, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
3	4	5	6	7					10/4 - Students Return
10	11	12	13	14					10/7 - Progress Report #1 (middle)
17	18	19	20	21					10/17 - 10/21 Preschool Parent Conferences
24	25	26	27	28					
31					20	21	0	0	

November, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
	1	2	3	4					11/4 - End of first trimester (63 days - elementary)
7	8	9	10	11					11/11 - Veteran's Day - Legal Holiday
14	15	16	17	18					11/14 - 11/18 Parent Conferences (elementary)
21	22	23	24	25					11/24 - 11/25 Thanksgiving - Legal and Local Holidays
28	29	30			16	19	3	0	

December, 2022

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
			1	2					12/16 - End of first semester (87 days - middle)
5	6	7	8	9					12/19 - 1/6 Winter Break
12	13	14	15	16					12/23 - In lieu of Christmas Eve - Legal Holiday
19	20	21	22	23					12/26 - In lieu of Christmas Day - Legal Holiday
26	27	28	29	30	12	19	3	0	12/30 - New Year's Eve - Legal Holiday
					87	123	8	0	

January, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
2	3	4	5	6					1/2 - In lieu of New Year's Day - Legal Holiday
9	10	11	12	13					1/10 - Students Return
16	17	18	19	20					1/16 - Martin Luther King Jr. - Legal Holiday
23	24	25	26	27					
30	31				15	20	2	0	

February, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
		1	2	3					
6	7	8	9	10					
13	14	15	16	17					2/17 - A. Lincoln - Legal Holiday
20	21	22	23	24					2/20 - G. Washington - Legal Holiday
27	28				18	18	2	0	

March, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
		1	2	3					3/3 - End of second trimester (60 days - elementary)
6	7	8	9	10					3/10 - Progress Report #2 (middle)
13	14	15	16	17					3/13 - 3/17 Parent Conferences (elementary & middle)
20	21	22	23	24					3/20 - 3/31 Spring Break
27	28	29	30	31	13	20	2	1	3/30 - 3/31 - Spring & Cesar Chavez Holidays

April, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
3	4	5	6	7					4/3 - Students Return
10	11	12	13	14					
17	18	19	20	21					4/17 - 4/21 Preschool Parent Conferences
24	25	26	27	28					
					20	20	0	0	

May, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
1	2	3	4	5					
8	9	10	11	12					
15	16	17	18	19					
22	23	24	25	26					
29	30	31			22	22	1	0	5/29 - Memorial Day - Legal Holiday

June, 2023

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
			1	2					
5	6	7	8	9					6/7 - Last Day for Students
12	13	14	15	16					6/7 - End of third trimester (57 days - elementary)
19	20	21	22	23					6/7 - End of second semester (93 days - middle)
26	27	28	29	30	5	21	1	0	6/19 - Juneteenth - Legal Holiday
					93	121	8	1	

Certificated Cabinet members must select 19 non-work days with approval from the Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

BACKGROUND INFORMATION:
Districts are required by the Commission on Teacher Credentialing (CTC) to submit a yearly declaration of need for teaching positions in specific areas which are difficult to fill, i.e. Math, Science, Special Education with new authorizations, and Clinical or Rehabilitative Services. It is allowable by the San Diego County Office of Education to overestimate the amount of positions needed on the form attached (CL-500).

Once the District has exhausted all means to recruit teachers for the difficult to fill positions, the District may recruit individuals based on Emergency Permits, Limited Assignments, and Internship Credentials in these areas of need.

RECOMMENDATION:
Approve the Declaration of Need for Fully Qualified Educators, in specific areas which are difficult to fill for the 2022-2023 school year.

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 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-2023

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: San Ysidro School District District CDS Code: 37-68379

Name of County: San Diego County Office of Education County CDS Code: 37-10371

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 04/14/2022 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

Gina A. Potter		Superintendent
Name	*Signature*	*Title*
(619) 428-1505	(619) 428-4476	April 14, 2022
Fax Number	*Telephone Number*	*Date*

4350 Otay Mesa Road, San Ysidro, CA 92173
Mailing Address

gina.potter@sysdschools.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	5
Bilingual Authorization (applicant already holds teaching credential)	5
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	5
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	3
Special Education	3
TOTAL	6

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Science	2
Math	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☑ No

If no, explain. We do not have a Commission-approved program.

Does your agency participate in a Commission-approved college or university internship program? ☑ Yes ☐ No

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an internship program.

Azusa Pacific University, Brandman University, National University, Point Loma Nazarene University, and San Diego State University.

If no, explain why you do not participate in an internship program.

N/A

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Dr. David Farkas, Ed.D.,
Assistant Superintendent of
Educational Leadership,
Pupil Services and Safety

☐ Informational
☒ Action

AGENDA ITEM: OPEN/CLOSE PUBLIC HEARING FOR THE RECONFIGURATION OF VISTA DEL MAR MIDDLE SCHOOL TO INCLUDE 6TH GRADE FOR THE 2022-2023 SCHOOL YEAR

BACKGROUND INFORMATION:
The District is proposing the reconfiguration of Vista Del Mar and Ocean View Hills schools in an effort to better match the student populations to the classroom capacity of the schools. Ocean View Hills is currently at capacity with over 1000 students and it is anticipated that the number of students served by these two schools will continue to grow as new housing development in the community continues. Located just one block from Ocean View Hills, Vista Del Mar Middle School is at just 69% capacity. The proposal is to move the current fifth grade students at OVH to sixth grade at Vista Del Mar in the coming school year, creating a 6-7-8 grade middle school.

RECOMMENDATION:
Open/Close the Public Hearing for the Reconfiguration of Vista Del Mar Middle School to include 6th grade for the 2022-2023 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Gina A. Potter, Ed.D.
Superintendent

David Farkas, Ed.D.
Assistant Superintendent

April 11, 2022

Please Post

The District is proposing the reconfiguration of Vista Del Mar and Ocean View Hills schools in an effort to better match the student populations to the classroom capacity of the schools. Ocean View Hills is currently at capacity with over 1000 students and it is anticipated that the number of students served by these two schools will continue to grow as new housing development in the community continues. Located just one block from Ocean View Hills, Vista Del Mar Middle School is at just 69% capacity. The proposal is to move the current fifth grade students at OVH to sixth grade at Vista Del Mar in the coming school year, creating a 6-7-8 grade middle school.

Said hearing will take place:

NOTICE OF PUBLIC HEARING

DATE: April 14, 2022

TIME: 6:00 pm

PLACE: San Ysidro Middle School-MCC
4345 Otay Mesa Road
San Ysidro, California 92173

13.26 - 13.27
Page 2 of 3

4350 Otay Mesa Road San Ysidro, CA 92173

(619) 428-4476 Ext. 3027• Fax (619) 428-1505 • david.farkas@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

GOVERNING BOARD

Rudy Lopez, President
Rosaleah Pallasigue, Vice-President
Irene Lopez, Clerk
Humberto Gurmilan, Member
Antonio Martinez, Member

Quality education and opportunity for all students to succeed

Gina A. Potter, Ed.D.
Superintendent

David Farkas
Assistant Superintendent

11 de abril, 2022

Favor de publicar

AVISO DE AUDIENCIA PÚBLICA

El Distrito propone la reconfiguración de las escuelas Vista Del Mar y Ocean View Hills en un esfuerzo por ajustar mejor la población estudiantil a la capacidad de las aulas de las escuelas. Ocean View Hills está actualmente en capacidad con más de 1000 estudiantes y se anticipa que el número de estudiantes atendidos por estas dos escuelas seguirá creciendo a medida que continúe el desarrollo de nuevas viviendas en la comunidad. Ubicada a sólo una cuadra de Ocean View Hills, Vista Del Mar Middle School está a sólo el 69% de su capacidad. La propuesta es trasladar a los actuales estudiantes de quinto grado en OVH a sexto grado en Vista Del Mar en el próximo ciclo escolar, creando una escuela intermedia de los grados 6-7-8.

Dicha sesión tendrá lugar en:

FECHA: 14 de abril del 2022

HORA: 6:00 pm

LUGAR: Escuela Intermedia San Ysidro-MCC
4345 Otay Mesa Road
San Ysidro, California 92173

13.26 - 13.27
Page 3 of 3

4350 Otay Mesa Road San Ysidro, CA 92173

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ANNUAL FINANCIAL AUDIT REPORT FOR 2020-21

BACKGROUND INFORMATION:
In accordance with Education Code section 41020, public school districts are required to have an annual comprehensive financial and compliance audit conducted by an independent audit firm. On or before December 15th, the school districts shall file the audit report with the county superintendent of schools of their repective county.

The 2020-21 audit was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. Education Code Section 41020.3, further stipulates that the governing board of a school district shall review, at a public meeting the annual audit report. A representative from Wilkinson, Hadley, King & Co., LLP will be present to answer any questions on this item. The report is provided under separate cover.

RECOMMENDATION:
Approve the 2020-21 Annual Financial Audit Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 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

County of San Diego
San Diego, California

Audit Report

June 30, 2021

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

San Ysidro School District
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June 30, 2021

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WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report

To the Board of Education
San Ysidro School District
San Diego, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the San Ysidro School District (District), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the San Ysidro School District as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

218 West Douglas Avenue, El Cajon, CA 92020
Phone: 619-447-6700 | Fax: 619-447-6707 | whllp.com

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information as identified in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements.

The accompanying supplementary information identified in the table of contents, as required by the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations, Section 19810* is presented for purposes of additional analysis and is not a required part of the financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the 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 auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2022, on our consideration of San Ysidro School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Wilkinson Hadley King & Co LLP

El Cajon, California
March 31, 2022

Basic Financial Statements

San Ysidro School District

Statement of Net Position
June 30, 2021

	Governmental Activities
Assets	
Cash	$ 45,918,799
Accounts Receivable	11,909,812
Inventory	78,624
Capital Assets:	
Land	45,896,267
Land Improvements	19,923,026
Buildings & Improvements	134,718,919
Equipment	3,382,365
Work in Progress	237,392
Less Accumulated Depreciation	(70,218,816)
Total Assets	191,846,388
Deferred Outflows of Resources	31,253,831
Liabilities	
Accounts Payable and Other Current Liabilities	3,714,454
Unearned Revenue	1,834,204
Long-Term Liabilities:	
Due Within One Year	13,190,400
Due In More Than One Year	323,171,431
Total Liabilities	341,910,489
Deferred Inflows of Resources	7,111,285
Net Position	
Net Investment in Capital Assets	(120,368,778)
Restricted For:	
Capital Projects	27,716,885
Debt Service	12,663,454
Educational Programs	2,758,992
Other Purposes (Expendable)	6,963,630
Other Purposes (Nonexpendable)	147,057
Unrestricted	(55,802,795)
Total Net Position	$ (125,921,555)

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Statement of Activities

For the Year Ended June 30, 2021

Functions	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Governmental Activities					
Instruction	$ 44,587,229	$ 2,584,308	$ 14,736,818	$ -	$ (27,266,103)
Instruction-Related Services:					
Instructional Supervision and Administration	1,040,011	-	329,742	-	(710,269)
Instructional Library, Media and Technology	579,960	-	5,989	-	(573,971)
School Site Administration	3,441,339	-	218,154	-	(3,223,185)
Pupil Services:					
Home-to-School Transportation	722,249	-	41,989	-	(680,260)
Food Services	2,913,382	-	3,196,019	-	282,637
All Other Pupil Services	4,141,472	180	1,739,881	-	(2,401,411)
General Administration:					
Centralized Data Processing	1,175,453	-	473,831	-	(701,622)
All Other General Administration	5,407,274	1,549	2,078,912	-	(3,326,813)
Plant Services	6,292,466	10,750	731,322	-	(5,550,394)
Ancillary Services	11,440	-	2,653		(8,787)
Community Services	-	-	-	-	-
Interest on Long-Term Debt	10,083,575	-	-	-	(10,083,575)
Debt Issuance Costs	2,109,618		-	-	(2,109,618)
Depreciation (unallocated)*	4,939,788				(4,939,788)
Total Governmental Activities	$ 87,445,256	$ 2,596,787	$ 23,555,310	$ -	(61,293,159)
		General Revenues			
		Taxes and Subventions:			
		Property Taxes, Levied for General Purposes			$ 23,747,794
		Property Taxes, Levied for Debt Service			10,471,446
		Property Taxes, Levied for Other Specific Purposes			3,430,230
		Federal and State Aid Not Restricted for Specific Purposes			23,786,798
		Interest and Investment Earnings			468,722
		Miscellaneous			50,759
		Total General Revenues			61,955,749
		Change in Net Position			662,590
		Net Position - Beginning of Year, As Restated (See Note P)			(126,584,145)
		Net Position - Ending			$ (125,921,555)

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Balance Sheet – Governmental Funds

June 30, 2021

	General Fund	Cafeteria Fund	Building Fund	Bond Interest and Redemption Fund	Nonmajor Governmental Funds	Total
Assets						
Cash and Cash Equivalents	$ 5,548,651	$ 782,559	$ 20,012,563	$ 12,663,454	$ 6,911,572	$ 45,918,799
Accounts Receivable	11,355,693	354,213	-		199,906	11,909,812
Due from Other Funds	1,099,484	40,238	-	-	1,506,318	2,646,040
Stores Inventories	-	78,624	-	-	-	78,624
Total Assets	$ 18,003,828	$ 1,255,634	$ 20,012,563	$ 12,663,454	$ 8,617,796	$ 60,553,275
Liabilities and Fund Balance:						
Liabilities:						
Accounts Payable	2,049,442	41,813	-	-	1,819	2,093,074
Due to Other Funds	1,540,485	812,148	-	-	293,408	2,646,041
Unearned Revenue	1,568,512	11,596	-	-	254,096	1,834,204
Total Liabilities	5,158,439	865,557	-	-	549,323	6,573,319
Fund Balance:						
Nonspendable	68,433	78,624	-	-	-	147,057
Restricted	9,047,017	311,453	20,012,563	12,663,454	8,068,473	50,102,960
Assigned	1,445,256	-	-	-	-	1,445,256
Unassigned	2,284,683	-	-	-	-	2,284,683
Total Fund Balance	12,845,389	390,077	20,012,563	12,663,454	8,068,473	53,979,956
Total Liabilities and Fund Balances	$ 18,003,828	$ 1,255,634	$ 20,012,563	$ 12,663,454	$ 8,617,796	$ 60,553,275

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2021

Total fund balances, governmental funds:		$ 53,979,956
Amounts reported for assets, deferred outflows of resources, liabilities, and deferred inflows of resources for governmental activities in the statement of net position are different from amounts reported in governmental funds because:		
Capital assets: In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation.		
Capital assets relating to governmental activities, at historical cost	204,157,969	
Accumulated depreciation	(70,218,816)	
Net		133,939,153
Unamortized costs: In governmental funds, debt issue costs are recognized as expenditures in the period they are incurred. In the government-wide statements, debt issue costs for prepaid debt insurance are amortized over the life of the debt. Unamortized debt insurance costs included in deferred outflows of resources on the		716,817
Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period		(1,621,380)
Long-term liabilities: In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:		
General obligation bonds payable	213,541,054	
Certificates of participation payable	40,766,877	
QZAB Bonds	253,630	
Principal apportionment repayment plan	2,064,325	
Net pension liability	60,679,543	
Total OPEB liability	18,191,841	
Compensated absences	864,561	
Total		(336,361,831)

The accompanying notes to the financial statements are an integral part of this statement.

Deferred gain or loss on debt refunding: In the government wide financial statements deferred gain or loss on debt refunding is recognized as a deferred outflow of resources (for a loss) or a deferred inflow of resources (for a gain) and subsequently amortized over the life of the debt. Deferred gain or loss on debt refunding recognized as a deferred outflow of resources or deferred inflow of resources on the statement of		14,714,218
Deferred outflows and inflows of resources relating to pensions: In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported.		
Deferred outflows of resources relating to pensions	13,704,883	
Deferred inflows of resources relating to pensions	(6,645,151)	
Net		7,059,732
Deferred outflows and inflows of resources relating to OPEB: In governmental funds, deferred outflows and inflows of resources related to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources related to OPEB are reported.		
Deferred outflows of resources relating to OPEB	2,117,913	
Deferred inflows of resources relating to OPEB	(466,134)	
Net		1,651,779
Rounding Variance		1
Total net position, governmental activities:		$ (125,921,555)

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
For the Year Ended June 30, 2021

	General Fund	Cafeteria Fund	Building Fund	Bond Interest & Redemption Fund	Nonmajor Governmental Funds	Total
Revenues						
State Apportionment	$ 21,550,093	$ -	$ -	$ -	$ -	$ 21,550,093
Education Protection Account Funds	1,034,520	-	-	-	-	1,034,520
Property Taxes	23,747,794	-	-	10,471,446	3,430,230	37,649,470
Federal Revenue	9,606,538	2,464,219	-	-	442,916	12,513,673
Other State Revenue	8,534,028	833,091	-	-	1,204,941	10,572,060
Interest and Investment Income	122,357	6,014	182,936	76,154	81,261	468,722
Other Local Revenue	3,648,090	-	1,701	1,171	1,616,313	5,267,275
Total Revenues	$ 68,243,420	$ 3,303,324	$ 184,637	$ 10,548,771	$ 6,775,661	$ 89,055,813
Expenditures						
Current Expenditures:						
Instruction	41,751,942	-	-	-	931,841	42,683,783
Instruction - Related Services	4,543,120	-	-	-	274,801	4,817,921
Pupil Services	4,589,498	2,830,039	-	-	88,678	7,508,215
Ancillary Services		115,353	-	-	11,440	126,793
General Administration	6,176,376	2,240	-	-	74,772	6,253,388
Plant Services	6,034,166	-	52,500	-	77,891	6,164,557
Other Outgo	887,621	-	1,003,155	-	-	1,890,776
Capital Outlay	80,368	-	68,974	-	40,000	189,342
Debt Service:						
Principal	10,861,662	-	14,000,000	4,594,822	2,671,852	32,128,336
Interest	1,190,097	-	1,362,416	2,528,763	1,396,992	6,478,268
Total Expenditures	76,114,850	2,947,632	16,487,045	7,123,585	5,568,267	108,241,379
Excess (Deficiency) of Revenues Over (Under) Expenditures	(7,871,430)	355,692	(16,302,408)	3,425,186	1,207,394	(19,185,566)
Other Financing Sources (Uses):						
Transfers In	-	-	-	-	4,068,844	4,068,844
Transfers Out	-	-	-	-	(4,068,844)	(4,068,844)
Proceeds from Debt Issuance	17,228,310	-	38,308,801	-	-	55,537,111
Other Financing Uses	-	-	(2,000,006)	-	-	(2,000,006)
Other Financing Sources	-	-	-	2,000,006	-	2,000,006
Total Other Financing Sources (Uses)	17,228,310	-	36,308,795	2,000,006	-	55,537,111
Net Change in Fund Balance	9,356,880	355,692	20,006,387	5,425,192	1,207,394	36,351,545
Fund Balance, Beginning of Year	3,488,509	34,385	6,176	7,238,262	6,861,079	17,628,411
Fund Balance, End of Year	$ 12,845,389	$ 390,077	$ 20,012,563	$ 12,663,454	$ 8,068,473	$ 53,979,956

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2021

Total change in fund balances, governmental funds:		$ 36,351,545
Amounts reported for governmental activities in the statement of activities are different from amounts reported in governmental funds because:		
Capital outlay: In governmental funds, the costs of capital assets are reported as expenditures in the period when the assets are acquired. In the statement of activities, costs of capital assets are allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:		
Expenditures for capital outlay	189,342	
Depreciation expense	(4,939,788)	
Net		(4,750,446)
Debt service: In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reductions of liabilities. Expenditures for repayment of the principal portion of long-term debt were:		32,128,336
Debt proceeds: In governmental funds, proceeds from debt are recognized as Other Financing Sources. In the government-wide statements, proceeds from debt are reported as increases to liabilities. Amounts recognized in governmental funds as proceeds from debt, net of issue premium or discount, were:		(55,537,111)
Debt issue costs for prepaid debt insurance: In governmental funds, debt issue costs are recognized as expenditures in the period they are incurred. In the government-wide statements, debt issue costs for prepaid debt insurance are amortized over the life of the debt. The difference between debt issue costs for prepaid insurance incurred in the current period and prepaid insurance costs amortized for the period is:		(108,735)
Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period was:		(6,649,850)

The accompanying notes to the financial statements are an integral part of this statement.

Amortization of debt issue premium or discount or deferred gain or loss from debt refunding: In governmental funds, if debt is issued at a premium or at a discount, the premium or discount is recognized as an Other Financing Source or an Other Financing Use in the period it is incurred. In the government-wide statements, the premium or discount, plus any deferred gain or loss from debt refunding, is amortized as interest over the life of the debt. Amortization of debt issue premium or discount, or deferred gain or loss from debt refunding for the period was:	3,003,412
Compensated absences: In governmental funds, compensated absences are measured by the amounts paid during the period. In the statement of activities, compensated absences are measured by the amounts earned. The difference between compensated absences paid and compensated absences earned was:	(310,508)
Pensions: In governmental funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was:	(2,769,413)
Other postemployment benefits (OPEB): In governmental funds, OPEB expenses are recognized when employer OPEB contributions are made. In the statement of activities, OPEB expenses are recognized on the accrual basis. This year, the difference between OPEB expenses and actual employer OPEB contributions was:	(694,640)
Change in net position of governmental activities:	$ 662,590

A. Summary of Significant Accounting Policies

San Ysidro School District (District) accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

1. Reporting Entity

The District operates under a locally elected Board of Education form of government and provides educational services to grades K-8 as mandated by the state. A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments and agencies that are not legally separate from the District. For the District, this includes general operations, special revenue funds, capital facilities funds, debt service funds, and student-related activities.

2. Component Units

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

The District and the San Ysidro Community Facilities District (the CFD) and the San Ysidro School District Public Financing Authority (PFA) have a financial and operational relationship which meet the reporting entity definition criteria of the Codification of Governmental Accounting and Financial Reporting Standards, Section 2100, for inclusion of the CFD and PFA as a component unit of the District. Therefore, the financial activities of the CFD and PFA have been included in the basic financial statements as a blended component unit.

The following are those aspects of the relationship between the District and the CFD and PFA which satisfy Codification of Governmental Accounting and Financial Reporting Standards, Section 2100, criteria:

a. Manifestations of Oversight

The governing body of the CFD and PFA are substantively the same as the District's Board of Directors.

The CFD and PFA have no employees, the District's Superintendent and Director of Fiscal Services function as agents of the CFD and PFA. Neither individual received additional compensation for work performed in this capacity.

The District exercises significant influence over operations of the CFD and PFA as it is anticipated that the District will be the sole lessee of all facilities owned by the CFD and PFA.

b. Accounting and Fiscal Matters

All major financing arrangements, contracts, and other transactions of the CFD and PFA must have the consent of the District.

The District will assume a "moral obligation", and potentially a legal obligation, for any debt incurred by the CFD and PFA.

c. Scope of Public Service and Financial Presentation

The CFD and PFA was created for the sole purpose of financially assisting the District.

The CFD and PFA were created pursuant to a joint powers agreement between the District and the California Statewide Communities Development Authority, pursuant to California Government Code, commencing with Section 6500. The CFD and PFA were formed to provide financing assistance to the District for construction and acquisition of major capital facilities. Upon completion the District intends to occupy all CFD facilities.

The CFD and PFA's financial activity is presented in the financial statements in the Capital Projects Fund for Blended Component Units and Debt Service Fund for Blended Component Units.

Based upon review of the applicable GASB pronouncements, the District is not a component unit of any other entity.

3. Basis of Presentation

Government-Wide Statements. The statement of net position and the statement of activities display information about the primary government (the District). These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenue, and other non-exchange transactions.

The statement of activities presents a comparison between direct expenses and program revenue for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Indirect expense allocations that have been made in the funds have been reserved for the statement of activities. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting of operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program or business segment is self-financing or draws from general revenues of the District.

Fund Financial Statements. The fund financial statements provide information about the District's funds, including its fiduciary funds. Separate statements for each fund category – governmental and fiduciary – are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as non-major funds.

Governmental funds are used to account for activities that are governmental in nature. Governmental activities are typically tax-supported and include education of pupils, operation of food service programs, construction and maintenance of school facilities, and repayment of long-term debt.

Fiduciary funds are used to account for assets held by the District in a trustee or agency capacity for others that cannot be used to support the District's own programs.

Major Governmental Funds

The District reports the following major governmental funds:

General Fund: The general fund is the primary operating fund of the District. It is used to account for all activities except those that are required to be accounted for in another fund.

Cafeteria Special Revenue Fund: This fund is used to account separately for federal, state, and local resources to operate the food service program (*Education Code §38091 through §38093*). The Cafeteria Special Revenue Fund shall be used only for those expenditures authorized by the governing board as necessary for the operation of the District's food service program (*Education Code §38091 and §38100*).

Building Fund: This fund exists primarily to account separately for proceeds from the sale of bonds (*Education Code §15146)* and may not be used for any purpose other than those for which the bonds were issued. Other authorized revenues to the Building Fund are proceeds from the sale or lease-with-option-to-purchase of real property (*Education Code §17462*) and revenue from rentals and leases of real property specifically authorized for deposit into the fund by the governing board (*Education Code §41003*).

Bond Interest and Redemption Fund: The bond interest and redemption fund is used for the repayment of bonds issued for the District (*Education Code §15125 through §15262*). The County of San Diego Auditor maintains control over the District's Bond Interest and Redemption Fund. The principal and interest on the bonds must be paid by the County Treasurer from taxes levied by the County Auditor-Controller.

Non-Major Governmental Funds

The District reports the following non-major governmental funds categorized by the fund type:

Special Revenue Funds: Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The District maintains the following nonmajor special revenue funds:

Associated Student Body Fund: This fund is used to account separately for the activities of associated student body organizations operated by the District.

Child Development Fund: This fund is used to account separately for federal, state, and local revenues to operate child development programs.

Capital Projects Funds: Capital projects funds are established to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds). The District maintains the following nonmajor capital projects funds:

Capital Facilities Fund: The Capital Facilities Fund is used primarily to account separately for moneys received from fees levied on developers or other agencies as a condition of approving a development (*Education Code §17620 through §17626*). The authority for these levies may be county or city ordinances (*Government Code §65970 through §65981*) or private agreements between the District and the developer. All funds, including interest earned, are restricted to the purposes specified in *Government Code §65970 through §65981* or *Government Code §65995*, or items specified in agreements with the developer (*Government Code §66006*).

Special Reserve Fund for Capital Outlay Projects: This fund exists primarily to provide for the accumulation of general fund moneys for capital outlay purposes (*Education Code §42840*). This fund may also be used to account for any other revenues specifically for capital projects that are not restricted to other capital projects funds. Other authorized resources that may be deposited into this fund are proceeds from the sale or lease-with-option-to-purchase of real property (*Education Code §17462*) and rentals and leases of real property specifically authorized for deposit into the fund by the governing board (*Education Code§41003*).

Capital Projects Fund for Blended Component Units (CFD): This fund is used to account for capital projects financed by Mello-Roos Community Facilities Districts and similar entities that are considered component units of the District under generally accepted accounting principles (GAAP). The Mello-Roos Community Facilities Act of 1982 (*Government Code §5311 et seq.*) allows any county, city, special district, school district, or joint powers authority to establish, upon approval of two-thirds of the voters in the district, a "Community Facilities District" (CFD) for the purpose of selling tax-exempt bonds to finance public improvements and services. The District has one CFD reported as a blended component unit.

Debt Service Funds: Debt service funds are established to account for the accumulation of resources for and the payment of principal and interest on general long-term debt. The District maintains the following nonmajor debt service funds:

Debt Service Fund for Blended Component Units: This fund is used to account for the accumulation of resources for the payment of principal and interest on bonds issued by Mello-Roos Community Facility Districts and similar entities that are considered blended component units of the District under generally accepted accounting principles (GAAP). The Mello-Roos Community Facilities Act of 1982 (*Government Code §5311 et seq.*) allows any county, city, special district, school district, or joint powers authority to establish, upon approval of two-thirds of the voters in the district, a "Community Facilities District" (CFD) for the purpose of selling tax-exempt bonds to finance public improvements and services. The District has one CFD reported as a blended component unit.

4. Basis of Accounting – Measurement Focus

Government-Wide and Fiduciary Financial Statements. The government-wide and fiduciary fund financial statements are reported using the economic resources measurement focus. The government-wide and fiduciary fund financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements. The governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of property taxes. Property tax revenues and revenues received from the State are recognized under the susceptible-to-accrual concept. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the District incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the District's policy to use restricted resources first, then unrestricted resources.

5. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

6. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. By state law, the District's governing board must adopt a final budget no later than July 1st. A public hearing must be conducted to receive comments prior to adoption. The District's governing board has satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

7. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

b. Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the governmental funds as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the governmental funds but are recognized in the government-wide financial statements.

8. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to $250,000 by the Federal Depository Insurance Corporation (FDIC). All cash held by the financial institutions is fully insured or collateralized. For purposes of the statement of cash flows, highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §41001, the District maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds, except for the Tax Override Funds, in which interest earned is credited to the general fund. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Stores Inventories and Prepaid Expenditures

Inventories are recorded using the purchases method in that the cost is recorded as an expenditure at the time individual inventory items are purchased. Inventories are valued using the first-in/first-out (FIFO) method and consist of expendable supplies held for consumption. Reported inventories are equally offset by a non-spendable fund balance designation, which indicates that these amounts are not “available for appropriation and expenditure” even though they are a component of net current assets.

The District has the option of reporting an expenditure in governmental funds for prepaid items either when purchased or during the benefiting period. The District has chosen to report the expenditures during the benefiting period.

c. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets are recorded at their estimated fair value at the date of the donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. A capitalization threshold of $5,000 is used.

Capital assets are being depreciated using the straight-line method over the following estimated useful lives:

Asset Class	Estimated Useful Life
Buildings & Improvements	20 - 50 Years
Land Improvements	10 - 25 Years
Equipment	5 - 15 Years

d. Compensated Absences

Accumulated unpaid employee vacation benefits are recognized as liabilities of the District. The balance of the liabilities is recognized in the government-wide financial statements at year end.

Accumulated sick leave benefits are not recognized as liabilities of the District. The District's policy is to record sick leave as an operating expense in the period taken since such benefits do not vest nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires.

e. Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the occurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

f. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers in and Transfers Out are netted and presented as a single "Transfers" line on the government-wide statement of activities. Similarly, interfund receivables and payables are netted and presented as a single "Internal Balances" line of the government-wide statement of net position.

g. Fund Balances – Governmental Funds

Fund balances of the governmental funds are classified as follows:

Nonspendable Fund Balance represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

Restricted Fund Balance represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

Unassigned Fund Balance represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

h. Minimum Fund Balance Policy

The District is committed to maintaining a prudent level of financial resources to protect against the need to reduce the service levels because of temporary revenue shortfalls or unpredicted expenses. The District's minimum fund balance policy requires a reserve for economic uncertainties, consisting of unassigned amounts equal to 3% of the general fund operating expenses and other financing uses.

i. Deferred Inflows and Deferred Outflows of Resources

Deferred outflows of resources is a consumption of net position that is applicable to a future reporting period. Deferred inflows of resources is an acquisition of net position that is applicable to a future reporting period. Deferred outflows of resources and deferred inflows of resources are recorded in accordance with GASB Statement numbers 63 and 65.

j. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources relating to pension, deferred inflows of resources relating to pension, and pension expense, information about the fiduciary net position of the CalPERS Schools Pool Cost-Sharing Multiple-Employer Plan (CalPERS Plan) and CalSTRS Schools Pool Cost-Sharing Multiple Employer Plan (CalSTRS Plan), and additions to/deductions from the CalPERS Plan and CalSTRS Plan fiduciary net positions have been determined on the same basis as they are reported by the CalPERS Financial Office and CalSTRS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain timeframes. For this report, the following time frames are used:

Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Measurement Period	July 1, 2019 to June 30, 2020

k. Postemployment Benefits Other than Pensions (OPEB)

For purposes of measuring the total OPEB liability, deferred outflows of resources related to OPEB and deferred inflows of resources related to OPEB, and OPEB expense have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms.

Generally accepted accounting principles require the reported results must pertain to liability and asset information within certain defined timeframes. For this report the following timeframes are used:

Valuation Date	July 1, 2019
Measurement Date	July 1, 2020
Measurement Period	July 1, 2019 to June 30, 2020

9. Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County Auditor-Controller bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

10. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

11. Fair Value Measurements

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

Level 1 Inputs:	Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
Level 2 Inputs:	Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
Level 3 Inputs:	Unobservable inputs to an asset or liability.

12. New Accounting Pronouncements

The District has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2021. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 84, Fiduciary Activities	01/2017
GASB Statement 90, Majority Equity Interest – an amendment of GASB Statements 14 and 61	08/2018
GASB Statement 93, Replacement of Interbank Offered Rates	03/2020
GASB Implementation Guide No. 2019-1, Implementation Guidance Update – 2019	04/2019
GASB Implementation Guide No. 2019-2, Fiduciary Activities	06/2019

The implementation of new accounting guidelines resulted in the following changes during the fiscal year ended June 30, 2021:

- Associated Student Body Funds were previously accounted for as fiduciary funds. It was determined by the District, as a result of applying definitions in GASB Statement No. 84, that the funds are governmental rather than fiduciary. The District established a special revenue fund to account for these activities.

Implementation of these standards did not result in any additional changes to financial accounting or reporting for the District.

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

Violation	Action Taken
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. Fair Value Measurements

The District's investments at June 30, 2021, categorized within the fair value hierarchy established by generally accepted accounting principles, were as follows:

		Fair Value Measurement Using		
	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
External investment pools measured at fair value				
San Diego County Treasury	$ 43,902,045	$ -	$ 43,902,045	$ -
Total investments by fair value level	$ 43,983,004	$ -	$ 43,983,004	$ -
Total investments by fair value level				
Money Market Funds	$ 1,867,362	$ 1,867,362	$ -	$ -
Total investments by fair value level	$ 1,867,362	$ 1,867,362	$ -	$ -

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (Education Code §41001). The fair value of the District's investments in the pool is reported in the accounting financial statements as amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

The San Diego County Treasury is not registered with the Securities and Exchange Commission (SEC) as an investment company; however, the County Treasury acts in accordance with investment policies monitored by a Treasury Oversight Committee consisting of members appointed by participants in the investment pool and up to five members of the public having expertise, or an academic background in, public finance. In addition, the County Treasury is audited annually by an independent auditor.

D. Cash and Investments

As of June 30, 2021, the District held the following cash and cash equivalents:

	General Fund	Cafeteria Fund	Building Fund	Bond Interest & Redemption Fund	Nonmajor Governmental Funds	Total
Cash in County Treasury	$ 5,433,114	$ 778,309	$ 19,929,342	$ 12,663,454	$ 4,968,263	$ 43,772,482
Fair Market Value Adjustment	22,689	3,250	83,221	-	20,403	129,563
Cash in Bank	24,415	1,000	-	-	55,544	80,959
Cash in Revolving Fund	68,433	-	-	-	-	68,433
Cash with Fiscal Agent	-	-	-	-	1,867,362	1,867,362
Total Cash and Cash Equivalents	$ 5,548,651	$ 782,559	$ 20,012,563	$ 12,663,454	$ 6,911,572	$ 45,918,799

1. Cash in County Treasury

In accordance with Education Code §41001, the District maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool ($43,772,482 as of June 30, 2021). The fair value of the District's portion of this pool as of that date, as provided by the pool sponsor, was $43,983,004. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

2. Cash on Hand, In Banks, and in Revolving Fund

Cash balances on hand and in banks ($80,959 as of June 30, 2021) and in revolving fund ($68,433 as of June 30, 2021) are insured up to $250,000 by the Federal Depository Insurance Corporation (FDIC).

3. Cash with Fiscal Agents

The District's cash with fiscal agents at June 30, 2021 are shown below:

Investment or Investment Type	Maturity	Fair Value
U.S. Money Market Funds	< 30 days	1,867,362

4. Investments Authorized by the California Government Code and the District's Investment Policy

The table below identifies the investment types that are authorized for the District by the California Government Code (or the District's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the District's investment policy where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the District, rather than the general provisions of the California Government Code or the District's investment policy.

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 Years	None	None
Registered State Bonds, Notes, Warrants	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Banker's Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	25%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20% of Base	None
Medium-Term Corporate notes	5 Years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 Years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

5. Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the District was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county treasury is restricted by Government Code §53635 pursuant to §53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of risk.

At June 30, 2021, credit risk for the District's investments was as follows:

Investment Type	Rating	Rating Agency	Amount
County Treasurer's Investment Pool	Unrated	Not Applicable	$ 13,727,324
U.S. Bank Investment Agreement	Unrated	Not Applicable	81,878
U.S. Money Market Funds	Unrated	Not Applicable	826,483

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the District's name.

At June 30, 2021, the District's bank balance, including revolving cash, did not exceed FDIC insurance limitations and as such the District was not exposed to custodial credit risk.

c. Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. Investments in any one issuer that represent five percent or more of the total investments are either an external investment pool and are therefore exempt. As such, the District was not exposed to concentration of credit risk.

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District maintains pooled investments with the San Diego County Treasury with a fair value of $13,727,324. The average weighted maturity for this pool was 516 days at June 30, 2021.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the District was not exposed to foreign currency risk.

6. Investment Accounting Policy

The District is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The District's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The District's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

E. Accounts Receivable

There are no significant receivables which are not scheduled for collection within one year of year end. Accounts receivable balances as of June 30, 2021 consisted of:

	Major Governmental Funds		Nonmajor	
	General Fund	Cafeteria Fund	Governmental Funds	Total
Federal Government:				
Special Education	$ 972,795	$ -	$ -	$ 972,795
Title I	76	-	-	76
Title IV	104200	-	-	104,200
ESSER I	250,165	-	-	250,165
ESSER II	952,408	-	-	952,408
GEER (LLM)	176,864	-	-	176,864
Child Nutrition		327,200	-	327,200
Medi-Cal Billing	2,163	-	-	2,163
Head Start	-	-	39,600	39,600
State Government:				
LCFF State Aid	6,361,180	-	-	6,361,180
Lottery	290,618	-	-	290,618
Special Education	994,807	-	-	994,807
Child Development	-	-	52,694	52,694
In Person Instruction	321,436	-	-	321,436
ELO Grant	191,685	-	-	191,685
Child Nutrition	-	27,013	-	27,013
Local Sources				
ASES	732,868	-	-	732,868
CA State Preschool Progran	-	-	68,012	68,012
Other Local Sources	4,428	-	39,600	44,028
Total Accounts Receivable	$ 11,355,693	$ 354,213	$ 199,906	$ 11,909,812

F. Capital Assets

Capital asset activity for the year ended June 30, 2021, was as follows:

Governmental activities:	Beginning Balances	Increases	Decreases	Ending Balances
Capital assets not being depreciated:				
Land	$ 45,896,267	$ -	$ -	$ 45,896,267
Work in progress	66,996	170,396	-	237,392
Total capital assets not being depreciated	45,963,263	170,396	-	46,133,659
Capital assets being depreciated:				
Land improvements	19,923,026	-	-	19,923,026
Buildings and improvements	134,718,919	-	-	134,718,919
Equipment	3,363,419	18,946	-	3,382,365
Total capital assets being depreciated	158,005,364	18,946	-	158,024,310
Less accumulated depreciation for:				
Land improvements	(15,798,772)	(955,483)	-	(16,754,255)
Buildings and improvements	(46,801,511)	(3,846,798)	-	(50,648,309)
Equipment	(2,678,745)	(137,507)	-	(2,816,252)
Total accumulated depreciation	(65,279,028)	(4,939,788)	-	(70,218,816)
Total capital assets being depreciated, net	92,726,336	(4,920,842)	-	87,805,494
Governmental activities capital assets, net	$ 138,689,599	$ (4,750,446)	$ -	$ 133,939,153

Depreciation of $4,939,788 was not charged to any function.

G. Interfund Balances & Activities

1. Due To and From Other Funds

Balances due to and due from other funds at June 30, 2021 consisted of the following:

Interfund Receivable (Due From Other Funds)	Interfund Payable (Due To Other Funds)	Amount	Purpose
General Fund	Child Development	$ 246,873	Interfund Borrowing
Child Development	General Fund	6,318	Interfund Borrowing
Cafeteria Fund	General Fund	40,238	Interfund Borrowing
Capital Facilities	General Fund	1,500,000	Interfund Borrowing
General Fund	Cafeteria Fund	806,076	Interfund Borrowing
General Fund	Capital Facilities	46,535	Interfund Borrowing
	Total	$ 2,646,040	

2. Transfers To and From Other Funds

Transfers to and from other funds at June 30, 2021, consisted of the following:

Transfers In	Transfers Out	Amount	Purpose
CFD Debt Service Fund	CFD Capital Project Fund	$ 4,068,844	CFD Debt Service

H. Accounts Payable

Accounts payable balances as of June 30, 2021 consisted of:

	Major Governmental Funds		Nonmajor Governmental Funds	Total
	General Fund	Cafeteria Fund		
Vendors Payable	$ 523,957	$ 8,730	$ -	$ 532,687
Payroll and Benefits	85,587	33,083	1,819	120,489
LCFF Repayment	1,439,898	-	-	1,439,898
Total accounts payable	$ 2,049,442	$ 41,813	$ 1,819	$ 2,093,074

I. Unearned Revenue

Unearned revenue balances as of June 30, 2021 consisted of:

	Major Governmental Funds		Non Major Governmental Funds	Total
	General Fund	Cafeteria Fund		
Title I	$ 913,960	-	$ -	$ 913,960
ESSA School Improvement	21,769	-	-	21,769
Title II Supporting Effective Instruction	147,690	-	-	147,690
Title IV Student Support & Academic Enrichment	100,343	-	-	100,343
Title III Immigrant Student	9,696	-	-	9,696
Title III English Learner	208,986	-	-	208,986
ESSA Education for Homeless Children	166,068	-	-	166,068
Head Start	-	-	254,096	254,096
Child Nutrition	-	11,596	-	11,596
Total unearned revenue	$ 1,568,512	$ 11,596	$ 254,096	$ 1,834,204

J. Fund Balance Classifications of the Governmental Funds

Ending fund balance classifications of the governmental funds for the year ended June 30, 2021 consisted of:

	Major Governmental Funds					
	General Fund	Cafeteria Fund	Building Fund	Bond Interest and Redemption Fund	Nonmajor Governmental Funds	Total
Nonspendable Fund Balance						
Revolving Cash	$ 68,433	$ -	$ -	$ -	$ -	$ 68,433
Stores	-	78,624	-	-	-	78,624
Total Nonspendable Fund Balance	68,433	78,624	-	-	-	147,057
Restricted Fund Balance						
Capital Projects	335,601	-	20,012,563	-	7,704,322	28,052,486
Debt Service	-	-	-	12,663,454	-	12,663,454
Student Activity Funds	-	-	-	-	55,544	55,544
Medi-Cal Billing	20,075	-	-	-	-	20,075
Lottery: Instructional Materials	374,014	-	-	-	-	374,014
Special Education	15,027	-	-	-	-	15,027
Expanded Learning Opportunities	2,305,171	-	-	-	-	2,305,171
Child Development	-	-	-	-	308,607	308,607
Educational Programs	77,005	-	-	-	-	77,005
Child Nutrition	-	311,453	-	-	-	311,453
Other Purposes	5,920,124	-	-	-	-	5,920,124
Total Restricted Fund Balance	9,047,017	311,453	20,012,563	12,663,454	8,068,473	50,102,960
Assigned Fund Balance						
ADA Overstatement Repayment	1,445,256	-	-	-	-	1,445,256
Total Assigned Fund Balance	1,445,256	-	-	-	-	1,445,256
Unassigned Fund Balance						
For Economic Uncertanties	2,284,683	-	-	-	-	2,284,683
Total Unassigned Fund Balance	2,284,683	-	-	-	-	2,284,683
Total Fund Balance	$ 12,845,389	$ 390,077	$ 20,012,563	$ 12,663,454	$ 8,068,473	$ 53,979,956

K. Short Term Debt Activity

The District accounts for short-term debts for maintenance purposes through the General Fund. The proceeds from loans are shown in the financial statements as other financing sources. The District did not issue any short-term debt during the current fiscal year.

L. Long Term Obligations

1. Long-Term Obligation Activity

Long-term obligations include debt and other long-term liabilities. Changes in long-term obligations for the year ended June 30, 2021, are as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental Activities:					
General Obligation Bonds	$115,873,131	$ 35,830,000	$ 4,594,822	$147,108,309	$ 7,602,218
Accreted Interest	54,045,656	7,860,993	1,140,179	60,766,470	1,292,782
Bond Premiums	3,406,365	2,454,509	194,599	5,666,275	383,591
Total GO Bonds	173,325,152	46,145,502	5,929,600	213,541,054	9,278,591
Certificates of Participation	46,844,715	16,455,000	25,119,715	38,180,000	1,950,000
Accreted Interest	593,295	-	593,295	-	-
COPS Premiums/Discounts	3,058,604	797,602	1,269,329	2,586,877	131,240
Total Certificates of Participation	50,496,614	17,252,602	26,982,339	40,766,877	2,081,240
Capital Leases Payable	1,447,791	-	1,447,791	-	-
QZAB Bonds	507,260	-	253,630	253,630	253,630
Principal Apportionment Plan	2,776,703	-	712,378	2,064,325	712,378
Total OPEB Liability	17,019,214	1,172,627	-	18,191,841	-
Net Pension Liability	63,801,611	-	3,122,068	60,679,543	-
Compensated Absences*	554,053	310,508	-	864,561	864,561
Total Governmental Activities	$309,928,398	$ 64,881,239	$ 38,447,806	$336,361,831	$ 13,190,400

*Other long-term liabilities

- Payments for general obligation bonds are made from the bond interest and redemption fund.
- Payments for certificates of participation are made from the debt service fund for blended component units.
- Payments for capital leases are made from the general fund.
- Payments for pension contributions are made from the general fund.
- Payments for OPEB contributions are made from the general fund.
- Payments for compensated absences are made from the general fund.

2. General Obligation Bonds

The District's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The District repays general obligation bonds from voter-approved property taxes.

In 1997, registered voters authorized the issuance of $250,000,000 principal amount of general obligation bonds. Of the amounts originally authorized, $108,487,391 were not issued.

On March 3, 2020, registered voters approved Measure U authorizing the issuance of $55,500,000 in bonds to replace the bonds previously authorized in 1997. Of the amounts authorized under Measure U, $35,500,000 remains unissued.

On March 3, 2020, registered voters approved Measure T authorizing the issuance of $52,985,000 in general obligation bonds. Of the amounts authorized under Measure T, $37,155,000 remains unissued.

General obligation bonds at June 30, 2021 consisted of the following:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
1997 Election, Series D	02/01/05	3.00-4.25%	08/01/29	$ 24,619,362
1997 Election, Series E	11/15/07	4.00-5.00%	08/01/32	33,952,740
1997 Election, Series F	06/28/11	2.00-10.90%	08/01/50	17,599,623
1997 Election, Series G	05/31/12	5.45-12.00%	08/01/41	28,990,884
2012 Refunding Bonds	06/27/12	0.50-5.00%	08/01/29	29,860,000
2015 Refunding Bonds	06/03/15	2.00-5.43%	08/01/48	45,643,442
2020 Series A, Measure U	09/03/20	3.00-4.00%	08/01/45	20,000,000
2020 Series A, Measure T	09/03/20	0.37-2.97%	08/01/45	15,830,000
Total GO Bonds				$ 216,496,051

	Beginning Balance	Increases	Decreases	Ending Balance
1997 Election, Series D				
Principal	$ 13,425,362	$ -	$ 1,034,822	$ 12,390,540
Premium	196,250	-	19,625	176,625
Accreted Interest	15,558,790	1,475,848	1,140,179	15,894,459
1997 Election, Series E				
Principal	14,137,741	-	-	14,137,741
Premium	152,666	-	-	152,666
Accreted Interest	12,265,089	1,392,184	-	13,657,273
1997 Election, Series F				
Principal	580,702	-	-	580,702
Premium	75,294	-	-	75,294
Accreted Interest	864,893	161,849	-	1,026,742
1997 Election, Series G				
Principal	28,990,884	-	-	28,990,884
Premium	676,917	-	30,770	646,147
Accreted Interest	15,621,787	2,586,737	-	18,208,524
2012 Refunding Bonds				
Principal	15,650,000	-	2,185,000	13,465,000
Premium	1,037,480	-	103,748	933,732
2015 Refunding Bonds				
Principal	43,088,442	-	1,375,000	41,713,442
Premium	1,267,758	-	40,456	1,227,302
Accreted Interest	9,735,097	2,244,375	-	11,979,472
2020 Series A, Measure U				
Principal	-	20,000,000	-	20,000,000
Premium	-	2,454,509	-	2,454,509
2020 Series A, Measure T				
Principal	-	15,830,000	-	15,830,000
Total GO Bonds	$ 173,325,152	$ 46,145,502	$ 5,929,600	$ 213,541,054

The annual requirements to amortize the bonds outstanding at June 30, 2021 are as follows:

Year Ended June 30,	Principal	Interest	Accreted Interest	Total
2022	$ 7,602,218	$ 1,978,920	$ 1,292,782	$ 10,873,920
2023	7,740,024	1,822,867	1,804,976	11,367,867
2024	6,028,132	1,625,783	1,996,868	9,650,783
2025	5,706,776	1,426,932	2,283,224	9,416,932
2026	6,216,793	1,237,424	2,418,207	9,872,424
2027-2031	21,644,392	4,992,448	31,080,608	57,717,448
2032-2036	22,006,453	4,216,382	42,113,547	68,336,382
2037-2041	25,520,460	2,775,255	57,709,540	86,005,255
2042-2046	31,389,728	977,887	80,575,272	112,942,887
2047-2051	13,253,333	-	60,516,667	73,770,000
Total	$ 147,108,309	$ 21,053,898	$ 281,791,691	$ 449,953,898

Amounts represented in the repayment schedule for accreted interest are reflective of 100% of amounts to be repaid. Amounts represented as accreted interest in the debt summary are reflective of amounts that have accrued as of June 30, 2021.

Accreted interest is the process of systematically increasing the carrying amount of capital appreciation bonds to their estimated value at the maturity date of the bond. The District imputes the effective interest rate, using the present value, the face value, and the period of the bond and multiplies the effective interest rate by the book value of the debt at the end of the period.

Premium

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and then amortize the premium over the life of the bond.

Effective interest on general obligation bonds issued at a premium are as follows:

	1997 Series D	1997 Series E	1997 Series F	1997 Series G
Total Interest Payments on Bonds	$ 30,814,643	$ 43,043,707	$ 213,389,044	$ 88,034,116
Less Bond Premium	(594,306)	(723,738)	(1,090,083)	(925,828)
Net Interest Payments	$ 30,220,337	$ 42,319,969	$ 212,298,961	$ 87,108,288
Par Amount of Bonds	24,619,362	33,952,740	17,599,623	28,990,884
Periods	25	25	39	30
Effective Interest Rate	4.91%	4.99%	30.93%	10.02%

	2012 Refunding Bonds	2015 Refunding Bonds	2020 Series A, Measure U	2020 Series A, Measure T
Total Interest Payments on Bonds	$ 9,538,616	$ 128,956,075	$ 11,487,125	$ 6,228,183
Less Bond Premium	(1,867,466)	(1,342,933)	(2,454,509)	-
Net Interest Payments	$ 7,671,150	$ 127,613,142	$ 9,032,616	$ 6,228,183
Par Amount of Bonds	29,860,000	45,643,442	20,000,000	15,830,000
Periods	18	34	25	25
Effective Interest Rate	1.43%	8.22%	1.81%	1.57%

3. Certificates of Participation

The District's certificates of participation (COPs) consist of various issues of COPs that are generally callable with interest payable semiannually. COPs proceeds pay primarily for acquiring or constructing capital facilities. The District repays COPs from the debt service fund for component units. The debt is secured by facilities owned by the District.

Certificates of participation issued by the District as of June 30, 2021 consisted of the following:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
2012 COPs	01/31/12	2.00-6.20%	09/01/41	$ 10,409,715
2015 Refund COPS	08/18/15	1.75-5.00%	09/01/34	21,585,000
2016 Refund COPS	09/29/16	2.00-4.00%	09/01/35	6,505,000
2017 COPS	08/02/17	5.00%	09/01/47	14,000,000
2021 COPS	04/08/21	2.00-4.00%	09/01/50	16,455,000
Total COPs				$ 68,954,715

	Beginning Balance	Increases	Decreases	Ending Balance
2012 COPs				
Principal	$ 9,904,715	$ -	$ 9,904,715	$ -
Discount	(28,468)	-	(28,468)	-
Accreted Interest	593,295	-	593,295	-
2015 Refund COPS				
Principal	16,755,000	-	1,055,000	15,700,000
Premium	1,210,012	-	76,190	1,133,822
2016 Refund COPS				
Principal	6,185,000	-	160,000	6,025,000
Premium	672,859	-	17,406	655,453
2017 COPS				
Principal	14,000,000	-	14,000,000	-
Premium	1,204,201	-	1,204,201	-
2021 COPS				
Principal	-	16,455,000	-	16,455,000
Premium	-	797,602	-	797,602
Total COPs	$ 50,496,614	$ 17,252,602	$ 26,982,339	$ 40,766,877

The annual requirements to amortize the certificates of participation at June 30, 2021 are as follows:

Year Ended June 30,	Principal	Interest	Total
2022	$ 1,950,000	$ 1,290,875	$ 3,240,875
2023	1,740,000	1,329,544	3,069,544
2024	1,835,000	1,269,492	3,104,492
2025	1,835,000	1,186,742	3,021,742
2026	1,740,000	1,104,092	2,844,092
2027-2031	10,170,000	4,282,026	14,452,026
2032-2036	10,185,000	1,977,988	12,162,988
2037-2041	4,540,000	724,919	5,264,919
2042-2046	2,540,000	344,359	2,884,359
2047-2051	1,645,000	66,797	1,711,797
Total	$ 38,180,000	$ 13,576,834	$ 51,756,834

Premium

COPs premium arises when the market rate of interest is higher than the stated interest rate on the certificates. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the certificates and then amortize the premium over the life of the certificates.

Effective interest on certificates of participation issued at a premium are as follows:

	2015 COPS	2016 COPS	2017 COPS	2021 COPS
Total Interest Payments	$ 9,324,060	$ 3,376,150	$ 16,255,361	$ 6,060,569
Less COPS Premium	(1,558,824)	(707,671)	(1,333,885)	(797,602)
Net Interest Payments	$ 7,765,236	$ 2,668,479	$ 14,921,476	$ 5,262,967
Par Amount of COPs	21,585,000	6,505,000	14,000,000	16,455,000
Periods	20	21	30	30
Effective Interest Rate	1.80%	1.95%	3.55%	1.07%

4. Capital Leases

During the 2016-17 fiscal year the District entered into a capital lease agreement with PNC Equipment Finance to fund energy projects for $1,988,254. The funds were deposited into an escrow account to be restricted specifically for approved energy project expenditures. The lease is payable in semi-annual installments over ten years commencing December 2017. The lease bears a fixed interest rate of 3.243%. The district repaid the capital lease in full during the 2020-21 fiscal year.

5. QZAB Bonds

On October 14, 2005, the District issued $5,000,000 in Qualified Zone Academy Bonds (QZABs) to provide funds to finance certain capital improvements, equipment and other educational development programs of the District. The District is required to make a scheduled deposit of $253,630 each year through the maturity date of October 27, 2021. Accumulated interest earned on the account provides the additional funding required to pay the bonds in full upon maturity. The escrow account accrues interest at a fixed rate of 5.51%. As of June 30, 2021 the escrow account carried an accrued balance of $4,492,740 The District does not have a legal right to claim cash in the escrow account and is not obligated to make payments in excess of the scheduled deposit amounts.

QZAB Bonds as of June 30, 2021 consisted of:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
QZAB Bonds	10/14/05	N/A	10/27/21	$ 5,000,000

	Beginning Balance	Increases	Decreases	Ending Balance
QZAB Bonds	$ 507,260	$ -	$ 253,630	$ 253,630

The annual requirements to amortize the QZAB bonds are as follows:

Year Ended June 30,	Schedule Deposits	Interest	Total
2022	$ 253,630	$ -	$ 253,630
Totals	$ 253,630	$ -	$ 253,630

6. Principal Apportionment Repayment Plan

In October 2019, the California Department of Education approved the request for a repayment plan to resolve the impact of an overstatement of principal apportionment for the 2015-16 year. The District and the California Department of Education agreed on the liability of $1,767,952 to be repaid in annual installments of $441,988 through 2022.

In October 2019, the California Department of Education approved the request for a repayment plan to resolve the impact and overstatement of principal apportionment for the 2016-17 fiscal year as a result of the overstated attendance finding which was documented in the 2015-16 audit report. After legal involvement and review, the District and the California Department of Education have agreed on the liability of $2,163,117 to be repaid in eight annual installments consisting of seven annual installments of $270,390 each with a final installment of $270,387.

Annual installments will be withheld from principal apportionment paid to the District each year, beginning with the 2019-20 First Principal Apportionment until the full liability is satisfied. Interest on the outstanding balance of the repayment will be calculated at the rate earned on the state's short term pooled money investment account. Any interest accrued during the year will be calculated and withheld from the Second Principal Apportionment, beginning in 2020-21 until all interest charges are satisfied.

The repayment plan for the liability is as follows:

Year Ended June 30,	2015-16 Apportionment Repayments	2016-17 Apportionment Repayments	Total
2022	$ 441,988	$ 270,390	$ 712,378
2023	-	270,390	270,390
2024	-	270,390	270,390
2025	-	270,390	270,390
2026	-	270,390	270,390
2027-2031	-	270,387	270,387
Totals	$ 441,988	$ 1,622,337	$ 2,064,325

7. Debt Refunding

On September 3, 2020, the District issued Measure T general obligation bonds which were utilized to pre-pay the remaining calls for the 2017 Certificates of Participation. The refunding of the 2017 COPs resulted in an accounting loss on refunding and an economic gain on refunding.

On April 29, 2021, the District issued 2021 Certificates of Participation which were utilized to pre-pay remaining calls for 2012 Certificates of Participation. The refunding of the 2012 COPs resulted in an accounting loss on refunding with an economic gain on refunding.

Calculation of Gain/(Loss) on Refunding

	2012 COP Prepayment	2017 COP Prepayment
Net Carrying Amount of Debt		
PAR Amount of Refunded Bonds	$ 9,794,715	$ 14,000,000
Unmatured Premium/Discount - Refunded Debt	(28,468)	1,204,201
Total Maturity Value of Refunded Debt	9,766,247	15,204,201
Reacquisition Price		
PAR Amount of New Debt	10,940,000	15,830,000
Premium for New Debt	270,130	-
Total Reacquisition Price	11,210,130	15,830,000
Gain/(Loss) on Refunding	$ (1,443,883)	$ (625,799)

Calculation of Economic Gain/(Loss)

	2012 COP Prepayment	2017 COP Prepayment
Prior Debt Service Payments	$ 18,171,153	$ 28,141,750
New Debt Service Payments	15,338,200	25,148,337
Debt Service Savings	2,832,953	2,993,413
Discount to present value	45,974	(2,364,637)
Less: Prior Funds on Hand	(637)	-
Economic Gain (Loss) on Refunding	$ 2,878,290	$ 628,776

8. Compensated Absences

   Total unpaid employee compensated absences as of June 30, 2021 amounted to $864,561. This amount is included as part of long-term liabilities in the government-wide financial statements.

9. Net Pension Liability

   The District's beginning net pension liability was $63,801,611 and decreased by $3,122,068 during the year ended June 30, 2021 for a ending net pension liability of $60,679,543. See Note M for additional information regarding the net pension liability.

10. Total OPEB Liability

    The District's beginning total OPEB liability was $17,019,214 and increased by $1,172,627 during the year ended June 30, 2021 for a ending total OPEB liability of $17,019,214. See Note N for additional information regarding the total OPEB liability.

M. Pension Plans

1. General Information about the Pension Plans

   a. Plan Descriptions

   Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and Local Government resolution. Support by the State for the CalSTRS plan is such that the plan has a special funding situation as defined by GASB Statement No. 68. CalSTRS and CalPERS issue publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on their respective websites.

   b. Benefits Paid

   CalSTRS and CalPERS provide service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at 62 for normal benefits or at age 55 with statutorily reduced benefits. Employees hired prior to January 1, 2013 are eligible to retire at age 60 for normal benefits or at age 55 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. All members are eligible for death benefits after one year of total service.

   The Plan's provisions and benefits in effect at June 30, 2021 are summarized as follows:

	CalSTRS	
	Before	After
Hire Date	Jan. 1, 2013	Jan. 1, 2013
Benefit Formula	2% at 60	2% at 62**
Benefit Vesting Schedule	5 Years	5 Years
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	55-60	55-62
Monthly Benefits as a % of Eligible Compensation	1.1 - 2.4%	1.0 - 2.4%*
Required Employee Contribution Rates (2020-21)	10.250%	10.205%
Required Employer Contribution Rates (2020-21)	16.150%	16.150%
Requried State Contribution Rates (2020-21)	10.328%	10.328%

*Amounts are limited to 120% of Social Security Wage Base.
**The contribution rate for CalSTRS 2% at 62 members is based, in part, on the normal cost of benefits and may increase or decrease in future years.

	CalPERS	
	Before	After
Hire Date	Jan. 1, 2013	Jan. 1, 2013
Benefit Formula	2% at 60	2% at 62**
Benefit Vesting Schedule	5 Years	5 Years
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	50-62	52-67
Monthly Benefits as a % of Eligible Compensation	1.1 - 2.5%	1.0 - 2.5%*
Required Employee Contribution Rates (2020-21)	7.000%	7.000%
Requried State Contribution Rates (2020-21)	20.700%	20.700%

*Amounts are limited to 120% of Social Security Wage Base

c. Contributions

CalSTRS

For the fiscal year ended June 30, 2021, California Education Code §22950 requires members to contribute monthly to the system 10.205% (if hired on or after January 1, 2013) or 10.25% (if hired before January 1, 2013) of the creditable compensation upon which members' contributions under this part are based. In addition, the employer required rates established by the CalSTRS board have been established at 16.15% of creditable compensation for the fiscal year ended June 30, 2021. Rates are defined in Education Code §22950.5 through the fiscal year ending June 30, 2021. Beginning in the fiscal year ending on June 30, 2022, and for each fiscal year thereafter, the CalSTRS Board has the authority to increase or decrease percentages paid specific to reflect the contribution required to eliminate by June 30, 2046, the remaining unfunded actuarial obligation with respect to service credited to members before July 1, 2014, as determined by the Board based upon a recommendation from its actuary. Those adjustments are limited to 1% annually, not to exceed 20.25% of creditable compensation. For 2020-21, the employer rate reflects a 2.95% reduction from the rate that was originally required in the funding plan.

CalPERS

California Public Employees' Retirement Law §20814(c) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. The CalPERS Board retains the authority to amend contribution rates. The total plan contributions are determined through CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of the employees. For the fiscal year ended June 30, 2021, the employee contribution rate was 7.00% and the employer contribution rate was 20.700% of covered payroll. For 2020-21, the employer rate reflects a 1.98% reduction from the rate originally adopted by the board on April 21, 2020, due to an amendment of Government Code §20825.2.

On Behalf Payments

Consistent with California Education Code §22955.1, the State of California makes contributions to CalSTRS on behalf of employees working for the District. For the fiscal year ended June 30, 2021 the State contributed 10.328% of salaries creditable to CalSTRS. Consistent with the requirements of generally accepted accounting principles, the District has recorded these contributions as revenue and expense in the fund financial statements (current financial resources measurement focus). The government-wide financial statements have recorded revenue and expense for pension expense paid on behalf of the District (economic resources measurement focus). Contributions reported for on behalf payments are based on the District's proportionate share of the States contribution for the fiscal year. Contributions made by the state on behalf of the District and the State's pension expense associated with District employees for the past three fiscal years are as follows:

CalSTRS			
Year Ended June 30,	On Behalf Contribution Rate	On Behalf Contribution Amount	On Behalf Pension Expense
2019	9.828%	$ 3,623,300	$ (714,281)
2020	10.328%	2,459,957	777,619
2021	10.328%	2,718,401	1,770,438

CalPERS			
Year Ended June 30,	On Behalf Contribution Rate	On Behalf Contribution Amount	On Behalf Pension Expense
2019	N/A	$ 896,186	N/A

The contributions made by the State during the fiscal year ended June 30, 2019, included amounts resulting from Senate Bill (SB) 90 settlement in which the State contributed an additional $2.2 Billion to CalSTRS and $904 Million to CalPERS during the 2018-19 fiscal year in order to reduce employer contribution rates in 2019-20 and 2020-21. In addition, the State contributed an additional $1.1 Billion to CalSTRS during the 2019-20 fiscal year and $297 Million to CalSTRS during the 2020-21 fiscal year as a continuing settlement associated with SB90.

d. Contributions Recognized

For the fiscal year ended June 30, 2021 (measurement period June 30, 2020), the contributions recognized for each plan were:

	Governmental Fund Financial Statements (Current Financial Resources Measurement Focus)		
	CalSTRS	CalPERS	Total
Contributions - Employer	$ 3,725,260	$ 2,255,603	$ 5,980,863
Contributions - State On Behalf Payments	2,718,401	-	2,718,401
Total Governmental Funds	$ 6,443,661	$ 2,255,603	$ 8,699,264

	Government-Wide Financial Statements (Economic Resources Measurement Focus)		
	CalSTRS	CalPERS	Total
Contributions - Employer	$ 4,072,934	$ 2,126,019	$ 6,198,953
Contributions - State On Behalf Payments	-	-	-
Total Government-Wide	$ 4,072,934	$ 2,126,019	$ 6,198,953

2. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2020 (measurement date) the District reported net pension liabilities for its proportionate share of the net pension liability of each plan as follows:

	Proportionate Share of the Net Pension Liability		
	CalSTRS	CalPERS	Total
Governmental Activities	$ 37,856,551	$ 22,822,992	$ 60,679,543

The District's net pension liability for each Plan is measured as the proportionate share of the total net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2020. The total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019 rolled forward to measurement date June 30, 2020 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, as actuarially determined.

The District's proportionate share of the net pension liability for each Plan as of June 30, 2020 and June 30, 2021 were as follows:

	CalSTRS			CalPERS
	District's Proportionate Share	State's Proportionate Share*	Total For District Employees	District's Proportionate Share
Governmental Activities				
Proportion June 30, 2020	0.0456%	0.0241%	0.0697%	0.0777%
Proportion June 30, 2021	0.0391%	0.0278%	0.0669%	0.0744%
Change in Proportion	-0.0065%	0.0037%	-0.0028%	-0.0033%

*Represents State's Proportionate Share on behalf of District employees.

a. Pension Expense

	Governmental Activities		
	CalSTRS	CalPERS	Total
Change in Net Pension Liability (Asset)	$ (3,300,268)	$ 178,200	$ (3,122,068)
State On Behalf Pension Expense	1,770,438	-	1,770,438
Employer Contributions to Pension Expense	3,725,260	2,255,603	5,980,863
Change in Contributions Subsequent to Measurement Date	347,674	(129,584)	218,090
Change in Other Deferred Outflows/Inflows of Resources	2,824,174	2,849,217	5,673,391
Total Pension Expense - Governmental	$ 5,367,278	$ 5,153,436	$ 10,520,714

b. Deferred Outflows and Inflows of Resources

At June 30, 2021, The District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources		
	CalSTRS	CalPERS	Total
Governmental Activities			
Pension contributions subsequent to measurement date	$ 3,725,260	$ 2,255,603	$ 5,980,863
Differences between actual and expected experience	62,075	1,283,170	1,345,245
Changes in assumptions	2,935,949	106,801	3,042,750
Changes in employer's proportionate share	1,335,020	767,501	2,102,521
Net difference between projected and actual earnings	762,619	470,885	1,233,504
Total Deferred Outflows of Resources	$ 8,820,923	$ 4,883,960	$ 13,704,883

	Deferred Inflows of Resources		
	CalSTRS	CalPERS	Total
Governmental Activities			
Differences between actual and expected experience	$ 947,596	$ -	$ 947,596
Changes in employer's proportionate share	4,700,127	997,428	5,697,555
Total Deferred Inflows of Resources	$ 5,647,723	$ 997,428	$ 6,645,151

Pension contributions made subsequent to the measurement date reported as deferred outflows of resources will be recognized as a portion of pension expense in the year ended June 30, 2022. The remaining amounts reported as deferred outflows or deferred inflows of resources will be recognized as an increase or decrease to pension expense over a five-year period. Pension expense resulting from deferred outflows and deferred inflows of resources will be recognized as follows:

	Governmental Activities				
Year Ended	Deferred Outflows of Resources		Deferred Inflows of Resources		Net Effect
June 30,	CalSTRS	CalPERS	CalSTRS	CalPERS	on Expenses
2022	$ 4,715,519	$ 3,495,442	$ (1,355,582)	$ (268,048)	$ 6,587,331
2023	1,652,655	773,324	(1,355,231)	(268,048)	802,700
2024	1,750,222	388,321	(1,354,596)	(268,049)	515,898
2025	587,678	226,873	(1,354,596)	(193,283)	(733,328)
2026	57,424	-	(173,978)	-	(116,554)
Thereafter	57,425	-	(53,740)	-	3,685
Total	$ 8,820,923	$ 4,883,960	$ (5,647,723)	$ (997,428)	$ 7,059,732

c. Actuarial Assumptions

Total pension liabilities for the fiscal year ended June 30, 2021, were based on actuarial valuations determined using the following actuarial assumptions:

	CalSTRS	CalPERS
Fiscal Year	June 30, 2021	June 30, 2021
Measurement Date	June 30, 2020	June 30, 2020
Valuation Date	June 30, 2019	June 30, 2019
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Experience Study Period	2015 - 2018	1997 - 2015
Actuarial Assumptions:		
Discount Rate	7.10%	7.15%
Inflation	2.75%	2.50%
Wage Growth	3.50%	(3)
Investment Rate of Return	7.10%	7.15%
Post Retirement Benefit Increase	(1)	(4)
Mortality	(2)	(5)

(1) CalSTRS post-retirement benefit increases assumed at 2% simple (annually) maintaining 85% purchasing power level.

(2) CalSTRS base mortality tables are custom tables derived to best fit the patterns of mortality among CalSTRS members. The projection scale was set to equal 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table issued by the Society of Actuaries.

(3) Varies by entry age and service.

(4) CalPERS post retirement benefit increases assumes 2.00% until PPPA floor on purchasing power applies, 2.50% thereafter.

(5) CalPERS mortality table was developed based on CalPERS specific data. The table includes 15 years of mortality improvement using the Society of Actuaries 90% of scale MP-2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

a. Discount Rate

The discount rate used to measure the total pension liability was 7.10% for CalSTRS and 7.15% for CalPERS. The projection of cash flows used to determine the discount rates assumed the contributions from the plan members, employers, and state contributing agencies (where applicable) will be made at statutory contribution rates. To determine whether the District bond rate should be used in the calculation of a discount rate for each plan, CalSTRS and CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current discount rates are adequate, and the use of the discount bond rate calculations is not necessary for either plan. The stress test results are presented in detailed reports that can be obtained from CalPERS and CalSTRS respective websites.

The CalPERS discount rate was increased from 7.50% to 7.65% at measurement date June 30, 2015 (Fiscal year June 30, 2016) to correct for an adjustment to exclude administrative expenses. Subsequently CalPERS discount rate was decreased from 7.65% to 7.15% at measurement date June 30, 2017 (Fiscal year June 30, 2018) to adjust for changes resulting from actuarially determined amounts.

The CalSTRS discount rate was adjusted from 7.60% to 7.10% for measurement date June 30, 2017 (Fiscal year June 30, 2018) to adjust for changes resulting from a new actuarial experience study.

According to Paragraph 30 of GASB Statement No. 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The investment return assumption used in the accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. Using this lower discount rate has resulted in a slightly higher total pension liability and net pension liability. CalSTRS and CalPERS checked the materiality threshold for the difference in calculation and did not find it to be a material difference.

CalSTRS and CalPERS are scheduled to review actuarial assumptions as part of their regular Asset Liability Management (ALM) review cycle. CalSTRS completed their ALM November 2019 with new policies in effect on July 1, 2021. CalPERS completed their ALM in 2018 with new policies in effect on July 1, 2018. Both CalSTRS and CalPERS conduct new ALM's every 4 years.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalSTRS and CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and long-term (11-60 years) using a building block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest quarter of one percent.

The tables below reflect the long-term expected real rate of return by asset class. The rate of return was calculated using capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

CalSTRS

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return*
Public Equity	42.00%	4.80%
Real Estate	15.00%	3.60%
Private Equity	13.00%	6.30%
Fixed Income	12.00%	1.30%
Risk Mitigating Strategies	10.00%	1.80%
Inflation Sensitive	6.00%	3.30%
Cash/Liquidity	2.00%	-0.40%

*20 year average

CalPERS

Asset Class[1]	Assumed Asset Allocation	Real Return Years 1 - 10[2]	Real Return Years 11+[3]
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%

(1) In the basic financial statements, fixed income is included in global debt securities; liquidity is included in short term investments; inflation assets are included in both global equity securities and global debt securities.
(2) An expected inflation of 2.00% is used for this period.
(3) An expected inflation of 2.92% is used for this period

b. Sensitivity to Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following represents the District's proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	CalSTRS	CalPERS
1% Decrease	6.10%	6.15%
Net Pension Liability	$ 57,195,975	$ 32,812,213
Current Discount Rate	7.10%	7.15%
Net Pension Liability	$ 37,856,551	$ 22,822,992
1% Increase	8.10%	8.15%
Net Pension Liability	$ 21,889,133	$ 14,532,440

3. Total Pension Liability, Pension Plan Fiduciary Net Position and Net Pension Liability

CalSTRS

	Increase (Decrease)				
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)	State's Share of Net Pension Liability (c)	District's Share of Net Pension Liability (a) - (b) - (c)
Balance at June 30, 2020 (Previously Reported)	$ 229,474,300	$ 166,513,011	$ 62,961,289	$ 21,804,471	$ 41,156,818
Changes for the year					
CalSTRS auditor adjustment	(1,337)	-	(1,337)	(555)	(782)
Change in proportionate share	(9,473,092)	(6,873,942)	(2,599,150)	3,276,009	(5,875,159)
Service cost	4,905,558	-	4,905,558	2,038,260	2,867,298
Interest	15,594,861	-	15,594,861	6,479,668	9,115,193
Difference between expected and actual experience	(643,604)	-	(643,604)	(267,417)	(376,187)
Change in assumptions	687,714	-	687,714	285,745	401,969
Change in benefits	-	-	-	-	-
Contributions:					
Employer	-	4,063,499	(4,063,499)	(1,688,385)	(2,375,114)
Employee	-	2,496,248	(2,496,248)	(1,037,192)	(1,459,056)
State on oehalf	-	2,971,963	(2,971,963)	(1,234,851)	(1,737,112)
Net investment income	-	6,752,211	(6,752,211)	(2,805,545)	(3,946,666)
Other income	-	67,784	(67,784)	(28,164)	(39,620)
Benefit payments[(1)]	(10,709,806)	(10,709,806)	-	-	-
Administrative expenses	-	(146,277)	146,277	60,778	85,499
Borrowing costs	-	(63,284)	63,284	26,294	36,990
Other expenses	-	(4,243)	4,243	1,763	2,480
Net changes	360,294	(1,445,847)	1,806,141	5,106,408	(3,300,267)
Balance at June 30, 2021	$ 229,834,594	$ 165,067,164	$ 64,767,430	$ 26,910,879	$ 37,856,551

(1) – Includes refunds of employee contributions

CalPERS

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at June 30, 2020 (Previously Reported)	$ 75,601,898	$ 52,957,106	$ 22,644,792
Changes for the year			
Change in proportionate share	(3,226,501)	(2,260,078)	(966,423)
Service cost	1,712,949	-	1,712,949
Interest	5,135,922	-	5,135,922
Difference between expected and actual experience	336,554	-	336,554
Change in assumptions	-	-	-
Change in benefits	-	-	-
Contributions:			
Employer	-	2,131,924	(2,131,924)
Employee	-	779,521	(779,521)
Nonemployer	-	672,422	(672,422)
Net plan to plan resource movement	-	122	(122)
Net investment income	-	2,527,932	(2,527,932)
Benefit payments[(1)]	(3,474,695)	(3,474,695)	-
Administrative expenses	-	(71,119)	71,119
Other expenses	-	-	-
Net changes	484,229	306,029	178,200
Balance at June 30, 2021	$ 76,086,127	$ 53,263,135	$ 22,822,992

(1) – Includes refunds of employee contributions

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalSTRS and CalPERS financial reports available on their respective websites.

N. Postemployment Benefits Other than Pension Benefits (OPEB)

1. Plan Description

The District's defined benefit OPEB plan, San Ysidro School District Retiree Health Care Plan (the Plan) provides OPEB for retirees that meet eligibility requirements until age 65. Retirees in the plan are eligible for the same medical plans as active employees. The Plan is a single employer defined benefit OPEB plan administered by the District. Authority to establish and amend the benefit terms and financing requirements lie with the Districts governing board.

2. Benefits Provided

The following is a summary of the current retiree benefit plan:

Certificated Employees

The District provides retiree medical coverage for retirees only until the last day of the month in which the retiree attains age 65. Retirees pay 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 to 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.

Classified Employees

The District provides retiree medical coverage for retirees only until the last day of the month in which the retiree attains age 65. The District will pay 50% of the cost of coverage if the retiree has 15 years of service retirement. The 50% amount increases by 10% for each additional year of service up to 100%. The retiree pays 100% of the cost of any spouse or 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.

Management, Confidential and Supervisory Employees

The District provides retiree medical coverage for retirees only until the last day of the month in which the retiree attains age 65. Retirees pay 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.

Former Board Members

Former board members may continue health benefits at retirement on a self-pay basis. Former board members first elected to the governing board prior to January 1, 1995 and serving at least 12 years may receive a District contribution for retiree only coverage.

3. Contributions

The contribution requirements of Plan members and the San Ysidro School District are established and may be amended by the San Ysidro School District through negotiations with bargaining units. No assets are accumulated in a trust that meets the criteria in Paragraph 4 of GASB Statement No. 75.

4. Plan Membership

Membership of the plan consisted of the following as of the June 30, 2019 valuation date, measured as of June 30, 2021 for fiscal year June 30, 2021:

Inactive plan members or beneficiaries currently receiving benefits	35
Inactive plan members entitled to but not yet receiving benefits	-
Active plan members	466
	501

5. Total OPEB Liability

The San Ysidro School District's total OPEB liability of $18,191,841 was measured as of July 1, 2020 and was determined by an actuarial valuation as of July 1, 2019.

6. Actuarial Assumptions and Other Inputs

The total OPEB liability in the actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement unless otherwise specified:

Economic assumptions:	
Inflation	2.75% per annum
Salary increases	3.00% per annum, in aggregate
Discount rate	2.66%
Healthcare cost trend rates	6.00% decreasing to 4.50%
Retiree's Share of Costs	0.00%
Non-economic assumptions:	
Mortality	
Certificated	Most recent CalSTRS mortality tables
Classified	Most recent CalPERS mortality tables
Termination Rates:	
Certificated	Most recent CalSTRS termination rates
Classified	Most Recent CalPERS termination rates

The discount rate used is based on the Bond Buyer 20 Bond Index.

7. Changes in Total OPEB Liability

	Total OPEB Liability
Service cost	$ 801,272
Interest	554,220
Experience (Gains)/Losses	(431,806)
Changes of assumptions	704,854
Benefit Payments	(455,913)
Other	-
Net change in Total OPEB Liability	1,172,627
Total OPEB Liability - Beginning	17,019,214
Total OPEB Liability - Ending	$ 18,191,841

8. Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the Plan, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	1% Decrease (1.66%)	Valuation Discount Rate (2.66%)	1% Increase (3.66%)
Total OPEB Liability	$ 19,701,707	$ 18,191,841	$ 16,778,986

9. Sensitivity of the Total OPEB Liability to Changes in Healthcare Cost Trend Rate

The following presents the total OPEB liability of the Plan, as well as what the District's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower or one percentage point higher than the current healthcare cost trend rate:

	1% Decrease (5.00% decreasing to 3.50%)	Healthcare Trend Rate (6.00% decreasing to 4.50%)	1% Increase (7.00% decreasing to 5.50%)
Total OPEB Liability	$ 16,143,281	$ 18,191,841	$ 20,575,849

10. OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources related to OPEB

For the fiscal year ended June 30, 2021, the District recognized OPEB expense of $1,498,355. At June 30, 2021 the District reported the following Deferred Outflows and Deferred Inflows of Resources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 443,723	$ (383,828)
Changes of assumptions and other inputs	1,085,720	(82,306)
Contributions subsequent to the measurement date	588,470	-
Total	$ 2,117,913	$ (466,134)

Amounts reported as deferred outflows and deferred inflows of resources will be recognized as an increase or decrease to OPEB expense over five to eight year periods. OPEB expense resulting from deferred outflows and deferred inflows of resources will be recognized as follows:

Year Ended June 30,	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Effect on OPEB Expense
2022	$ 795,773	$ (64,440)	$ 731,333
2023	207,303	(64,440)	142,863
2024	207,303	(64,440)	142,863
2025	207,303	(64,440)	142,863
2026	207,303	(64,440)	142,863
Thereafter	492,928	(143,934)	348,994
Total	$ 2,117,913	$ (466,134)	$ 1,651,779

O. Risk Management

The District is exposed to risk of losses due to:

- Torts,
- Theft of, damage to, or destruction of assets,
- Business interruption,
- Errors or omissions,
- Job related illness or injuries to employees,
- Natural disasters,
- Other risks associated with public entity risk pools

Risk management is the process of managing the District's activities to minimize the adverse effects of these risks. The main element of risk management are risk control (to minimize the losses that strike an organization) and risk financing (to obtain finances to provide for or restore the economic damages of those losses). Risk financing techniques include risk retention, risk transfer to and from an insurer, and risk transfer to a non-insurer.

The District has implemented the risk financing technique of risk transfer to an insurer. The District has purchased property & liability insurance as well as workers compensation insurance to cover any losses resulting from the risks identified above.

There have been no significant changes in property and liability or workers compensation coverage during the current fiscal year.

P. Adjustment to Beginning Balance

As a result of the implementation of GASB Statement No. 84 and a correction to understatement of principal apportionments due, the District adjusted beginning fund balance/net position as follows:

	Government-Wide Financial Statements	Associated Student Body Fund
Beginning Net Position/Fund Balance as Reported in June 30, 2020 Audit Report	$ (125,764,500)	$ -
Adjustments to Beginning Blanace		
Inclusion of Associated Student Body Funds as governmental under GASB 84	64,331	64,331
Correction to Apportionment Payments Outstanding	(883,976)	-
Beginning Net Position/Fund Balance as Restated	$ (126,584,145)	$ 64,331

Q. Participation in Joint Powers Authorities

The District is a member of two joint powers agreements (JPA) entities, the San Diego County Schools Risk Management (SDCSRM) and the San Diego County Schools Fringe Benefits Consortium (SDCSFBC), for the operation of a common risk management and insurance programs for property and liability coverage, workers compensation, and other employee benefits. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. There have been no significant reductions in insurance coverage from coverage in the prior year.

These entities have budgeting and financial reporting requirements independent of member units and their financial statements are not presented in these financial statements; however, fund transactions between the entities and the District are included in these statements. Audited financial statements are available from the respective entities.

R. Commitments and Contingencies

1. State and Federal Allowances, Awards, and Grants

   The District has received state and federal funds for specific purposes that are subject review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

2. Litigation

   The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District as of June 30, 2021.

3. Construction Commitments

   As of June 30, 2021, the District had the following commitments with respect to unfinished capital projects:

Capital Project	Commitment	Expected Date of Completion*
La Mirada Elementary and Smythe Elementary Modernization	$ 50,000	June 2022
Soccer Mini Pitch	20,000	June 2022
Long Range Master Facility Plan	60,000	June 2022

*Expected date of completion subject to change

S. Deferred Outflows of Resources

In accordance with GASB Statement No. 68 & 71, payments made subsequent to the pension plan measurement date and other items as outlined in the GASB pronouncement have been recorded as deferred outflows of resources.

In accordance with GASB Statement No. 75 certain items related to OPEB as identified in the GASB statement are recorded as deferred outflows of resources.

Refunding Bonds and COPs that resulted in a loss on refunding have recorded the loss as a deferred outflow of resources to be amortized over the life of the debt in accordance with GASB Statement No. 65.

Prepaid insurance on debt instruments has been recorded as a deferred outflow of resources to be amortized over the life of the debt in accordance with GASB Statement No 65.

A summary of the deferred outflows of resources as of June 30, 2021 is as follows:

Description	Beginning Balance	Increases	Decreases	Ending Balance
2012 Loss on Refunding Bond	$ 1,247,480	$ -	$ 1,247,480	$ -
2015 Loss on Refunding Bond	10,514,102	-	362,544	10,151,558
2015 Loss on Refunding COPs	864,810	-	57,654	807,156
2016 Loss on Refunding COPs	548,342	-	548,342	-
2021 Loss on Refunding - Measure T	-	1,174,141	-	1,174,141
2021 Loss on Refunding COPs	-	2,581,363	-	2,581,363
Prepaid Debt Insurance	825,552	-	108,735	716,817
OPEB related	1,272,560	845,353	-	2,117,913
Pension related				
CalSTRS	7,106,951	6,778,503	5,064,531	8,820,923
CalPERS	6,905,219	3,685,472	5,706,731	4,883,960
Total Deferred Outflows of Resources	$ 29,285,016	$ 15,064,832	$ 13,096,017	$ 31,253,831

Future amortization of deferred outflows is as follows:

Year Ending June 30,	Refunding Losses	Prepaid Debt Insurance	Pension Related	OPEB Related	Total
2022	$ 553,000	$ 108,735	$ 8,210,961	$ 795,773	$ 9,668,469
2023	553,000	108,735	2,425,979	207,303	3,295,017
2024	553,000	108,735	2,138,543	207,303	3,007,581
2025	553,000	108,735	814,551	207,303	1,683,589
2026	553,000	108,735	57,424	207,303	926,462
Thereafter	11,949,219	173,142	57,424	492,928	12,672,713
Total	$ 14,714,219	$ 716,817	$ 13,704,882	$ 2,117,913	$ 31,253,831

T. Deferred Inflows of Resources

In accordance with GASB Statement No. 68 & 71, items as outlined in the GASB statement have been recorded as deferred inflows of resources.

In accordance with GASB Statement No. 75 certain items related to OPEB as identified in the GASB statement are recorded as deferred inflows of resources.

A summary of the deferred inflows of resources as of June 30, 2021 is as follows:

Description	Beginning Balance	Increases	Decreases	Ending Balance
OPEB related	$ 98,768	$ 431,806	$ 64,440	$ 466,134
Pension related				
CalSTRS	761,903	6,251,345	1,365,525	5,647,723
CalPERS	299,054	966,423	268,049	997,428
Total Deferred Inflows of Resources	$ 1,159,725	$ 7,649,574	$ 1,698,014	$ 7,111,285

Future amortization of deferred inflows is as follows:

Year Ending June 30,	Pension Related	OPEB Related	Total
2022	$ 1,623,630	$ (64,440)	$ 1,559,190
2023	1,623,279	(64,440)	1,558,839
2024	1,622,645	(64,440)	1,558,205
2025	1,547,879	(64,440)	1,483,439
2026	173,978	(64,440)	109,538
Thereafter	53,740	(143,934)	(90,194)
Total	$ 6,645,151	$ (466,134)	$ 6,179,017

U. Upcoming Accounting Guidance

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
GASB Statement 87, Leases	06/2017	2021-22
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018	2021-22
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 92, Omnibus 2020	01/2020	2021-22
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020	2021-22
GASB Statement 98, The Annual Comprehensive Financial Report	10/2021	2021-22
GASB Implementation Guide No. 2019-3, Leases	08/2019	2021-22
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020	2021-22
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021	05/2021	2021-22 Thru 2023-24

The effects of the upcoming guidance and pronouncements on the District's financial statements has not yet been determined.

V. COVID-19 Considerations

In March 2020 the World Health Organization declared the outbreak of the novel coronavirus COVID-19 a global pandemic. The nature of the pandemic resulted in a mandatory school property closure affecting the San Ysidro School District from March 16, 2020 and continuing into the Fall of the 2020-21 school year. California Governor Gavin Newsom issued a state-wide executive order mandating that schools remain closed until the county in which the school is located is off the COVID-19 watch list for fourteen consecutive days. The 2020-21 fiscal year opened in a fully distance learning model, until such time as campuses were re-opened.

In addition to school closures, new regulations and safety measures were required to be put in place by all schools in California as part of a re-opening plan. The San Ysidro School District established and followed a re-opening plan that they believe is providing a safe environment for the students and teachers.

The federal and state government have established temporary funding to assist in the additional costs that resulted from the COVID-19 pandemic. All California school districts are eligible for these funds. Some funding provided as a result of COVID-19 is intended to be spent over multiple years. The District has taken all of the requirements of each funding source into consideration in preparation of budgets for upcoming years.

Required Supplementary Information

San Ysidro School District

Budgetary Comparison Schedule – General Fund

For the Year Ended June 30, 2021

	Budgeted Amounts			Variance to Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
LCFF Sources				
State Apportionment	$ 22,670,938	$ 22,398,351	$ 21,550,093	$ (848,258)
Education Protection Account	842,274	1,031,038	1,034,521	3,483
Property Taxes	22,360,176	22,826,535	23,747,794	921,259
Federal Revenue	8,532,866	11,999,716	9,606,538	(2,393,178)
Other State Revenue	3,344,433	3,895,130	8,534,028	4,638,898
Interest Income	70,000	70,000	99,669	29,669
Other Local Revenue	3,312,256	3,517,255	3,670,778	153,523
Total Revenues	61,132,943	65,738,025	68,243,421	2,505,396
Expenditures				
Current Expenditures:				
Certificated Salaries	23,854,992	24,455,336	24,536,894	(81,558)
Classified Salaries	10,049,823	10,422,919	11,776,689	(1,353,770)
Employee Benefits	13,472,914	13,175,251	14,882,072	(1,706,821)
Books and Supplies	4,372,125	5,723,681	3,855,808	1,867,873
Services and Other Operating	7,636,201	9,938,560	9,162,519	776,041
Direct Support/Indirect Costs	144,681	494,681	(190,125)	684,806
Capital Outlay	-	169,000	80,368	88,632
Debt Service				
Principal	-	-	10,861,662	(10,861,662)
Interest	-	-	1,190,097	(1,190,097)
Total Expenditures	59,530,736	64,379,428	76,155,984	(11,776,556)
Excess (Deficiency) of Revenues Over Expenditures	1,602,207	1,358,597	(7,912,563)	(9,271,160)
Other Financing Sources (Uses)				
Transfers In	-	-	-	-
Transfers Out	(106,342)	(150,342)	-	(150,342)
Other Sources	-	-	17,269,444	(17,269,444)
Net Financing Sources (Uses)	(106,342)	(150,342)	17,269,444	(17,419,786)
Net Change in Fund Balance	1,495,865	1,208,255	9,356,881	8,148,626
Fund Balance - Beginning of Year	3,488,509	3,488,509	3,488,509	-
Fund Balance - End of Year	$ 4,984,374	$ 4,696,764	$ 12,845,390	$ 8,148,626

See Accompanying Notes to Required Supplementary Information

San Ysidro School District

Budgetary Comparison Schedule – Cafeteria Fund

For the Year Ended June 30, 2021

	Budgeted Amounts			Variance to Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Federal Revenue	$ 2,016,000	$ 1,939,500	$ 2,464,219	$ 524,719
State Revenue	131,000	131,000	833,091	702,091
Interest Income	-	-	2,764	2,764
Other Local Revenue	1,000	1,000	3,250	2,250
Total Revenues	2,148,000	2,071,500	3,303,324	1,231,824
Expenditures				
Current Expenditures:				
Classified Salaries	867,522	867,522	962,836	(95,314)
Employee Benefits	393,821	393,821	384,850	8,971
Books and Supplies	955,000	953,000	1,393,974	(440,974)
Services and Other Operating	38,000	40,000	90,619	(50,619)
Direct Support/Indirect Costs	-	-	115,353	(115,353)
Total Expenditures	2,254,343	2,254,343	2,947,632	(693,289)
Excess (Deficiency) of Revenues Over Expenditures	(106,343)	(182,843)	355,692	538,535
Other Financing Sources (Uses)				
Transfers In	106,342	150,342	-	(150,342)
Net Financing Sources (Uses)	106,342	150,342	-	(150,342)
Net Change in Fund Balance	(1)	(32,501)	355,692	388,193
Fund Balance - Beginning of Year	34,385	34,385	34,385	-
Fund Balance - End of Year	$ 34,384	$ 1,884	$ 390,077	$ 388,193

See Accompanying Notes to Required Supplementary Information

San Ysidro School District

Schedule of the District's Proportionate Share of the Net Pension Liability - CalSTRS
Last Ten Fiscal Years*

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
District's proportion of the net pension liability (asset)	0.0391%	0.0456%	0.0446%	0.0432%	0.0415%	0.0415%	0.0423%	N/A	N/A	N/A
District's proportionate share of the net pension liability (asset)	$ 37,856,551	$ 41,156,819	$ 40,962,948	$ 39,966,263	$ 33,537,341	$ 27,965,531	$ 24,714,443	N/A	N/A	N/A
State's proportionate share of the net pension liability (asset) associated with the District	26,910,878	21,804,471	22,991,514	23,686,041	20,756,543	15,969,232	12,924,473	N/A	N/A	N/A
Total	$ 64,767,429	$ 62,961,290	$ 63,954,462	$ 63,652,304	$ 54,293,884	$ 43,934,763	$ 37,638,916	N/A	N/A	N/A
District's covered payroll**	$ 24,048,380	$ 24,493,796	$ 23,669,577	$ 22,849,650	$ 20,601,258	$ 19,195,832	$ 18,740,145	N/A	N/A	N/A
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	157.42%	168.03%	173.06%	174.91%	162.79%	145.69%	131.88%	N/A	N/A	N/A
Plan fiduciary net position as a percentage of the total pension liability	71.82%	72.56%	70.99%	69.46%	70.04%	74.02%	76.52%	N/A	N/A	N/A

*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

**Covered payroll on this schedule is based on measurement date, as such covered payroll represented for each fiscal year is the covered payroll from the prior year as identified on the schedule of contributions.

San Ysidro School District

Schedule of the District's Contributions - CalSTRS

Last Ten Fiscal Years*

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Contractually required contribution	$ 3,725,260	$ 4,112,273	$ 3,987,590	$ 3,415,520	$ 2,874,486	$ 2,210,515	$ 1,704,590	N/A	N/A	N/A
Contributions in relation to the contractually required contribution	(3,725,260)	(4,112,273)	(3,987,590)	(3,415,520)	(2,874,486)	(2,210,515)	(1,704,590)	N/A	N/A	N/A
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	N/A	N/A	N/A
District's covered payroll**	$ 23,066,625	$ 24,048,380	$ 24,493,796	$ 23,669,577	$ 22,849,650	$ 20,601,258	$ 19,195,832	N/A	N/A	N/A
Contributions as a percentage of covered payroll	16.15%	17.10%	16.28%	14.43%	12.58%	10.73%	8.88%	N/A	N/A	N/A

*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

**Covered payroll on this schedule is based on the fiscal year.

San Ysidro School District

Schedule of the District's Proportionate Share of the Net Pension Liability – CalPERS
Last Ten Fiscal Years*

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
District's proportion of the net pension liability (asset)	0.0744%	0.0777%	0.0791%	0.0737%	0.0673%	0.0598%	0.0623%	N/A	N/A	N/A
District's proportionate share of the net pension liability (asset)	$ 22,822,992	$ 22,644,792	$ 21,090,817	$ 17,598,194	$ 13,292,253	$ 8,815,645	$ 7,067,431	N/A	N/A	N/A
District's covered payroll**	$ 10,810,451	$ 10,873,807	$ 10,546,906	$ 9,468,052	$ 8,150,089	$ 6,650,956	$ 6,545,787	N/A	N/A	N/A
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	211.12%	208.25%	199.97%	185.87%	163.09%	132.55%	107.97%	N/A	N/A	N/A
Plan fiduciary net position as a percentage of the total pension liability	70.00%	70.05%	70.85%	71.87%	73.90%	79.43%	83.38%	N/A	N/A	N/A

*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

**Covered payroll on this schedule is based on measurement date, as such covered payroll represented for each fiscal year is the covered payroll from the prior year as identified on the schedule of contributions.

San Ysidro School District

Schedule of the District's Contributions - CalPERS

Last Ten Fiscal Years*

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Contractually required contribution	$ 2,255,603	$ 2,131,929	$ 1,964,027	$ 1,638,040	$ 1,314,923	$ 965,541	$ 782,884	N/A	N/A	N/A
Contributions in relation to the contractually required contribution	(2,255,603)	(2,131,929)	(1,964,027)	(1,638,040)	(1,314,923)	(965,541)	(782,884)	N/A	N/A	N/A
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	N/A	N/A	N/A
District's covered payroll**	$ 10,896,633	$ 10,810,451	$ 10,873,807	$ 10,546,906	$ 9,468,052	$ 8,150,089	$ 6,650,956	N/A	N/A	N/A
Contributions as a percentage of covered payroll	20.700%	19.721%	18.062%	15.531%	13.888%	11.847%	11.771%	N/A	N/A	N/A

*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

**Covered payroll on this schedule is based on the fiscal year.

San Ysidro School District

Schedule of Changes in the District's Total OPEB liability and Related Ratios – SYSD Retiree Health Benefit Plan
Last Ten Fiscal Years*

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Total OPEB liability:										
Service cost	$ 801,272	$ 691,833	$ 684,496	$ 661,989	N/A	N/A	N/A	N/A	N/A	N/A
Interest	554,220	544,221	507,697	482,353	N/A	N/A	N/A	N/A	N/A	N/A
Changes of benefit terms	-	-	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Differences between expected and actual experience	(431,806)	570,501	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Changes of assumptions	704,854	590,377	(131,692)	-	N/A	N/A	N/A	N/A	N/A	N/A
Other	-	-	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Benefit payments	(455,913)	(470,127)	(431,726)	(411,168)	N/A	N/A	N/A	N/A	N/A	N/A
Net change in total OPEB liability	1,172,627	1,926,805	628,775	733,174	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability - beginning	17,019,214	15,092,409	14,463,634	13,730,460	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability - ending	$ 18,191,841	$ 17,019,214	$ 15,092,409	$ 14,463,634	N/A	N/A	N/A	N/A	N/A	N/A
Covered payroll	33,919,198	32,931,260	30,005,000	$ 30,005,000	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability as a percentage of covered payroll	53.63%	51.68%	50.30%	48.20%	N/A	N/A	N/A	N/A	N/A	N/A

*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

Excess of Expenditures Over Appropriations

As of June 30, 2021, the District's expenditures which exceeded appropriations in the following categories:

Appropriations Category	Excess Expenditures	Reason for Excess Expenditures
General Fund:		
Certificated Salaries	$ 81,558	The District underestimated cost of certificated salaries
Classified Salaries	1,353,770	The District underestimated cost of classified salaries
Employee Benefits	1,706,821	The District underestimated cost of employee benefits
Debt Service Principal/Interest	12,051,759	The District did not budget for debt refunding.
Cafeteria Fund:		
Classified Salaries	$ 95,314	The District underestimated cost of classified salaries
Books and Supplies	440,974	The District underestimated cost of employee benefits
Services and Other Operating	50,619	The District underestimated cost of services and other operating
Direct Support/Indirect Costs	115,353	The District underestimated cost of direct support and indirect costs

Amounts in excess of appropriations were not considered a violation of any laws, regulations, contracts or grant agreements and did not have a direct or material effect on the financial statements.

Schedule of District's Proportionate Share – CalSTRS

1. Benefit Changes: There were no changes to benefits during the periods being reported.

2. Changes in Assumptions: Assumptions used in determining the total pension liability of the CalSTRS Plan changed due to actuarial experience studies. Changes in assumptions effective in fiscal year 2020-21 (measured as of June 30, 2020) were to termination rates and service retirement rates based on the experience study for the period July 1, 2015, through June 30, 2018. Changes in assumptions effective in fiscal year 2017-18 (measured as of June 30, 2017) were to price inflation, wage growth, discount rate and mortality tables based on the experience study for the period July 1, 2010, through June 30, 2015.

Schedule of District's Contributions – CalSTRS

The total pension liability for California State Teachers' Retirement System (CalSTRS) for measurement date June 30, 2020, was determined with a valuation completed June 30, 2019 (released in May 2020). In determining the total pension liability, the financial reporting actuarial valuation used the following actuarial methods and assumptions:

Reporting Period	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
Measurement Date	06/30/14	06/30/15	06/30/16	06/30/17
Valuation Date	06/30/13	06/30/14	06/30/15	06/30/16
Experience Study	07/01/06 - 06/30/10	07/01/06 - 06/30/10	07/01/06 - 06/30/10	07/01/06 - 06/30/15
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return(1)	7.60%	7.60%	7.60%	7.10%
Consumer Price Inflation	3.00%	3.00%	3.00%	2.75%
Wage Growth (Average)	3.75%	3.75%	3.75%	3.50%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple	2.00% Simple

Reporting Period	June 30, 2019	June 30, 2020	June 30, 2021
Measurement Date	06/30/18	06/30/19	06/30/20
Valuation Date	06/30/17	06/30/18	06/30/19
Experience Study	07/01/06 - 06/30/15	07/01/06 - 06/30/15	07/01/15 - 06/30/18
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return(1)	7.10%	7.10%	7.10%
Consumer Price Inflation	2.75%	2.75%	2.75%
Wage Growth (Average)	3.50%	3.50%	3.50%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple

(1) – Net of investment expenses but gross of administrative expenses.

CalSTRS uses a generational mortality assumption, which involves the use of base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among CalSTRS members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table issued by the Society of Actuaries.

Additional information can be obtained by reviewing the CalSTRS Actuarial Experience Study on the CalSTRS website.

Schedule of District's Proportionate Share – CalPERS

1. Benefit Changes: There were no changes to benefits during the periods being reported.

2. Changes in Assumptions. On December 21, 2016, the CalPERS Board lowered the discount rate for funding purposes from 7.50% to 7.00% using a three-year phase-in beginning with the June 30, 2016, actuarial valuations and the June 30, 2017 valuations for the School Pool. The final scheduled decrease from 7.25% to 7.00% for the school pool valuation occurred in the June 30, 2019, valuation. The CalPERS Board adopted new actuarial assumptions based on the recommendations in the December 2017 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumption for the Plan. These new assumptions are incorporated into the June 30, 2018, actuarial valuations.

Schedule of District's Contributions – CalPERS

The total pension liability for California Public Employees Retirement System – School Pool (CalPERS) for measurement date June 30, 2020, was determined with a valuation completed June 30, 2019. In determining the total pension liability, the financial reporting actuarial valuation used the following actuarial methods and assumptions:

Reporting Period	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
Measurement Date	06/30/14	06/30/15	06/30/16	06/30/17
Valuation Date	06/30/13	06/30/14	06/30/15	06/30/16
Experience Study	07/01/97 - 06/30/11	07/01/97 - 06/30/11	07/01/97 - 06/30/11	07/01/97 - 06/30/11
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return	7.50%	7.65%	7.65%	7.15%
Consumer Price Inflation	2.75%	2.75%	2.75%	2.75%
Wage Growth (Average)	3.00%	3.00%	3.00%	3.00%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple	2.00% Simple

Reporting Period	June 30, 2019	June 30, 2020	June 30, 2021
Measurement Date	06/30/18	06/30/19	06/30/20
Valuation Date	06/30/17	06/30/18	06/30/19
Experience Study	07/01/97 - 06/30/15	07/01/97 - 06/30/15	07/01/97 - 06/30/15
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return	7.50%	7.50%	7.15%
Consumer Price Inflation	2.50%	2.50%	2.50%
Wage Growth (Average)	3.00%	3.00%	2.75%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple

The mortality table used was developed based on CalPERS specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table please refer to the December 2017 experience study report (based on demographic data from 1997 to 2015) available on the CalPERS website.

Schedule of Changes in the District's Total OPEB liability and Related Ratios

1) Benefit Changes: In 2020 the District made changes to benefit terms consistent with bargaining agreements. There have been no additional changes to benefits in periods being reported.

2) Changes in Assumptions: Discount rate is updated annually.

3) No assets are accumulated in a trust that meets the criteria in GASB Statement No 75 Paragraph 4.

4) The following are the discount rates used for each period:

Year	Discount Rate
2018	3.50%
2019	3.15%
2020	2.20%
2021	2.16%

Combining Statements as Supplementary Information

San Ysidro School District

Combining Balance Sheet – Nonmajor Governmental Funds
June 30, 2021

	Special Revenue Funds		Capital Projects Funds			Debt Service Fund	
	Associated Student Body Fund	Child Development Fund	Capital Facilities Fund	Special Reserve Fund for Capital Outlay Projects	CFD Capital Projects Fund	CFD Debt Service Fund	Total Nonmajor Governmental Funds
Assets							
Cash and Cash Equivalents	$ 55,544	$ 644,771	$ 2,357,291	$ 82,479	$ 3,771,487	$ -	$ 6,911,572
Accounts Receivable	-	160,306	39,600	-	-	-	199,906
Due from Other Funds	-	6,318	1,500,000	-	-	-	1,506,318
Total Assets	$ 55,544	$ 811,395	$ 3,896,891	$ 82,479	$ 3,771,487	$ -	$ 8,617,796
Liabilities and Fund Balance:							
Liabilities:							
Accounts Payable	-	1,819	-	-	-	-	1,819
Due to Other Funds	-	246,873	46,535	-	-	-	293,408
Unearned Revenue	-	254,096	-	-	-	-	254,096
Total Liabilities	-	502,788	46,535	-	-	-	549,323
Fund Balance:							
Restricted	55,544	308,607	3,850,356	82,479	3,771,487	-	8,068,473
Total Fund Balance	55,544	308,607	3,850,356	82,479	3,771,487	-	8,068,473
Total Liabilities and Fund Balances	$ 55,544	$ 811,395	$ 3,896,891	$ 82,479	$ 3,771,487	$ -	$ 8,617,796

San Ysidro School District

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds
June 30, 2021

	Special Revenue Funds		Capital Projects Funds			Debt Service Fund	
	Associated Student Body Fund	Child Development Fund	Capital Facilities Fund	Special Reserve Fund for Capital Outlay Projects	CFD Capital Projects Fund	CFD Debt Service Fund	Total Nonmajor Governmental Funds
Revenues							
Property Taxes	$ -	$ -	$ -	$ -	$ 3,430,230	$ -	$ 3,430,230
Federal Revenue	-	442,916	-	-	-	-	442,916
Other State Revenue	-	1,204,941	-	-	-	-	1,204,941
Interest and Investment Earnings	-	5,735	28,599	762	46,165	-	81,261
Other Local Revenue	2,653	86,242	1,527,418	-	-	-	1,616,313
Total Revenues	$ 2,653	$ 1,739,834	$ 1,556,017	$ 762	$ 3,476,395	$ -	$ 6,775,661
Expenditures							
Current Expenditures:							
Instruction	-	931,841	-	-	-	-	931,841
Instruction - Related Services	-	274,801	-	-	-	-	274,801
Pupil Services	-	88,678	-	-	-	-	88,678
Ancillary Services	11,440	-	-	-	-	-	11,440
General Administration	-	74,772	-	-	-	-	74,772
Plant Services	-	77,891	-	-	-	-	77,891
Capital Outlay	-	-	-	-	40,000	-	40,000
Debt Service:							
Principal	-	-	-	-	-	2,671,852	2,671,852
Interest	-	-	-	-	-	1,396,992	1,396,992
Total Expenditures	11,440	1,447,983	-	-	40,000	4,068,844	5,568,267
Excess (Deficiency) of Revenues Over (Under) Expenditures	(8,787)	291,851	1,556,017	762	3,436,395	(4,068,844)	1,207,394
Other Financing Sources (Uses):							
Transfers In	-	-	-	-	-	4,068,844	4,068,844
Transfers Out	-	-	-	-	(4,068,844)	-	(4,068,844)
Total Other Financing Sources (Uses)	-	-	-	-	(4,068,844)	4,068,844	-
Net Change in Fund Balance	(8,787)	291,851	1,556,017	762	(632,449)	-	1,207,394
Fund Balance, Beginning of Year	64,331	16,756	2,294,339	81,717	4,403,936	-	6,861,079
Fund Balance, End of Year	$ 55,544	$ 308,607	$ 3,850,356	$ 82,479	$ 3,771,487	$ -	$ 8,068,473

Other Supplementary Information

San Ysidro School District

Local Education Agency Organization Structure
June 30, 2021

The San Ysidro School District was established in 1887. The District boundaries include the City of San Ysidro and portions of the unincorporated area of San Diego County. There were no changes to the District's boundaries during the current fiscal year. The District operates one preschool, five elementary schools, and two middle schools.

GOVERNING BOARD

Name	Office	Term and Term Expiration
Antonio Martinez	President	Four Year Term Expires December 2024
Rodolfo Lopez	Vice President	Four Year Term Expires December 2022
Rosaleah Pallasigue	Clerk	Four Year Term Expires December 2024
Humberto Gurmilan	Member	Four Year Term Expires December 2022
Irene Lopez	Member	Four Year Term Expires December 2022

ADMINISTRATION

Gina A. Potter, Ed.D
Superintendent

David Farkas, Ed.D
Assistant Superintendent

Marilyn Adrianzen
Chief Business Official

Cynthia Gonzalez
Executive Director
Educational Services

Linda Gonzalez
Executive Director
Human Resources

San Ysidro School District

Schedule of Instructional Time
Year Ended June 30, 2021

Grade Level	Minimum Daily Minutes Offered	Instructional Days Offered Traditional Calendar	J-13A Credited Days	Status
Transitional Kindergarten	180	180	N/A	Complied
Kindergarten	180	180	N/A	Complied
1st Grade	230	180	N/A	Complied
2nd Grade	230	180	N/A	Complied
3rd Grade	230	180	N/A	Complied
4th Grade	240	180	N/A	Complied
5th Grade	240	180	N/A	Complied
6th Grade	240	180	N/A	Complied
7th Grade	240	180	N/A	Complied
8th Grade	240	180	N/A	Complied

This schedule provides the information necessary to determine if the District has complied with Article 8 (commencing with Section 46200) of Chapter 2 of Part 26 of the Education Code. The requirements are as follows:

1) EC §46207: As a condition of apportionment the following annual instructional minutes must be offered:
   - To pupils in Kindergarten 36,000 minutes
   - To pupils in grades 1 to 3 50,400 minutes
   - To pupils in grades 4 to 8 54,000 minutes
   - To pupils in grades 9 to 12 64,800 minutes
2) EC §46208: As a condition of apportionment 180 school days must be offered for traditional calendars. In order to qualify as a school day the following minimum daily minutes must be met:
   - EC §46112:Grades 1 to 3 230 minutes
   - EC §46113: Grades 4 to 8 240 minutes
   - EC §46114: Kindergarten 180 minutes
   - EC §46141: Grades 9 to 12 240 minutes

Under Senate Bill 98 and Senate Bill 820, annual instructional minutes requirements were waived for the 2020-21 school year. For school districts and classroom-based charter schools, in order for a day to count as a day of instruction towards meeting the annual instructional day requirement, students must be scheduled to attend for the school day established by the local governing board and the school day must be equivalent to at least a minimum day of instruction as follows:

- 180 instructional minutes in TK/Kindergarten, continuation high schools, opportunity schools, and students concurrently enrolled in a community college.
- 230 instructional minutes in grades 1 to 3
- 240 minutes in grades 4 to 12

As a result of the COVID-19 pandemic, the District operated a portion of the year under distance learning and a portion of the year under in person classroom instruction.

San Ysidro School District

Schedule of Financial Trends and Analysis
Year Ended June 30, 2021

General Fund	Budget 2022 (See Note 1)	2021	2020	2019
Revenues and Other Financing Sources	$ 66,768,727	$ 68,243,421	$ 62,408,312	$ 61,678,973
Expenditures and Other Financing Uses	66,213,966	58,886,540	61,549,855	69,817,358
Net Change in Fund Balance	554,761	9,356,881	858,457	(8,138,385)
Ending Fund Balance	$ 13,400,150	$ 12,845,389	$ 3,488,508	$ 2,630,051
Available Reserves (See Note 2)	$ 1,986,419	$ 2,284,683	$ 2,735,528	$ 1,080,468
Available Reserves as a Percentage of Total Outgo	3.00%	3.88%	4.44%	1.55%
Long Term Debt (See Note 3)	$ 212,615,436	$ 225,805,836	$ 225,776,817	$ 225,408,413
Average Daily Attendance at P2	4,112	N/A	4,203	4,351

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

The general fund balance has increased by $10,215,338 (388%) over the past two years. The fiscal year 2021-22 budget projects an increase of $554,761 (4.3%). For a district of this size, the State recommends available reserves of 3% of total general fund expenditures and other financing uses (total outgo).

Total long-term debt has increased by $397,423 over the past two years.

As a result of the COVID-19 pandemic there was no attendance reporting for the 2020-21 fiscal year. Each LEA was funded based on the 2019-20 average daily attendance (ADA) reported.

Notes:

1. Budget 2022 is included for analytical purposes only and has not been subjected to audit.
2. Available reserves consist of all unassigned fund balances contained within the general fund.

San Ysidro School District

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2021

	General Fund (Fund 01)
June 30, 2020, annual financial and budget report fund balances	$ 1,325,391
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Overstatement of accounts payable	2,163,117
Net adjustments and reclassifications	2,163,117
June 30, 2020, audited financial statement fund balances	$ 3,488,508

This schedule provides the information necessary to reconcile the fund balances of all funds as reported on the SACS Annual Financial and Budget Report with the audited financial statements. Funds that required no adjustment are not presented.

San Ysidro School District

Schedule of Charter Schools
Year Ended June 30, 2021

The San Ysidro School District did not sponsor any charter schools as of June 30, 2021.

	General Fund (Fund 01)	Cafeteria Fund (Fund 13)	CFD Capital Projects Fund (Fund 49)
June 30, 2021, annual financial and budget report fund balances	$ 14,672,753	$ 398,878	$ 1,957,985
Adjustments and reclassifications:			
Increasing (decreasing) the fund balance:			
Cash with fiscal agent adjustment	-	-	1,813,502
Accounts receivable adjustment	(1,827,364)	(8,801)	-
Net adjustments and reclassifications	(1,827,364)	(8,801)	1,813,502
June 30, 2020, audited financial statement fund balances	$ 12,845,389	$ 390,077	$ 3,771,487

This schedule is provided to list all charter schools chartered by the District and displays information for each charter school on whether or not the charter school is included in the District audit.

San Ysidro School District

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2021

Federal Grantor/Pass Through Grantor/ Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Subrecipient Expenditures	Total Federal Expenditures
CHILD NUTRITION CLUSTER:				
U.S. Department of Agriculture				
Passed through California Department of Education				
School Breakfast Program	10.553	13526	$ -	$ 915,182
National School Lunch Program	10.555	13523	-	1,472,138
National School Lunch Program - Noncash Commodities	10.555	13392	-	69,066
Total Child Nutrition Cluster			-	2,456,386
SPECIAL EDUCATION (IDEA) CLUSTER:				
U.S. Department of Education				
Passed through California Department of Education				
IDEA Basic Local Assistance	84.027	13379	-	643,467
IDEA Preschool Grants	84.173	13430	-	41,789
IDEA Mental Health	84.027	15197	-	68,339
Total Special Education (IDEA) Cluster			-	753,595
OTHER PROGRAMS:				
U.S. Department of the Treasury				
Passed through California Department of Education				
CARES Act - Learning Loss Mitigation Fund	21.019	25516	-	4,530,284
U.S. Department of Health and Human Services				
Passed through California Department of Education				
Head Start Program	93.600	10016	-	358,574
U.S. Department of Education				
Passed through California Department of Education				
Title I	84.010	14329	-	854,585
ESSA School Improvement Funding for LEAs	84.010	15438	-	73,677
Title II Supporting Effective Instruction	84.367	14341	-	100,895
Title III English Learner Student Program	84.365	14346	-	10,398
Title IV Student Support & Academic Enrichment	84.424	15396	-	16,488
21st Century - ASSETS	84.287	14535	-	101,770
Governor's Emergency Education Relief Fund	84.425C	15517	-	290,267
CARES Act - Elementary & Secondary School Emergency Relief	84.425D	15536	-	1,148,009
CARES Act - Elementary & Secondary School Emergency Relief II	84.425D	15547	-	1,421,178
ESSA Education for Homeless Children and Youth	84.196	14332	-	97,864
Total Other Programs			-	9,003,989
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ -	$ 12,213,970

See accompanying notes to schedule of expenditures of federal awards.

Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the District and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with requirements of 2 CFR §200.502 *Basis for Determining Federal Awards Expended* and 2CFR §200.510(b) *Schedule of Expenditures of Federal Awards.* Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Summary of Significant Accounting Policies

The expenditures reported on the schedule are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Indirect Cost Rate

Indirect costs were calculated in accordance with 2 CFR §200.412 *Direct and Indirect Costs.* The District used an indirect cost rate of 8.34% based on the rate approved by the California Department of Education for each program which did not have a pre-defined allowable indirect cost rate. The District did not elect to use the 10% de minimis cost rate as covered in 2 CFR §200.414 *Indirect Costs.* The following programs utilized a lower indirect cost rate based on program restrictions or other factors determined by the District:

Program	CFDA #	Indirect Cost Rate
Title I	84.010	8.20%
CARES Act - Elementary & Secondary School Emerge	84.425D	7.11%
CARES Act - Elementary & Secondary School Emerge	84.425D	6.30%
IDEA Basic Local Assistance	84.027	8.08%
21st Century - ASSETS	84.287	5.00%
National School Lunch Program	10.553, 10.555	5.83%

Schoolwide Program

The District operates "schoolwide programs" at all school sites. Using federal funding, schoolwide programs are designed to upgrade an entire educational program within a school for all students, rather than limiting services to certain targeted students. The following federal program amounts were expended by the District in it's schoolwide programs:

Program	CFDA #	Amount Expended
Title I	84.010	$ 854,585

Personal Protective Equipment (PPE) (Unaudited)

As a result of the COVID-19 Pandemic the District received personal protective equipment (PPE) valued at $85,000 from the federal government.

Reconciliation of Revenues

The District is permitted to bill for Medi-Cal administrative activities and services provided as a Provider Type 55 (LEA Provider) which under the provisions of 2CFR §200.330 distinguishes the District as a contractor rather than a subrecipient of the federal funds. As such, the program has not been included in the schedule of expenditures of federal awards.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenues, Expenditures and Change in Fund Balance and the related expenditures reported on the Schedule of Expenditures of Federal Awards:

Total Federal Revenues on Statement of Revenues, Expenditures and Changes in Fund Balance	$ 12,513,673
Less: Amounts representing Medi-Cal	(299,703)
Total Federal Expenditures on Schedule of Expenditures of Federal Awards	$ 12,213,970

Other Independent Auditors' Reports

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Education
San Ysidro School District
San Diego, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of San Ysidro School District (District), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise San Ysidro School District's basic financial statements, and have issued our report thereon dated March 31, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered San Ysidro School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Ysidro School District's internal control. Accordingly, we do not express an opinion on the effectiveness of San Ysidro School District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies which we consider to be a material weakness; however, material weaknesses may exist that have not been identified.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We did identify deficiencies in internal control that we consider to be a significant deficiencies which are described in the accompanying schedule of findings and questioned costs as items 2021-001 and 2021-002.

218 West Douglas Avenue, El Cajon, CA 92020
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Compliance and Other Matters

As part of obtaining reasonable assurance about whether San Ysidro School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

San Ysidro School District's Response to the Finding

San Ysidro School District's response to the finding identified in our audit is described in the accompanying corrective action plan. San Ysidro School District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our 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. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wilkinson Hadley King & Co LLP

El Cajon, California
March 31, 2022

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Education
San Ysidro School District
San Diego, California

Report on Compliance for Each Major Federal Program

We have audited San Ysidro School District's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of San Ysidro School District's major federal programs for the year ended June 30, 2021. San Ysidro School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of San Ysidro School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about San Ysidro School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of San Ysidro School District's compliance.

Opinion on Each Major Federal Program

In our opinion, San Ysidro School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

218 West Douglas Avenue, El Cajon, CA 92020
Phone: 619-447-6700 | Fax: 619-447-6707 | whllp.com

Report on Internal Control Over Compliance

Management of San Ysidro School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered San Ysidro School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of San Ysidro School District's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Wilkinson Hadley King & Co LLP

El Cajon, California
March 31, 2022

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on State Compliance

To the Board of Education
San Ysidro School District
San Diego, California

Report on State Compliance

We have audited the San Ysidro School District's compliance with the types of compliance requirements described in the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations,* Section 19810, that could have a direct and material effect on each of the District's state programs identified below for the fiscal year ended June 30, 2021.

Management's Responsibility for State Compliance

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each applicable program as identified in the State's Audit Guide *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance,* prescribed in Title 5, *California Code of Regulations,* Section 19810. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the comptroller General of the United States; and the State's audit guide *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations, S*ection 19810. Those standards and audit guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the state programs noted below. An audit includes examining, on a test basis, evidence about each school's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the District's compliance with those requirements.

218 West Douglas Avenue, El Cajon, CA 92020
Phone: 619-447-6700 | Fax: 619-447-6707 | whllp.com

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with state laws and regulations applicable to the following items:

Description	Procedures Performed
Local Education Agencies Other Than Charter Schools	
A. Attendance and Distance Learning	Yes
B. Teacher Certification and Misassignments	Yes
C. Kindergarten Continuance	Yes
F. Instructional Time	Yes
G. Instructional Materials	Yes
H. Ratio of Administrative Employees to Teachers	Yes
I. Classroom Teacher Salaries	Yes
J. Early Retirement Incentive	N/A
K. Gann Limit Calculation	Yes
L. School Accountability Report Card	Yes
O. K-3 Grade Span Adjustment	Yes
Q. Apprenticeship: Related and Supplemental Instruction	N/A
R. Comprehensive School Safety Plan	Yes
S. District of Choice	N/A
School Districts, County Offices of Education, and Charter Schools	
T. California Clean Energy Jobs Act	N/A
V. Proper Expenditure of Education Protection Account Funds	Yes
W. Unduplicated Local Control Funding Formula Pupil Counts	Yes
Charter Schools	
Y. Independent Study - Course Based	N/A
AA. Attendance	N/A
BB. Mode of Instruction	N/A
CC. Nonclassroom Based Instruction/Independent Study	N/A
DD. Determination of Funding for Nonclassroom Based Instruction	N/A
FF. Charter School Facility Grant Program	N/A

The term N/A is used above to mean either the District did not offer the program during the current fiscal year or the program applies to a different type of local education agency.

Opinion on State Compliance

In our opinion, San Ysidro School District complied, in all material respects, with the compliance requirements referred to above that are applicable to the statutory requirements listed in the schedule above for the year ended June 30, 2021.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing. This report is an integral part of an audit performed in accordance with *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations,* Section 19810. Accordingly, this report is not suitable for any other purpose.

Wilkinson Hadley King & Co LLP

El Cajon, California
March 31, 2022

Auditor’s Results, Findings & Recommendations

San Ysidro School District

Schedule of Auditor's Results

Year Ended June 30, 2021

FINANCIAL STATEMENTS

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
One or more material weakness(es) identified?	____ Yes	X No
One or more significant deficiencies identified that are not considered material weakness(es)?	X Yes	____ No
Noncompliance material to financial statements noted?	____ Yes	X No

FEDERAL AWARDS

Internal control over major programs:		
One or more material weakness(es) identified?	____ Yes	X No
One or more significant deficiencies identified that are not considered material weakness(es)?	____ Yes	X No
Type of auditor's report issued on compliance for major programs:	Unmodified	
Compliance supplement utilized for single audit	July 2021 with December 2021 Addendum	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR §200.516?	____ Yes	X No

Identification of major programs:

CFDA Number(s)	Name of Federal Program or Cluster
21.019	CARES Act - Learning Loss Mitigation Fund
93.600	Head Start Program

Dollar threshold used to distinguish between Type A and Type B programs	$750,000	
Auditee qualified as low-risk auditee?	X Yes	____ No

STATE AWARDS

Any audit findings disclosed that are required to be reported in accordance with *2020-21 Guide for Annual Audits of California K-12 Local Education Agencies?*	____ Yes	X No
Type of auditor's report issued on compliance for state programs:	Unmodified	

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards,* Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), or the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Finding codes as identified in the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* are as follows:

Five Digit Code	AB 3627 Finding Type
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

A. Financial Statement Findings

Finding Number: 2021-001
Repeat Finding: No
Questioned Costs: None
Type of Finding: Internal Control (30000)

Criteria or Specific Requirement
Verify that the District has an appropriate internal control system which would allow management or employees, in the normal course of performing their functions, to comply with federal laws regarding Form I-9 and employment eligibility verification. 28 U.S.C. Paragraph 1746 requires that employees sign Form I-9 under penalties of perjury attesting that the information provided on Form I-9, along with the citizenship or immigration status provided, is correct.

Condition
In our review of the payroll documentation we noted that, of the 62 Form I-9's reviewed, 26 were not signed by the employee.

Cause
Although the District has a procedure in place to require that Form I-9 be filled out and signed by the employee, the procedure is not being followed.

Effect
The effect of not following the District's internal control policies are that the District is not in compliance with federal laws regarding Form I-9.

Context
The District must ensure that federal law regarding signature requirements of Form I-9 are being followed.

Recommendation
We recommend that the District adopt a policy of requiring that all employees sign Form I-9 when they are hired. The District should review employee files and obtain signatures of Form I-9 for all employees whose I-9 is not currently signed.

Views of Responsible Individuals
See Corrective Action Plan

Finding Number: 2021-002
Repeat Finding: No
Questioned Costs: None
Type of Finding: Internal Control (30000)

Criteria or Specific Requirement
Determine whether the District has accounting processes and internal controls that would allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis, whether due to error or fraud.

Condition
The District incorrectly recorded payments to a reserve account as debt payments which required an audit adjustment to correct.

Cause
Incorrectly recording the payments to a reserve account as debt payments caused the financial statements to be misstated.

Effect
The District is exposed to risk of material misstatements, whether due to error or fraud that would not be detected by management or employees in the normal course of performing their duties.

Context
Internal control deficiencies were identified in this area of the audit that represent a weakness to the District in the internal control process.

Recommendation
We recommend that the District take the following steps to remedy the weaknesses in internal control:

1. Formally adopt the most recent California School Accounting Manual as the official accounting manual for the District.

2. Establish a review and reconciliation process over the debt accounts and reconcile to what is recorded in the financial statements. Determine if adjustments need to be posted to the financial statements.

Views of Responsible Individuals
See Corrective Action Plan

B. Federal Awards

None

C. State Award Findings

None

Marilyn Adrianzen
Chief Business Official

March 31, 2022

To Whom it May Concern:

The accompanying Corrective Action Plan has been prepared as required by the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* published by the Education Audit appeals Panel. The name of the contact person responsible for corrective action, the planned corrective action, and the anticipated completion date for each finding included in the current year's Schedule of Findings and Questioned Costs have been provided.

In addition, we have also prepared the accompanying Summary Schedule of Prior Audit Findings which includes the status of audit findings reported in the prior year's audit.

Sincerely,

Marilyn Adrianzen
Marilyn Adrianzen (Mar 31, 2022 11:26 PDT)

Marilyn Adrianzen
Chief Business Official

4350 Otay Mesa Road San Ysidro, CA 92173

(619) 428-4476 Ext. 3004 • marilyn.adrianzen@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

Financial Statement Findings

Finding Number:	2021-001
Program Name:	Federal Form I-9
Contact Person:	Linda Olea and Marilyn Adrianzen
Anticipated Completion Date:	Ongoing
Planned Corrective Action:	Human Resources and Business Services will ensure that all employees sign Form I-9 when they are hired. The District will review employee files and obtain signatures of Form I-9 for all employees whose I-9 is not currently signed.

Finding Number:	2021-002
Program Name:	CFD Debt Payment Reconciliations
Contact Person:	Marilyn Adrianzen and Amber Elliott
Anticipated Completion Date:	June 30, 2022
Planned Corrective Action:	The District will formally adopt the most recent California School Accounting Manual as the official accounting manual for the District. Business services will establish a review and reconciliation process over the debt accounts, reconcile to what is recorded in the financial statements and determine if adjustments need to be posted to the financial statements.

Finding/Recommendation	Status	Explanation if Not Implemented
Finding 2020-001 **General Fund Balance** Condition At fiscal year end, the District reported available reserves in the General Fund of 4.4% as reported in the Schedule of Financial Trends and Analysis which is slightly above the required 3% reserve balance as recommended by the California Department of Education for the size of this District. Expenditures exceeded revenues by $8.1 million in 2018-19 resulting in the available reserves declining from 6.9% to 1.6% for fiscal year 2018-19; however, in 2019-20, revenues exceeded expenditures by $0.8 million resulting in available reserves to increase 2.84% over the prior year. The District at the end of 2019-20 met the required reserve; however, the financial trends in the General Fund are inconsistent as the District has experienced an inadequate reserve balance in a prior period. Recommendation Implement procedures to improve minimum required reserves in the General Fund as recommended by the state. Establish and implement a spending reduction plan to reduce and eliminate expenditures for the subsequent fiscal year to be in correlation with actual revenues received in order to enable a positive increase in fund balance for the General Fund in future periods. Increase the fund balance for the General Fund in future periods to raise the available reserves up to a reasonable level by reducing contract expenses, eliminating vacant positions, and reducing overall operational costs. Monitor the reserve balances for the General Fund diligently and make every effort to increase the general fund reserves over the minimum threshold recommended over the next few years. Make every effort to stabilize reserve balances from year to year and eliminate inconsistencies in the financial trends of the General Fund.	Implemented	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FACILITIES CAPACITY REPORT FOR 2021-22

BACKGROUND INFORMATION:
The Facilities Capacity Report is provided for your reference.

RECOMMENDATION:
Information only.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

FACILITIES CAPACITY REPORT

San Ysidro School District

2021-22

ELEMENTARY SCHOOLS				Teaching Stations														Total	Current	Open
	Enrollment as of 04-08-22 (includes SDC)	Classrooms			Loading			Classroom Capacity	TK	Loading	TK Capacity	Labs	Loading	Lab Capacity	Special Education	Loading	Special Ed Capacity	Capacity	Enrollment	Capacity
		K-3	4-6	7-8	K-3	4-6	7-8													
La Mirada ES	339	9	6		24	28	-	384	1	24	24	-		-	3	16	48	456	339	117
Ocean View Hills ES	1,099	30	19	-	24	28	-	1,252	2	24	48	-		-	4	16	64	1,364	1,099	265
Smythe ES	618	17	14	-	24	28	-	800	-		-	-		-	5	16	80	880	618	262
Sunset ES	592	16	15	-	24	28	-	804	-		-	-		-	1	16	16	820	592	228
Willow ES	734	20	16	-	24	28	-	928	1	24	24	-		-	5	16	80	1,032	734	298
Elementary School Total	**3,382**	**92**	**70**	**-**				**4,168**	**4**		**96**	**-**		**-**	**18**		**288**	**4,552**	**3,382**	**1,170**

MIDDLE SCHOOLS				Teaching Stations														Total	Current	Open
	Enrollment as of 04-08-22 (includes SDC)	Classrooms				Loading		Classroom Capacity	TK	Loading	TK Capacity	Labs	Loading	Lab Capacity	Special Education	Loading	Special Ed Capacity	Capacity	Enrollment	Capacity
		K-3	4-6	7-8	K-3	4-6	7-8													
San Ysidro MS	511	-	-	21			32	672		20	-	3	25	75	5	16	80	827	511	316
Vista Del Mar MS	438	-	-	15			32	480		20	-		25	-	3	16	48	528	438	90
Middle School Total	**949**			**36**				**1,152**	**-**		**-**	**3**		**75**	**8**		**128**	**1,355**	**949**	**406**

PRESCHOOL PROGRAM				Teaching Stations														Total	Current	Open
				Sessions			Loading	Classroom Capacity	TK	Loading	TK Capacity	Labs	Loading	Lab Capacity	Special Education	Loading	Special Ed Capacity	Capacity	Enrollment	Capacity
Sunset Preschool	57			3	24			72				-		-	-		-	72	57	15
OVH Preschool	52			2	24			48							2	12	24	72	52	20
SYSD Child Development Center	161			7	24			168				-		-	1	12	12	180	161	19
Preschool/CDC Total	270			**12**	**72**			288		-		**-**	**-**	**-**	**3**		**36**	**324**	**270**	**54**

	Total Enrollment as of 04-08-22 (includes SDC)			Teaching Stations														Total	Current	Open
SYSD TOTAL				Total Classrooms			Loading	Total CR Capacity	TK	Loading	TK Capacity	Labs	Loading	Lab Capacity	Special Education	Loading	Special Ed Capacity	Capacity	Enrollment	Capacity
SYSD TOTAL	**4,601**			**204**				**5,608**	**4**		**96**	**3**		**75**	**29**		**452**	**6,231**	**4,601**	**1,630**

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: FIRST DISTRICT'S SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) FAIR

BACKGROUND INFORMATION:
San Ysidro School District will be hosting the first District's Science, Technology, Engineering and Mathematics (STEM) Fair on May 13, 2022, from 2:00-4:00 p.m. at Smythe Elementary.

This event has been organized by the SciPhy teachers and the objective is to present STEM/Mindfulness/ PE topics and projects to our parents and the San Ysidro Community. The SciPhy team is working in collaboration with community resources such as the Ruben H Fleet Science Center. Attendees will have the opportunity to see and interact with different displays from the SciPhy curriculum. The team will prepare interactive activities for each grade level. There will be STEM, Physical Education, and Mindfulness activities which represent the scope of the work that the SciPhy Team implements. Some of the activities will be student-led. In addition, students will sing STEM songs for primary grade levels.

Cost implications for this event include refreshments for attendees and materials needed for the SciPhy program.

~ List of activities attached ~

RECOMMENDATION:
Approve the first District's Science, Technology, Engineering and Mathematics (STEM) Fair scheduled for May 13, 2022, at the cost not to exceed $5,000.00 from the Title IV Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 3: School Culture and Student Engagement, Action #8
Goal 5 Parent Engagement ~ Increase parent engagement, involvement, and satisfaction with the educational process annually.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$5,000.00	Title IV Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

STEM Fair Activities

Teacher	Grade Level or Program	Table Activity / Experiment	Number of Tables needed
	K		
Burch	1	Stethoscopes/Listening to heart beats	2
Lemos	2	Baking soda balloons	2
Pena	3	Song, simple machines	
Wright	4	Regions of the brain-functions Mindfulness- positive thoughts station and breathing exercises	3
Nunez	4	Energy-potential and kinetic energy, energy transfer	2
Constantino	5	Mixtures & New Substances ● lemonade/jamaica/iced tea/horchata ● Elephant toothpaste - for reals	2
Hasemyer	6	Robot races	0
Upper Team	PE	Pacer Competition	
	IN STAGE	Song/Chant/Poem/ Link to song/	
	K	Songs	
Burch	1	EDP, Sound & Light Chants	
	2	Matter chatter / conductors and insulators	
Pena	3	Song, simple Machines	
	4 (optional)		
	5 (optional)		
	6 (optional)		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Educational Services Department
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: STUDENT PARTICIPATION IN THE COLLEGE FOR KIDS SUMMER PROGRAM FROM SOUTHWESTERN COLLEGE'S Y.E.S. ACADEMY

BACKGROUND INFORMATION:
Youth Excellence and Success (Y.E.S.) Academy at Southwestern College provides options for families to enroll their entering 4th-12th grade students into a variety of summer academic and enrichment courses.

College for Kids is part of the Y.E.S. Academy, and it offers challenging & enriching courses that allow students to learn something new or refine their skills through projects, practice, discussions, and hands-on experiences. Each course provides students with a new and unique experience into a college atmosphere that promotes a well-rounded opportunity to learn through instruction and experiential learning.

Eligible students are those who are currently identified as Gifted or Talented and will be in grades 6th – 8th in the fall of 2022. Students can register to up to two courses, with the options of in-person at the Chula Vista campus and online. In-person courses are scheduled for June 13-23, 2022, and for online courses the dates vary from June 23 thru July 11, 2022.

Cost implications include the following: ▪ 50-60 student registration fees, ▪ transportation services, and ▪ compensation for a District chaperone.

RECOMMENDATION:
Approve the participation of approximately sixty Gifted and Talented students in grades 6th–8th at the College for Kids Summer Program from Southwestern College's Y.E.S. Academy at the total cost of $23,000.00 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:
Goal #3: School Culture and Student Engagement. – Action 8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$23,000.00	Supplemental & Concentration Funds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

San Ysidro School District
Summer 2022
Y.E.S. Academy Courses

In Person Courses

Students must be fully vaccinated against COVD to participate in classes held in person

4th – 6th Grade Courses

Design Lab: Lego & Makey Makey

COLLEGE FOR KIDS

Design, create, and experiment using Lego and Makey Makey! In this hands-on course, students will use both Lego and Makey Makey (an invention kit) to immerse themselves into STEAM. Lego BricQ Motion sets will be used to discover physical science in action by experimenting with forces, motion, and interactions in the context of sports. Makey Makey will also be used to craft and code, make musical circuits, and to invent sensors. This summer, challenge your STEAM skills in Design Lab!

Instructor: Melissa Hughes

CAL COAST CARES FOUNDATION

THE LEGO AND MAKEY MAKEY KITS USED IN DESIGN LAB WERE GENEROUSLY FUNDED BY THE CAL COAST CARES FOUNDATION. THANK YOU CAL COAST CARES FOUNDATION FOR SUPPORTING THE LIFELONG LEARNING OF OUR STUDENTS THROUGH STEAM!



June 13-23, 2022, M-Th (8 classes)
9:30-11:30 am
In-Person - SWC Chula Vista campus
Grades 4-6 / Cost: $175

Exploring the Science of Harry Potter

The magic in the world of Harry Potter is compelling in part because some of it has a basis in real-world science. Through video clips, presentations, discussions and group work, explore how fields like genetics, chemistry, botany and zoology are reflected in the Harry Potter books and movies. Students will enjoy this class most if they have read at least one Harry Potter book or seen at least one of the movies, although prior knowledge is not required. *Instructor: Kevin Garcia*

SRS SALLY RIDE SCIENCE @ UC SAN DIEGO



June 15-23, 2022, M-Th (6 classes / No class 6/13 & 6/14)
12:30-2:30 pm
In-Person - SWC Chula Vista campus
Grades 4-6 / Cost: $155

Pottery: Creating with Clay

COLLEGE FOR KIDS

Pinch, pull, coil and slab, and have messy fun transforming a raw lump of clay into your most imaginative creations. Create dragons, birds, rhinos, or even make a cup or vase for a family member! This popular course features traditional techniques used in ceramics to make glazed pottery. All works will be fired by the instructor. *Instructor: Carrol Fleming*

The SWC pottery classroom is currently under renovation, with an anticipated completion date of May 15, 2022. If the classroom is not completed by then, this course may need to be cancelled, in which case we would notify parents with the option to switch to a new class or receive a full refund.



June 13-23, 2022, M-Th (8 classes)
12:30-2:30 pm
In-Person - SWC Chula Vista campus
Grades 4-6 / Cost: $175

Online/Virtual Courses

4th – 6th Grade Courses

Improv & Acting Games

SRS SALLY RIDE SCIENCE @ UC SAN DIEGO

If you love to laugh, act and perform, this is a perfect class for you! We'll be learning all about improvisation, performing improvised scenes, and discovering how improv is used in all sorts of performance. By the end of the course, students will be able to perform short improv scenes, know how to use improv in auditions, and will strengthen their confidence and ability to think on their feet! *Instructor: Samantha Turret*

June 13-16, 2022, M-Th (4 classes)
9:00 am-12:00 pm
Online via Zoom
Grades 4-6 / Cost: $139

¡Viva Art! COLLEGE FOR KIDS

In this course, students will learn and practice basic Spanish language and culture through the context of art. Create art pieces using watercolor and more, and also engage in activities and discussions to explore and learn about Spanish music, traditions, and the various cultures of Hispanic countries. While engaged in art, students will practice and improve their Spanish language skills! Art kits provided.
Instructor: Sarah Heras

July 11-21, 2022, M-Th (8 classes)
9:30-11:30 am
Online via Zoom
Grades 4-6 / Cost: $175

In Person Courses

Proof of COVID Vaccination Required

7th - 8th Grade Courses

Self-Expression: A Zine Making Project

Zines (zeen-s) are a way for people to voice issues and topics that are important to them. Zines can contain comics, stories, recipes, drawings, poetry, pictures, interviews, diary entries, and any other kind of art. Zines are all about self expression so the content can range to anything from education on social justice issues to your favorite bands; you decide. They often have a distinct "DIY" look and can be created in any size and shape. Zines have been an underground platform of expression - from punks, to comic book fans, to graffiti artists. They can be made individually or collectively. Anybody can make a zine! *Instructor: Ser Flores*

June 13-23, 2022, M-Th (8 classes)
9:30-11:30 am
In-Person - SWC Chula Vista campus
Grades 7-9 / Cost: $175

Cartoon Character Sketch

COLLEGE FOR KIDS

Students will learn how to draw traditional and non-traditional cartoon characters by applying foundational art techniques, while drawing caricatures from historical cartoon characters. The traditional techniques will be applied to various foundational concepts in art as students learn to design their own characters and learn to develop a plot with the various characters sketched. *Instructor: Ed Roeder*

June 13-23, 2022, M-Th (8 classes)
12:30-2:30 pm
In-Person - SWC Chula Vista campus
Grades 7-9 / Cost: $175

Filmmaking: The Commercial

COLLEGE FOR KIDS



Go behind the scenes or in front of the camera in creating two commercials. You get to choose the product, service or message! Filmmakers will participate in directing, cinematography, art directing, lighting, sound and performing/improvising (optional). No experience is necessary. This course will take place both inside the classroom and outside (for filming). *Instructor: Alexis Duran*

June 13-23, 2022, M-Th (8 classes)
12:30-2:30 pm
In-Person - SWC Chula Vista campus
Grades 7-9 / Cost: $175

Online/Virtual Courses

7th – 8th Grade Courses

Tiny Houses

SALLY RIDE SCIENCE @ UC SAN DIEGO

The tiny-house movement is sweeping the nation! Explore how and why people are building houses that are a fraction of the size of a traditional home, and then create a digital model of your own tiny-house design. Students will learn about architecture, social responsibility, environmental sustainability, engineering, and community as they envision and design their own tiny houses.

Instructor: Diana Arredondo

June 13-23, 2022, M-Th (8 classes)
12:30-2:30 pm
Online via Zoom
Grades 7-9 / Cost: $175



Lights, Camera, Acting!

SALLY RIDE SCIENCE @ UC SAN DIEGO

Welcome to acting bootcamp! Every day we'll be exploring different realms of the performing arts world. We'll tackle theatre acting, musical theatre acting, Shakespeare, commercial acting, and film/tv acting. Students will also find out what a professional audition is like and learn how to partake in one. By the end of this course, students will have the general knowledge of many genres of acting!

Instructor: Samantha Turret

July 5-7, 2022, T-Th (3 classes)
9:00 am-12:00 pm
Online via Zoom
Grades 7-9 / Cost: $125



SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – APRIL

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 April 14, 2022, Board meeting:

- 2022 AVID Summer Institute
- 2022 AVID DigitalXP
- Construction Basics and Accounting, Two-Part Series
- School Climate Conference, Spring 2022
- Sexual Health Educator (SHE) Virtual Training, Session 2
- Supporting Students with Autism Using Evidence-Based Practices in Student Engagement and Self-Regulation
- The Mechanics of Universal TK: Staffing and Facilities

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: 2, 17, 18 and 20 & Goal 2: English Language and Academic Language Development – Actions: 3, 5 and 9

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	
$24,915.00 (Amount)	General, Title I PD, and Special Ed. Funds (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Professional Development Backup Information – April 14, 2022

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Carolanne Brandt, Ray Lozada, Carmen Martinez Rivera, Juan Molina, Mei-Ling Murray, Nicole Scarlett Sarina Hemungkorn	2022 AVID Summer Institute	San Diego	June 27-29, 2022 July 26-29, 2022	$13,000.00	Title I PD Fund
Irene Herrera-Cevallos, Crystal Henry, Jerry Herrera	2022 AVID DigitalXP	Online	June 15-17, 2022 August 2-4, 2022	$4,500.00	Title I PD Fund
Paulo Azevedo, Amber Elliott, Laura Gastelum, Sadeer Sahib	Construction Basics and Accounting, Two-Part Series	Online	May 10 & 12, 2022	$1,100.00	General Fund
Laura English Denise Villezcas, Juanita Nunez, Janell Wright	School Climate Conference, Spring 2022	Temecula, CA	April 27-29, 2022	$5,000.00	Title I PD Fund
Cynthia Gonzalez, David Farkas, Manuel Bojorquez, Maria Preciado, Irene Herrera Cevallos, Lupita Garcia, Karina Victorino, Brianna Minton, Jedzida Herron, Miguel Aguilera	Sexual Health Educator (SHE) Virtual Training, Session 2	Online	March 24, 2022	$0	No Cost
Monica Medina, Diana Flores, Dianza Jacquez, Melissa McGowan, Aleyda Santoyo, Marisela Lozano	Supporting Students with Autism Using Evidence-Based Practices in Student Engagement and Self-Regulation	Online	April 20, 2022	$300.00 (Teacher compensation)	Special Education Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Marilyn Adrianzen, David Farkas, Cynthia Gonzalez, Linda Olea, Oscar Madera, Lorena Varela-Reed, Paulo Azevedo	The Mechanics of Universal TK: Staffing and Facilities	Online	May 3, 2022	$1,015.00	General & Title I PD Funds

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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 #9 (February 28, 2022 through April 05, 2022): ▪ General Fund: 0000008346, 0000008348-0000008357, 0000008359-0000008361, 0000008363-0000008364, 0000008366-0000008367, 0000008369-0000008430 ▪ Child Development Fund ▪ 0000008362 ▪ Child Nutrition Fund: 0000008365.

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period February 28, 2022 through April 5, 2022. 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?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$352,256.07	As listed above
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

PURCHASE ORDER REPORT (02/28/22 - 04/05/22)

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000008346	2/28/2022	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,211.00
0000008348	2/28/2022	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL MATERIAL	0100	0000000	4300000	025	$ 644.35
0000008349	2/28/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	$ 377.85
0000008350	3/1/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	$ 225.26
0000008351	3/1/2022	004701	TUCOR INC	CONTRACTED SERVICES	0100	8150000	5600005	068	$ 510.00
0000008352	3/1/2022	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	$ 342.75
0000008353	3/1/2022	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	$ 299.01
0000008354	3/1/2022	004218	ALICIA MARISCAL	PROFESSIONAL SERVICES	0100	8150000	5200003	070	$ 900.00
0000008355	3/1/2022	0000000302	PLAY THERAPY SUPPLY LLC	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	$ 86.19
0000008356	3/1/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0490000	4300001	054	$ 1,226.41
0000008357	3/1/2022	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	$ 4,150.00
0000008357	3/1/2022	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	$ 4,060.00
0000008357	3/1/2022	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	$ 11,723.00
0000008357	3/1/2022	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	3212000	5800500	080	$ 290.00
0000008359	3/1/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	$ 99.50
0000008360	3/2/2022	003637	CASH	CONTRACTED SERVICES	0100	8150000	5200003	070	$ 7,712.00
0000008361	3/2/2022	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	$ 413.85
0000008363	3/2/2022	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	062	$ 187.45
0000008364	3/2/2022	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 4,993.10
0000008366	3/2/2022	0000000834	EDTHEORY LLC	PROFESSIONAL SERVICES	0100	0000000	5800010	061	$ 85,000.00
0000008367	3/3/2022	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300000	050	$ 370.54
0000008369	3/3/2022	0000000772	ACADEMIC SUPPLIER	OFFICE MATERIAL	0100	0000000	4400000	012	$ 637.88
0000008370	3/3/2022	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 526.36
0000008371	3/3/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 411.63
0000008372	3/3/2022	0000000644	TRANSFINDER CORPORATION	CONTRACTED SERVICES	0100	0982000	5800006	074	$ 1,500.00
0000008372	3/3/2022	0000000644	TRANSFINDER CORPORATION	CONTRACTED SERVICES	0100	0983000	5800006	074	$ 1,500.00
0000008373	3/3/2022	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	5600005	068	$ 1,250.00
0000008374	3/3/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 140.58
0000008374	3/3/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 90.50
0000008375	3/3/2022	003313	BEST BUY	OFFICE SUPPLIES	0100	0490000	4300001	054	$ 43.09
0000008376	3/3/2022	003249	CABE SD SOUTH COUNTY	REGISTRATION FEES	0100	4203000	5200003	061	$ 200.00
0000008377	3/3/2022	0000000849	O'DAY CONSULTANTS, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 2,045.00
0000008378	3/3/2022	0000000846	SAN DIEGO GOLF CARTS, LLC	MAINTENANCE EQUIPMENT	0100	0000000	6400000	010	$ 42,444.27
0000008379	3/4/2022	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	8150000	4300011	070	$ 130.26
0000008380	3/4/2022	0000000709	SDSU RESEARCH FOUNDATION/NCUST	PROFESSIONAL SERVICES	0100	3182001	5800000	012	$ 21,622.00
0000008381	3/4/2022	0000000709	SDSU RESEARCH FOUNDATION/NCUST	PROFESSIONAL SERVICES	0100	4035000	5800010	061	$ 24,937.50
0000008382	3/4/2022	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	$ 1,358.50
0000008383	3/4/2022	002187	APPLE INC	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	$ 500.00
0000008384	3/4/2022	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 3,034.50

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000008385	3/4/2022	003144	HOTSY EQUIPMENT COMPANY	CONTRACTED SERVICES	0100	8150000	5600005	068	$ 1,504.11
0000008386	3/7/2022	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 347.50
0000008387	3/8/2022	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300050	073	$ 153.87
0000008388	3/8/2022	003985	PTM DOCUMENT SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 215.50
0000008389	3/9/2022	0000000383	CODEMONKEY STUDIOS INC.	INSTRUCTIONAL MATERIAL	0100	3182001	5800006	022	$ 150.00
0000008390	3/9/2022	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	064	$ 300.00
0000008391	3/9/2022	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300011	050	$ 619.58
0000008392	3/10/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	024	$ 1,615.60
0000008393	3/10/2022	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	024	$ 3,162.27
0000008394	3/10/2022	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	024	$ 3,348.59
0000008395	3/10/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 367.56
0000008396	3/10/2022	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	$ 594.79
0000008397	3/10/2022	002355	I B TROPHIES & AWARDS	CONTRACTED SERVICES	0100	0300020	4300000	020	$ 104.52
0000008398	3/10/2022	004084	RUSSELL SIGLER, INC	MAINTENENAC EQUIPMENT	0100	8150000	4400000	070	$ 861.06
0000008399	3/10/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 159.66
0000008400	3/10/2022	0000000699	EL POLLO GRILL INC	CONTRACTED SERVICES	0100	0300020	4300015	020	$ 1,085.41
0000008401	3/11/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	3213000	4300001	012	$ 1,013.49
0000008402	3/11/2022	0000000267	MANO A MANO FOUNDATION	CONTRACTED SERVICES	0100	3010004	5800010	020	$ 4,000.00
0000008403	3/11/2022	0000000505	ACCO BRANDS USA LLC	OFFICE EQUIPMENT	0100	3010000	4300001	020	$ 2,526.00
0000008404	3/11/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	024	$ 2,710.32
0000008405	3/11/2022	0000000267	MANO A MANO FOUNDATION	CONTRACTED SERVICES	0100	3010000	5800010	018	$ 4,000.00
0000008406	3/14/2022	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	022	$ 1,376.31
0000008407	3/14/2022	0000000851	SLP NOW, LLC	INSTRUCTIONAL MATERIAL	0100	0490000	4300001	054	$ 1,743.00
0000008408	3/14/2022	001012	CDW GOVERNMENT LLC	CONTRACTED SERVICES	0100	0000000	5200003	067	$ 1,198.42
0000008409	3/14/2022	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	022	$ 358.45
0000008410	3/14/2022	0000000852	LESSONPIX, INC.	INSTRUCTIONAL MATERIAL	0100	0490000	4300001	054	$ 36.00
0000008411	3/15/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 43.09
0000008412	3/16/2022	0000000850	THERAPYTRAVELERS	PROFESSIONAL SERVICES	0100	3213000	5800010	054	$ 30,000.00
0000008413	3/17/2022	000584	SWEETWATER UNION HIGH	PROFESSIONAL SERVICES	0100	0980002	5800010	061	$ 4,000.00
0000008414	3/21/2022	0000000255	KELLY SPICERS STORES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	016	$ 1,241.28
0000008415	3/22/2022	003143	HD SUPPLY FACILITIES	MAINTENANCE MATERIAL	0100	8150000	4400000	070	$ 1,195.59
0000008416	3/23/2022	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	0000000	5200000	050	$ 275.00
0000008417	3/23/2022	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 290.00
0000008418	3/23/2022	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300011	050	$ 215.50
0000008419	3/23/2022	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 555.87
0000008420	3/24/2022	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	$ 313.59
0000008421	3/25/2022	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	$ 1,943.00
0000008421	3/25/2022	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	$ 2,233.00
0000008421	3/25/2022	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	$ 25,679.00

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000008422	3/25/2022	0000000853	SCHOOL LIFE	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	020	$ 1,109.35
0000008423	3/25/2022	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	$ 678.83
0000008424	3/28/2022	003722	PEARSON	CONTRACTED SERVICES	0100	0490000	5800010	054	$ 1,500.00
0000008425	3/29/2022	000208	SCHOOL HEALTH CORPORATION	MEDICAL SUPPLIES	0100	0000000	4300010	020	$ 450.02
0000008426	3/29/2022	002580	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	$ 1,713.22
0000008427	3/29/2022	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	$ 1,371.34
0000008428	3/29/2022	002938	PAR	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	$ 395.87
0000008429	4/5/2022	001107	DELANEY EDUCATIONAL ENTERPRISE	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	016	$ 8,080.04
0000008430	4/5/2022	004164	N2Y INC	INSTRUCTIONAL MATERIAL	0100	0490000	4300001	054	$ 2,004.02
							Total for 0100		**$ 346,033.95**
0000008362	3/2/2022	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	$ 1,958.41
							Total for 1200		**$ 1,958.41**
0000008365	3/2/2022	003313	BEST BUY	CAFETERIA EQUIPMENT	1300	5310000	4400000	085	$ 4,263.71
							Total for 1300		**$ 4,263.71**
							Grand Total		**$ 352,256.07**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 14, 2022

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 March 1, 2022 through March 31, 2022 with checks #14-870369 through #14-879959 for a total expenditure of $1,276,188.52 from the following sources:

General Fund - $1,176,480.09
Child Developer Fund- $11,550.25
Child Nutrition Services- $88,158.18

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of March 1, 2022 through March 31,2022 for a total expenditure of $1,276,188.52. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,276,188.52	Various (see above)
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Expenditure Report
3/1/2022-3/31/2022

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14870369	VECTOR USA	3/3/2022	7611.65	0100	PROFESSIONAL SERVICES
14870370	MRC SMART TECHNOLOGY SOLUTIONS	3/3/2022	9595.83	0100	MAINTENANCE AGREEMENT
14870371	SIGNTECH ELECTRICAL ADVERTISING, INC.	3/3/2022	253.40	0100	CONTRACTED SERVICES
14870372	MAXIM HEALTHCARE SERVICES, INC	3/3/2022	2184.67	0100	PROFESSIONAL SERVICES
14870373	DANNIS WOLIVER KELLEY	3/3/2022	862.00	0100	LEGAL FEES
14870374	HORIZON DISTRIBUTORS	3/3/2022	602.83	0100	GROUNDS SUPPLIES
14870375	DAILY JOURNAL CORPORATION	3/3/2022	119.00	0100	CONTRACTED SERVICES
14870376	CAPITOL ADVISORS GROUP, LLC	3/3/2022	2000.00	0100	PROFESSIONAL SERVICES
14870377	PARKHOUSE TIRE INC	3/3/2022	286.84	0100	TRANSPORTAION SERVICES
14870378	ANIXTER INC.	3/3/2022	102.19	0100	MAINTENANCE SUPPLIES
14870379	JOHNSON CONTROLS	3/3/2022	1211.00	0100	CONTRACTED SERVICES
14870380	GORM, INC.	3/3/2022	5500.42	0100	COVID SUPPLIES
14870381	CAL PACIFIC TRUCK CENTER ,LLC	3/3/2022	5536.53	0100	CONTRACTED SERVICES
14870382	SPARTAN TOOL LLC	3/3/2022	785.92	0100	MAINTENANCE SUPPLIES
14870383	EDTHEORY LLC	3/3/2022	5616.00	0100	PROFESSIONAL SERVICES
14870384	QUILL CORP.	3/3/2022	240.82	0100	INSTRUCTIONAL SUPPLIES
14870385	SCHOOL SPECIALTY	3/3/2022	2810.64	0100	INSTRUCTIONAL SUPPLIES
14870386	OFFICE DEPOT	3/3/2022	2552.14	0100	OFFICE SUPPLIES
14870387	RCP BLOCK & BRICK	3/3/2022	247.74	0100	GROUNDS SUPPLIES
14870388	BELLAMA	3/3/2022	146.81	0100	MAINTENANCE SUPPLIES
14870389	BLACKIE'S TROPHIES & AWARDS	3/3/2022	237.73	0100	OFFICE INCENTIVES
14870390	YMCA OF SAN DIEGO COUNTY	3/3/2022	39439.76	0100	PROFESSIONAL SERVICES
14870391	FLEETWASH INC	3/3/2022	186.29	0100	CONTRACTED SERVICES
14870392	SMART & FINAL	3/3/2022	25.92	0100	REFRESHMENTS
14870393	AT&T	3/3/2022	7461.68	0100	UTILITIES
14870394	ACE COOLING & FREEZING	3/3/2022	2140.62	0100	CONTRACTED SERVICES
14870395	TEAMTALK NETWORK	3/3/2022	397.80	0100	MAINTENANCE AGREEMENT
14870396	EDUPOINT EDUCATIONAL SYSTEMS	3/3/2022	27330.20	0100	CONTRACTED SERVICES
14870397	BEST BEST & KRIEGER LLP	3/3/2022	20223.00	0100	LEGAL FEES
14870398	OTAY MESA SALES INC.	3/3/2022	431.00	0100	MAINTENANCE SUPPLIES
14870399	AMAZON.COM, INC.	3/3/2022	33118.41	0100	INSTRUCTIONAL SUPPLIES
14870401	TUCOR INC	3/3/2022	510.00	0100	CONTRACTED SERVICES
14871662	SDSU RESEARCH FOUNDATION/NCUST	3/7/2022	46559.50	0100	PROFESSIONAL SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14871663	EDTHEORY LLC	3/7/2022	17901.00	0100	PROFESSIONAL SERVICES
14872872	CORODATA RECORDS MANAGEMENT, INC.	3/10/2022	212.00	0100	CONTRACTED SERVICES
14872873	XEROX FINANCIAL SERVICES	3/10/2022	9274.25	0100	LEASE AGREEMENT
14872874	MAXIM HEALTHCARE SERVICES, INC	3/10/2022	44154.88	0100	PROFESSIONAL SERVICES
14872875	AGRI-TURF DISTRIBUTING, LLC	3/10/2022	1698.25	0100	GROUNDS SUPPLIES
14872876	DANNIS WOLIVER KELLEY	3/10/2022	1358.50	0100	LEGAL FEES
14872877	DAILY JOURNAL CORPORATION	3/10/2022	81.60	0100	CONTRACTED SERVICES
14872878	ALLIED TIME USA, INC.	3/10/2022	470.84	0100	OFFICE SUPPLIES
14872879	WALSH & ASSOCIATES, APC	3/10/2022	10132.50	0100	LEGAL FEES
14872880	ANIXTER INC.	3/10/2022	1161.75	0100	MAINTENANCE SUPPLIES
14872881	TRANSFINDER CORPORATION	3/10/2022	3000.00	0100	CONTRACTED SERVICES
14872882	GORM, INC.	3/10/2022	193471.48	0100	COVID SUPPLIES
14872883	ACADEMIC SUPPLIER	3/10/2022	935.89	0100	OFFICE SUPPLIES
14872884	TRAFERA, LLC	3/10/2022	3975.98	0100	TECHNOLOGY SUPPLIES
14872885	CROWN LIFT TRUCKS	3/10/2022	495.00	0100	CONTRACTED SERVICES
14872886	EDTHEORY LLC	3/10/2022	6240.00	0100	PROFESSIONAL SERVICES
14872887	SOUND THERAPIES, INC	3/10/2022	11623.68	0100	CONTRACTED SERVICES
14872888	WAXIE SANITARY SUPPLY	3/10/2022	17634.53	0100	CUSTODIAL SUPPLIES
14872889	SAM & ROSE STEIN EDUCATION	3/10/2022	12045.47	0100	PROFESSIONAL SERVICES
14872890	PARADIGM HEALTHCARE SERVICES	3/10/2022	500.00	0100	PROFESSIONAL SERVICES
14872891	SCHOLASTIC , INC	3/10/2022	2305.60	0100	INSTRUCTIONAL SUPPLIES
14872892	STANDARD ELECTRONICS	3/10/2022	599.08	0100	CONTRACTED SERVICES
14872893	SPRINT	3/10/2022	4139.37	0100	CONTRACTED SERVICES
14872894	HOME DEPOT	3/10/2022	3437.98	0100	GROUNDS SUPPLIES
14872895	PITNEY BOWES	3/10/2022	382.50	0100	POSTAGE
14872896	CALIFORNIA DEPT. OF JUSTICE	3/10/2022	147.00	0100	CONTRACTED SERVICES
14872897	SPINITAR/PRESENTATION PRODUCTS	3/10/2022	961.04	0100	OFFICE SUPPLIES
14872898	ASELTINE SCHOOL	3/10/2022	5272.15	0100	PROFESSIONAL SRVICES
14872899	HARBOR FREIGHT TOOLS	3/10/2022	30.44	0100	MAINTENCE SUPPLIES
14872900	IMPERIAL SPRINKLER SUPPLY	3/10/2022	2294.02	0100	GROUNDS SUPPLIES
14872901	SMART & FINAL	3/10/2022	185.16	0100	OFFICE REFRESHMENTS
14872902	WALMART	3/10/2022	313.34	0100	INSTRUCTIONAL SUPPLIES
14872903	SOUTHWEST SCHOOL & OFFICE	3/10/2022	3231.80	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14872904	ACE COOLING & FREEZING	3/10/2022	1027.32	0100	CONTRACTED SERVICES
14872905	RGC GENERAL EMGINEERING INC	3/10/2022	3668.50	0100	CONTRACTED SERVICES
14872906	GALLAGHER BENEFIT SERVICES, INC	3/10/2022	458.15	0100	PROFESSIONAL SERVICES
14872907	SAFETY-KLEEN SYSTEMS, INC.	3/10/2022	339.69	0100	MECHANIC SUPPLIES
14872908	ABA EDUCATION FOUNDATION	3/10/2022	5294.25	0100	PROFESSIONAL SERVICES
14872909	FLYERS ENERGY	3/10/2022	4771.03	0100	CONTRACTED SERVICES
14872910	XEROX CORPORATION	3/10/2022	4420.57	0100	MAINTENACE AGREEMENT
14874295	SUNBELT RENTALS, INC.	3/14/2022	2004.63	0100	RENTAL EQUIPMENT
14874296	BMR HEALTH SERVICES, INC	3/14/2022	23315.04	0100	PROFESSIONAL SERVICES
14874297	PIONEER HEALTHCARE SERVICES LLC	3/14/2022	11236.32	0100	PROFESSIONAL SERVICES
14874299	PANERA BREAD COMPANY	3/14/2022	409.72	0100	REFRESHMENTS
14874300	EFRAIN IVAN MANRIQUEZ	3/14/2022	82.78	0100	MILEAGE
14874301	AARDVARK ANT & PEST CONTROL INC.	3/14/2022	1022.00	0100	CONTRACTED SERVICES
14874302	KARINA VICTORINO	3/14/2022	82.72	0100	MILEAGE
14874303	EDTHEORY LLC	3/14/2022	7020.00	0100	PROFESSIONAL SERVICES
14874304	DEMME LEARNING	3/14/2022	10712.64	0100	INSTRUCTIONAL SUPPLIES
14874305	LAKESHORE	3/14/2022	109.48	0100	INSTRUCTIONAL SUPPLIES
14874306	SCHOOL HEALTH CORPORATION	3/14/2022	337.80	0100	MEDICAL SUPPLIES
14874310	KONE INC	3/14/2022	22390.20	0100	CONTRACTED SERVICES
14874311	DELANEY EDUCATIONAL ENTERPRISE	3/14/2022	93.42	0100	INSTRUCTIONAL SUPPLIES
14874312	BUS WEST	3/14/2022	189.53	0100	TRANSPORTATION SUPPLIES
14874313	REPUBLIC SERVICES	3/14/2022	14588.90	0100	UTILITIES
14874314	SCHOOL NURSE SUPPLY, INC.	3/14/2022	1787.58	0100	MEDICAL SUPPLIES
14874317	TEAMTALK NETWORK	3/14/2022	397.80	0100	MAINTENANCE AGREEMENT
14874318	B&H PHOTO,VIDEO	3/14/2022	1978.28	0100	TECHNOLOGY EQUIPMENT
14874320	SIR SPEEDY PRINTING 02890	3/14/2022	215.50	0100	OFFICE SUPPLIES
14874321	ALBERTO CARLOS HERRERA	3/14/2022	3330.55	0100	UNIFORMS
14874322	SPARKLETTS	3/14/2022	302.40	0100	CONTRACTED SERVICES
14875475	MANO A MANO FOUNDATION	3/17/2022	4000.00	0100	CONTRACTED SERVICES
14875476	AMPLIFIED IT, LLC	3/17/2022	11664.00	0100	CONTRACTED SERVICES
14875477	ACCO ENGINEERED SYSTEMS, INC.	3/17/2022	1224.00	0100	CONTRACTED SERVICES
14875478	EL POLLO GRILL INC	3/17/2022	1085.41	0100	CONTRACTED SERVICES
14875479	CITY TREASURER	3/17/2022	9009.13	0100	UTILITIES

Expenditure Report
3/1/2022-3/31/2022

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14875480	SMART & FINAL	3/17/2022	800.58	0100	REFRESHMENTS
14875481	CORTES TOWING	3/17/2022	810.00	0100	CONTRACTED SERVICES
14876619	ALLIANCE ENGINEERING OF CALIFORNIA, INC	3/21/2022	1892.80	0100	PROFESSIONAL SERVICES
14876620	P.I.P.S.	3/21/2022	71370.25	0100	CONTRACTED SERVICES
14876621	BMR HEALTH SERVICES, INC	3/21/2022	70.00	0100	PROFESSIONAL SERVICES
14876622	CSM CONSULTING INC.	3/21/2022	1500.00	0100	CONTRACTED SERVICES
14876623	XEROX FINANCIAL SERVICES	3/21/2022	9274.25	0100	LEASE AGREEMENT
14876624	HORIZON DISTRIBUTORS	3/21/2022	734.84	0100	GROUNDS SUPPLIES
14876625	PANERA BREAD COMPANY	3/21/2022	425.86	0100	REFRESHMENTS
14876626	AARDVARK ANT & PEST CONTROL INC.	3/21/2022	1281.00	0100	CONTRACTED SERVICES
14876627	TOM SILVA CONSULTING	3/21/2022	1612.50	0100	PROFESSIONAL SERVICES
14876628	LORD ARCHITECTURE INC.	3/21/2022	3725.00	0100	CONTRACTED SERVICES
14876629	THE STEPPING STONE GROUP	3/21/2022	11220.08	0100	PROFESSIONAL SERVICES
14876630	GLENN HEATH	3/21/2022	49.88	0100	REIMBURSEMENT
14876631	THERAPYTRAVELERS	3/21/2022	4270.00	0100	PROFESSIONAL SERVICES
14876632	SCHOLASTIC , INC	3/21/2022	3162.27	0100	INSTRUCTIONAL SUPPLIES
14876633	SWEETWATER UNION HIGH	3/21/2022	4000.00	0100	PROFESSIONAL SERVICES
14876634	BARNES AND NOBLE	3/21/2022	1129.76	0100	INSTRUCTIONAL MATERIAL
14876635	PROFESSIONAL TUTORS OF AMERICA	3/21/2022	240.00	0100	PROFESSIONAL SERVICES
14876636	SAN DIEGO COUNTY SUPERINTENDEN	3/21/2022	45.00	0100	REGISTRATION FEE
14876637	SOUTHWEST SCHOOL & OFFICE	3/21/2022	3222.37	0100	INSTRUCTIONAL SUPPLIES
14876638	SAN YSIDRO SCHOOL DISTRICT	3/21/2022	1718.86	0100	PCARD REPLENISH
14876639	CASH	3/21/2022	7712.00	0100	CONTRACTED SERVICES
14876640	AMAZON.COM, INC.	3/21/2022	7423.06	0100	OFFICE SUPPLIES
14876642	SOUTH BAY COMMUNITY SERVICES	3/21/2022	16084.52	0100	PROFESSIONAL SERVICES
14877646	FRANCISCO MATA	3/24/2022	22.99	0100	REIMBURSEMENT
14877647	PLAY THERAPY SUPPLY LLC	3/24/2022	86.19	0100	INSTRUCTIONAL SUPPLIES
14877648	SAN DIEGO GAS & ELECTRIC	3/24/2022	79990.78	0100	UTILITIES
14877649	WESTERN PSYCHOLOGICAL SERVICES	3/24/2022	654.27	0100	INSTRUCTIONAL SUPPLIES
14877650	WIRELESS PRO'S	3/24/2022	26.10	0100	MAINTENANCE SUPPLIES
14877651	SMART & FINAL	3/24/2022	7.10	0100	REFRESHMENTS
14877652	WALMART	3/24/2022	137.72	0100	GROUNDS SUPPLIES
14877653	PTM DOCUMENT SYSTEMS	3/24/2022	254.29	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14877654	NANCY FETZER'S LITERACY	3/24/2022	3000.00	0100	CONTRACTED SERVICES
14879038	MAXIM HEALTHCARE SERVICES, INC	3/28/2022	38188.60	0100	PROFESSIONAL SERVICES
14879039	CAPITOL ADVISORS GROUP, LLC	3/28/2022	2000.00	0100	PROFESSIONAL SERVICES
14879040	WEX BANK	3/28/2022	5068.11	0100	OPERATIONAL SERVICES
14879041	THE SPEECH PATHOLOGY GROUP, INC	3/28/2022	11520.00	0100	PROFESSIONAL SERVICES
14879042	DIXIELINE LUMBER CO	3/28/2022	24.53	0100	MAINTENANCE SUPPLIES
14879043	GRAINGER	3/28/2022	1652.23	0100	MAINTENANCE SUPPLIES
14879044	HAWTHORNE MACHINERY	3/28/2022	1726.27	0100	CONTRACTED SERVICES
14879045	THE INSTITUTE FOR EFFECTIVE	3/28/2022	10553.52	0100	PROFESSIONAL SERVICES
14879046	OFFICE DEPOT	3/28/2022	980.49	0100	OFFICE SUPPLIES
14879047	ORIENTAL TRADING COMPANY, INC.	3/28/2022	705.45	0100	INSTRUCTIONAL SUPPLIES
14879048	WILLY'S ELECTRONIC SUPPLY CO.	3/28/2022	385.46	0100	TECHNOLOGY SUPPLIES
14879049	NAPA AUTO AND TRUCK PARTS	3/28/2022	167.74	0100	MAINTENANCE SUPPLIES
14879050	YMCA OF SAN DIEGO COUNTY	3/28/2022	83330.45	0100	PROFESSIONAL SERVICES
14879051	HD SUPPLY FACILITIES	3/28/2022	907.01	0100	MAINTENANCE SUPPLIES
14879052	SAN DIEGO COUNTY SUPERINTENDEN	3/28/2022	375.00	0100	REGISTRATION FEES
14879053	BEST BUY	3/28/2022	43.09	0100	OFFICE SUPPLIES
14879054	RUSSELL SIGLER, INC	3/28/2022	861.06	0100	CONTRACTED SERVICES
14879055	BEST BEST & KRIEGER LLP	3/28/2022	29855.00	0100	LEGAL FEES
14879056	FOLLETT SCHOOL SOLUTIONS,INC	3/28/2022	650.62	0100	INSTRUCTIONAL MATERIAL
14879954	EDTHEORY LLC	3/30/2022	4992.00	0100	PROFESSIONAL SERVICES
14879955	EWING IRRIGATION	3/30/2022	1318.74	0100	GROUND SUPPLIES
14879956	HOTSY EQUIPMENT COMPANY	3/30/2022	987.99	0100	GROUNDS SUPPLIES
14879957	VALLEY INDUSTRIAL SPECIALTIES	3/30/2022	350.72	0100	MAINTENANCE SUPPLIES
14879958	AMAZON.COM, INC.	3/30/2022	1225.40	0100	INSTRUCTIONAL MATERIAL
14879959	FLYERS ENERGY	3/30/2022	6091.53	0100	CONTRACTED SERVICES
Total Fund 01			**$ 1,176,480.09**		
14871664	LAURA FISH THERAPY MFT, INC.	3/7/2022	6800.00	1200	CONTRACTED SERVICES
14871665	WAXIE SANITARY SUPPLY	3/7/2022	4750.25	1200	CUSTODIAL SUPPLIES
Total Fund 12			**$ 11,550.25**		
14874298	GOLD STAR FOODS	3/14/2022	43281.56	1300	CAFETERIA FOODS
14874307	HOLLANDIA DAIRY INC.	3/14/2022	25391.67	1300	CAFETERIA FOOD
14874308	P&R PAPER SUPPLY COMPANY, INC.	3/14/2022	13845.39	1300	CAFETERIA PAPER GOODS

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14874309	SHIRTS UNLIMITED LLC.	3/14/2022	467.01	1300	OFFICE MATERIAL
14874315	LLOYD PEST CONTROL CO.	3/14/2022	232.00	1300	CONTRACTED SERVICES
14874316	CALIFORNIA DEPARTMENT OF	3/14/2022	199.50	1300	CONTRACTED SERVICES
14874319	AMERICAN PRODUCE DISTRIBUTORS	3/14/2022	4741.05	1300	CAFETERIA FOOD
Total Fund 13			**$ 88,158.18**		
Grand total			$ 1,276,188.52		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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 Resolution No. 21/22-0006, 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 2021-22 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?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

See attached	Various Funding Sources
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

April 14, 2022

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	806 Technologies Inc.	Renewal of TitleICrate Program and the Plan4Learning Software (2022-23)	$6,150.00	General Fund	Gonzalez
2	Aardvark Ant & Pest Control	Additional services to include District Office - Bus Yard (2021-22)	$700.00	Routine Unrestricted Maintenance Fund	Farkas/Azevedo
3	Alliance for African Assistance	To provide interpretation and translation services (2021-22)	$22,000.00	General Fund	Gonzalez/Madera
4	CDW-G	To provide installation services for APC Uninterruptible Power Supply Hardware Modernization Project (2021-22)	$18,371.46	G.O. Bonds	Adrianzen/Lewis
5	Club Xcite	Amendment No. 1 - Temporary staff to assist the Special Education Department. (2021-22)	$30,000.00	Special Education	Gonzalez/Madera
6	CODESP	Annual membership for 2022-23 to provide interview and test materials.	$2,300.00	General Fund	Olea
7	Common Goal Systems	Renewal of TeacherEase Software Program for the Middle Schools (2022-23)	$7,486.42	Supplemental & Concentration Fund	Gonzalez
8	Monarch School Project	To provide Student Support Services at no cost to the District. (2022-23)	N/A	N/A	Farkas
9	Music Therapy Center of California	To provide music therapy to a student with disabilities per IEP. (2021-22)	$2,000.00	Special Education	Gonzalez/Madera
10	The Howard E. Nyhart Company, Inc.	To provide Actuarial Valuation Services (GASB 75 & OPEB) (2021-2025)	$19,900.00	General Fund	Adrianzen
11	Perfection on Wheels Bicycle Stunt Team	To provide an educational and motivational performance to students at SYMS (2021-22)	$1,696.00	ASB Fund	Gonzalez/Bojorquez
12	Pitney Bowes	To provide mailing equipment, supplies and maintenance (2022-2027)	143.79/mo.	General Fund	Adrianzen
13	Wilda Storm	To provide two additional days of professional development services for teachers at La Mirada School. (2021-22)	$5,000.00	ESSER III	Gonzalez/English

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH 806 TECHNOLOGIES, INC. FOR THE RENEWAL OF THE TITLEICRATE PROGRAM AND THE PLAN4LEARNING SOFTWARE

BACKGROUND INFORMATION:
806 Technologies, Inc. is a leading innovator of software tools specifically designed for school districts to monitor, collect, validate, and manage Federal compliance using Title1Crate and Plan4Learning so districts are prepared for State and Federal Compliance Monitoring.

The TitleICrate Program has been an excellent tool when preparing for Federal Program Monitoring (FPM) and the Plan4Learning Software is a great support for school principals when preparing their School Plan for Student Achievement.

The District would like to renew these licenses for the 2022-23 school year. The cost implications include: $4,400.00 for TitleICrate + $1,750.00 for Plan4Learning

RECOMMENDATION:
Approve the service agreement with 806 Technologies, Inc. to renew the TitleICrate Program and the Plan4Learning Software during the 2022-23 school year at the total cost of $6,150.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement, Action #8: Support personnel for State and Federal Programs to ensure data analysis, program effectiveness and evaluation, and progress monitoring of unduplicated students to support academic acceleration.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$6,150.00	General fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

806 TECHNOLOGIES, INC.
5760 Legacy Drive
Suite B3-176
Plano, TX 75024
(877) 331-6160x3
accounting@806technologies.com

806 | Technologies

Quote

ADDRESS

Cynthia Gonzalez
San Ysidro School District (CA)
4350 Otay Mesa Rd
San Ysidro, CA 92173

QUOTE # 5566
DATE 03/25/2022

ACTIVITY	QTY	RATE	AMOUNT
Title1Crate - District Title1Crate for Federal Programs Documentation -- District Crate	1	550.00	550.00
Title1Crate - Campus Title1Crate for Federal Programs Documentation -- Campus Crates	7	550.00	3,850.00
DIP Plan4Learning - District Improvement Planning Software -- FREE	1	0.00	0.00
CIP Plan4Learning - California School Plan for Student Achievement	7	250.00	1,750.00

This estimate is for the 2022-23 school year.

TOTAL **$6,150.00**

Accepted By

Accepted Date

Board approved: _____

Marilyn Adrianzen, CBO

806 | Technologies

Site Terms of Use

1. User's Acknowledgment and Acceptance of Terms

806 Technologies, Inc. (referred to as "us" or "we") provides the 806technologies.com site and various related services (together referred to as this "site") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

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These Terms of Use are effective as of June 1st, 2015. We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use. As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

2. Description of Services

We make various services available on this site including, but not limited to web-based applications and free trial registration in connection with: (i) school campus and school district improvement-plan software to assist educators in identifying needs, setting goals, maintaining accountability, and supporting state and federal mandates for improved student learning and achievement; (ii) technology that creates a central point for reporting and tracking incidents of school bullying online; and (iii) technology to store and track school documents The site also includes access to an application creation platform designed to help school administrators create and manage mobile apps for their school or district. Certain fees in connection with training features of our services are disclosed on this site. Please contact us for information concerning fees for all other services and software we provide. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and your own Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have has no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

3. Registration Data and Privacy

In order to access some of the services on this site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

4. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data, or other information – that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

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In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

5. Third Party Sites and Information

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

6. Intellectual Property Information

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7. User Materials

Subject to our Privacy Policy, any communication or materials that you transmit to this site or to us, whether electronic mail or other means, for any reason, will be treated as confidential and proprietary. We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes it1s copyright, trademark, or other property rights have been infringed by posting on this site, you or the user should send notification to us immediately.

You acknowledge and agree that upon receipt of a notice of a claim copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party.

8. Disclaimer of Warranties

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT: (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

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9. Limitation of Liability

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and your use of this site shall be limited to the amount you paid us for the services on the site during the twelve-month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.
FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THRID PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11. Participation in Promotions

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

12. Email Services

We may make email services available to users of our site, either directly or through a third-party provider. We will not inspect or disclose the contents of private email messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

13. Use of Site and Storage of Material

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted or our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge

that we reserve the right to log off accounts which have not paid a subscription fee that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

We provide storage space and access for material through our site. For purposes of these Terms of Use, “material” refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in “Your Conduct on the Site” above. We will not routinely monitor the contents of your online portfolio. You are solely responsible for any information contained in your online portfolios. However, if complaints are received regarding language, content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our servers and terminate your Web hosting service. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the site, you should not rely on the site as your only storage facility. You should preserve backup copies of any digital data, information or other materials that you have uploaded. You agree not to hold us for any damage to, any deletion of or any failure to store your files, data or Registration Data.

14. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

15. Export Controls

Software available on or through this site is subject to United States Export Controls. No software from this site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

16. International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

17. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection therewith. Sections 1, 3, 4-10, 13, and 17-19 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination. 5760 Legacy Drive Ste B3-176

18. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Collin County.

19. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of info@806technologies.com. if by email, or at 806 Technologies, Inc., 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024 if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

20. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

21. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

22. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by 806 Technologies, Inc., a Texas corporation, located at 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024. Our telephone number is 877.331.6160.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 14, 2022

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 3 TO THE AARDVARK ANT AND PEST CONTROL AGREEMENT

BACKGROUND INFORMATION:
The District has staff that is certified on the procedures of pesticide chemicals and applications. At times, there is a need for assistance in order to cover all of our District's facilities needs. The District has requested the assistance of Aardvark Ant & Pest Control to provide pest control at the various District facilities as needs arise.

Amendment No. 3 is for additional services for rodent control at the District Office–Bus Yard. The cost implication for Amendment No. 3 is estimated at $700.00 for FY 2021-22. All other terms & conditions and the not-to-exceed amount of $30,000 will remain the same.

RECOMMENDATION:
Approve/Ratify Amendment No. 3 to the Aardvark Ant & Pest Control Agreement for fiscal year 2021-22 to add services for the District Office–Bus Yard at an estimated cost of $700.00 from the Routine Unrestricted Maintenance fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

NOT TO EXCEED
$700.00
(Amount)

Routine Unstricted Maintenance Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

AMENDMENT NO. 3

Amendment to the Professional Services Agreement entered on the 9th day of March 2022, by and between the San Ysidro School District, hereinafter called the "District", and

AARDVARK Ant & Pest Control, Inc. Company/Consultant	1-800-650-6008 Telephone Number
2514 Jamacha Road #502-40, El Cajon, CA 92019-4366 Address	www.aardvarkant.com Website

hereinafter referred to as "Consultant."

The following services are being requested due to pest control problems at the following locations. Individual Services Agreement dated March 9, 2022 is attached and is on an "as needed" basis. The District can terminate the Individual Service Agreements at any time.

All other Terms & Conditions on the original agreement dated June 24, 2021 for fiscal year 2021-2022 shall remain the same.

Location	Type of Service	One-Time Fee	Maintenance Fee
District Office – Bus Yard	Rodent Control	$360.00 (Install 12 bait stations)	$209/month x 2 $105/month thereafter

AARDVARK approved: _____ Date: _____

SYSD approved: _____ Date: _____
Marilyn Adrianzen, CBO

Board approved/ratified: 04-14-22

AARDVARK

ANT & PEST CONTROL INC.

2514 Jamacha Road, #502-40 El Cajon, CA 92019-4366
Phone 1-800-650-6008 • Fax 619-441-2546
www. aardvarkant.com

SERVICE AGREEMENT

Service start date: 3/09/2022

Billing Name San Ysidro School Dist
Address 4350 Otay Mesa Road
City San Ysidro State CA
Zip Code 92173 Phone 619-454-1134

Service Name San Ysidro Bus yard
Address 4350 Otay Mesa Road
City San Ysidro State CA
Zip Code 92173 Phone 619-454-1134
Fax _____

PESTS COVERED AND FREQUENCY:

☐ Ants ☐ Roaches ☑ Fleas ☐ Mice
☐ Spiders ☐ Bees ☑ Rats ☐ Gophers
☐ Other _____

☑ Exterior Service Monthly / EOM / Qtr ☐ Interior Service Monthly / EOM / Qtr. ☐ Interior Service upon request

STRUCTURE TYPE:

☐ Res. ☑ Comm. ☐ Apt. Units _____
☐ Condo. Units _____

CHEMICALS USED / ACTIVE INGREDIENTS

☐ Talstar One/Wisdom TC - Bifenthrin
☐ Termidor SC - Fipronil
☐ Drione - Pyrethrins
☑ Contrac Blox - ~~Bromadiolone~~ BROMETHALIN
☐ Archer - Pyridine
☐ Talstar/Wisdom Granular - Bifenthrin
☐ Maxforce Ant Killer Bait Gel - Fipronil
☐ Wasp Freeze - Phenothrin & D-Trans Allethrin
☐ Martins Gopher Getter - Strychnine Alkaloid
☐ Other _____
☐ P.I. - Pyrethrins
☐ Maxforce Roach Killer Gel - Fipronil
☐ Suspend - Deltamethrine
☐ Fumitoxin - Aluminum Phosphide
☐ Phantom - Chlorfenapyr
☐ Sluggo - Iron Phosphate

One Time Service Charge	$ _____
Monthly Charge	$ _____
Every Other Month	$ _____
Quarterly Service	$ _____
Discount	$ _____
Total	$ _____

Map Code 1350 F3

Comments Rats eating wiring on Buses.
Install 12 Rat bait stations — Cost $360.00 ea
First 2 months 2 times a month - Cost $209.00 @ month
3rd month forward $105.00 @ month

"State law requires that you be given the following information: CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the California Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized."

"If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu or any other symptoms of overexposure which are not typical of influenza, contact your physician or poison control center (1-800-876-4766) and Aardvark Ant & Pest Control Inc., immediately. Contact with rodenticides may reduce the clotting ability of blood and cause bleeding. See telephone numbers below for more information." For further information, contact any of the following:

Poison Control Center	1-800-876-4766
Aardvark Ant & Pest Control Inc.	1-800-650-6008
For Health Questions-San Diego County Health Department	1-619-692-8499
For application information – San Diego County Agricultural Commissioner	1-858-694-8980
For regulatory information – Structural Pest Control Board, 2005 Evergreen St., Suite #1500, Sacramento, CA 95815	1-800-737-8188

If a contract for periodic pest control has been executed, the frequency with treatment is to be done. In the case of Branch1 applications, the notice presdcribed by subdivision shall be provided at least 48 hours prior to application unless fumigation follows inspection by less than 48 hours.

This service agreement shall be continued for a period of **TWELVE (12) MONTHS AND THEREAFTER UNTIL CANCELLED WITH A THIRTY (30) DAY WRITTEN NOTICE.** If the property herein passes from my/our control during the period of this agreement upon thirty (30) day written notice thereof, Aardvark Ant & Pest Control Inc. will immediately cancel this agreement except that if such transfer of control occurs within three (3) months from the date of the agreement. I/we agree to pay Aardvark Ant & Pest Control Inc. in full for the first three (3) months service at the rate established herein.

NOTE: While the purpose of this agreement is to prevent damage from pests, Aardvark Ant & Pest Control Inc. shall not be liable for any loss or damage caused by sources of pests occurring after the date of service. All complaints must be submitted in writing to the above branch within 24 hours following any loss or damage.

A service fee of $25.00 will be charged on all returned checks.

THIS AGREEMENT DOES NOT INCLUDE CARPENTER / PHAROH ANTS OR WOOD DESTROYING ORGANISMS.

I have read, understand and hereby agree to all terms and conditions of this agreement. OPR# 12935

Accepted _____

Aardvark Ant & Pest Control Inc.

William "Skip" Lodge

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ALLIANCE FOR AFRICAN ASSISTANCE FOR 2021-2022 SCHOOL YEAR

BACKGROUND INFORMATION:
Under 34 CFR §300.322(e), the public agency must take whatever action is necessary to ensure that the parent understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English. Additionally, IDEA requires that certain notices to parents be provided in the parent's native language, unless clearly not feasible to do so. See 20 U.S.C. 1415(b)(4) (prior written notice); 20 U.S.C. 1415(d)(2) (procedural safeguards notice); see also 34 CFR §300.503(c) (notice in understandable language). Instead, under Title VI and the EEOA, state educational agencies and school districts have independent responsibilities to provide Limited English Proficient (LEP) parents of children with disabilities meaningful access through timely and complete translation and oral interpretation.

Alliance for African Assistance, an agency that provides interpretation and translation in different languages, will be providing interpretation at the IEP meetings and translation of special education records into Spanish language. Term: April 1, 2022 to June 30, 2022

Cost Implication:

- Onsite and remote interpretation services: $70.00/hour with 30 minute increments
- Document Translations: $0.17/word

RECOMMENDATION:
Approve the agreement with Alliance for African Assistance for interpretation and translation services for the 2021- 2022 school year at a cost not-to-exceed $22,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 5, Item 5: Interpreters to provide translation/interpretation services throughout the district.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
NOT TO EXCEED $22,000.00 (Amount)	General Fund (Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of April 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Alliance for African Assistance Company/Consultant	(619) 286-9052 Telephone Number
5952 El Cajon Blvd., San Diego, CA 92115 Address	interpreters@alliance-for-africa.org Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: April 1, 2022 To: June 30, 2022

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.

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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
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 – 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 (coverage must be clearly reflected on Certificate of Liability) 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 (if applicable):** 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 appropriates 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. Certificate of Liability must clearly reflect this coverage.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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.)**

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:	**Alliance for African Assistance**
Name:	Cristina Belpassi
Title:	Global Village Interpretation & Translations Department Manager
Address:	5952 El Cajon Blvd.
City/State/Zip Code:	San Diego, CA 92115
Telephone:	(619) 286-9052
Email:	interpreters@alliance-for-africa.org

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	**DISTRICT**
Alliance for African Assistance	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Walter Lam, President & CEO	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (619) 701-7489	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant's sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District's facilities. If Consultant's services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant's Authorized Representative:

Consultant: _____

Signature	Date
Walter Lam, President & CEO	
Name/Title (Print)	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Services include:

- Interpretation at the IEP meetings: $70.00 per hour with 30-minute increments; and
- Translation of documents: $0.17 per word
- A service recipient's no show, late reschedule, late cancellation, or rejection of interpreting services without 24 hours notice (excluding weekends) for a foreign language on-site appointment incurs a $55.00 fee instead of the $70.00 fee. If an interpreter has not been assigned to the appointment and the appointment is canceled, the minimum fee will not apply
- The District is not responsible for any other expenses under this agreement.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CDW-G FOR UNINTERRUPTIBLE POWER SUPPLY - HARDWARE MODERNIZATION PROJECT

BACKGROUND INFORMATION:
The District currently has a large, enterprise level, uninterruptible 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.

The District's APC brand UPS system is approximately 11 years old but has a manufacturer's life expectancy of only about 8-10 years. For this reason, many of the electrical components are beyond their life cycle and need to be replaced before they fail.

This project will have an experienced technician come onsite and replace the UPS electrical components with new parts based upon the manufacturer's recommendation.

RECOMMENDATION:
Approve the agreement with CDW-G to provide installation services for APC Uninterruptible Power Supply Hardware Modernization Project in the amount of $18,371.46 from the General Obligation Bonds.

LCAP GOAL AND ACTION/SERVICE:

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$18,371.46	G.O. Bonds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

QUOTE CONFIRMATION

DEAR TODD LEWIS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNQF578	1/10/2022	MODULAR UPS REVITALIZATION SER	12408780	$18,371.46

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Modernization Service - extended service agreement - on-site Mfg. Part#: WMPRS2-MP-42 UNSPSC: 81112307 Contract: CMAS 3-19-70-0793K (3-19-70-0793K)	1	3395820	$17,213.14	$17,213.14
APC Scheduling Upgrade to 7X24 for MPRS - installation Mfg. Part#: WUPGMPRS7X24-MP-00 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: CALSAVE Technology Contract 530067 (530067)	1	5090148	$1,158.32	$1,158.32

PURCHASER BILLING INFO

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

DELIVER TO

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

SUBTOTAL	$18,371.46
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$18,371.46

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

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

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer’s carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer’s Affiliates (defined below) hereby release Seller and Seller’s Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its

Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller’s costs of collection, including, but not limited to, court costs, filing fees and attorneys’ fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time

but currently includes Cuba, Iran, Sudan and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN

CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) $50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to

use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: Return Policy. Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at Customer Relations to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of

Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.** Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.**

Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, **"Process," "Processed," or "Processing"**) on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("**Personal Data**"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("**CCPA**"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("**Privacy Laws**"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("**EEA**") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("**Security Breach**"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer′s written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule

or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Reimbursed Party") against any and all losses costs, or expenses of whatever kind, including professional fees and attorney's fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer's violation of any Privacy Laws in connection with this Agreement.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 12-27-2019

Related Links

- Site Use
- Privacy Policy
- Product Recalls
- Site Accessibility
- Site Map

WE GET GETTING RESULTS

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

What We Solve
Research Hub
Products

My Account
Quick Order Status

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About Us
Careers
Diversity and Inclusion
ESG
Investor Relations
International Solutions
Locations
Newsroom & Media
Suppliers

HOW CAN WE HELP

Customer Support / FAQs
eProcurement
e-Waste Recycling
Leasing Services
Product Recalls
Product Finders
CDW Outlet

Contact An Expert: P 800.808.4239 | Email Us

CDW CDW-G Canada CDW-UK

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE CLUB XCITE AGREEMENT FOR 2021-2022 SCHOOL YEAR

BACKGROUND INFORMATION:
On October 21, 2021, the governing board approved the contract with Club Xcite for tutoring services for students with special needs.

Amendment No. 1 - The district is also in need of Behavior Aides, who will be working with students with special needs with severe behavior issues, the Special Education Department is temporary hiring this type of personnel until the end of the 2021-2022 school year. All other Terms and Conditions remain the same.

- Cost Implication: $53.81 per hour x 7 hours/day = **$376.67/day**
- Duration: School Year 2021-22 on an "as needed" basis.

RECOMMENDATION:
Approve Amendment No. 1 to the agreement with Club Xcite for the 2021- 2022 school year at a cost of not-to-exceed $30,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc…) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

☐ **Renewal** ☐ **New** ☒ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

NOT TO EXCEED	
$30,000.00	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

Club Xcite will be providing special education teaching staff and one on one academic home tutoring instructors (in person/online) to students with special needs at a rate between $75.00 and $85.00.

AMENDMENT NO. 1

Additional services to the existing agreement for Behavioral Assistants, who are responsible for providing support and capacity in behavioral and clinical services for students with disabilities. Their duties include addressing behavior management safety needs, supporting emotional and social needs, giving academic support, and implementing behavioral improvement plans at a rate of $53.81/hour x 7 hours/day x 35 weeks.

All other Terms & Conditions remain the same.

Approval for Amendment No. 1 by Authorized Representatives:

CONSULTANT	**DISTRICT**
Club Xcite Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Katerina Violante, Program Director Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
Phone Number: (858) 345-0984	Board Approved:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: CODESP SUBSCRIPTION FOR 2022-2023

BACKGROUND INFORMATION:
The District would like to continue the subscription to the CODESP website services for 2022-2023. The District is able to create and access questions for interviews and test materials.

RECOMMENDATION:
Approve/Ratify the renewal of the CODESP Subscription for interview and test materials for the 2022-2023 fiscal year at a cost of $2,300.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition # --

$2,300.00 (Amount)

General Fund (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested Yes No

CODESP
714-374-8644
20422 Beach Blvd. Suite 400
Huntington Beach, California
92648
United States

Billed To
Linda Gonzales
San Ysidro School District
4350 Otay Mesa Road
San Ysidro
92173-1617
United States

Date of Issue
03/24/2022

Due Date
09/01/2022

Invoice Number
0005383

Amount Due (USD)
$2,300.00

Description	Rate	Qty	Line Total
Annual Membership Fee - 201-400 FTE Basic products and services beginning July 1, 2022 and ending June 30, 2023 for 201 to 400 FTE employees.	$2,300.00	1	$2,300.00

Subtotal	2,300.00
Tax	0.00
Total	2,300.00
Amount Paid	0.00
Amount Due (USD)	$2,300.00

(Year 2 of 4)

SYSD Board approved: _____

_____
Marilyn Adrianzen, CBO

Terms
NET 45 days from July 1
Taxpayer ID No. 54-2166843
No additional fees for taxes required; CODESP is a Public Agency.
Make all checks payable to CODESP.
THANK YOU FOR YOUR BUSINESS!
Contact us: E: codesp@codesp.com P: (714) 374-8644 W: www.codesp.com
Please note that our address has changed – we are now in Suite 400.
Help us go green - Rather than fax, please scan and email documents to codesp@codesp.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: RENEWAL OF THE PURCHASE AGREEMENT WITH COMMON GOAL SYSTEMS, INC. FOR THE FULL TEACHEREASE SOFTWARE PROGRAM FOR THE 2022-23 SCHOOL YEAR

BACKGROUND INFORMATION:

The TeacherEase program helps implement Standards-based learning and differentiated instruction in the classroom. For teachers and organizations, Standards-based education is a substantial change and requires significant effort. TeacherEase supports this process by providing world-class tools that make Standards-based practices easier. TeacherEase also helps implement Standards-based learning and differentiated instruction in the classroom by providing world class tools that make practices easier. Finally, this program supports traditional and Standards-based grading, helps teachers save time, communicate with parents, and improve student performance.

Our Middle Schools have had this program for several years and would like to renew it for the 2022-23 school year.

Cost implications include access for teachers and administrators from our Middle Schools as follows:

School	*Teachers*	*Administrators*	*Total Cost*
San Ysidro Middle	35	4	$4,316.21
Vista Del Mar Middle	21	5	$3,170.21
Total			*$7,486.42*

RECOMMENDATION:

Approve the renewal of the purchase agreement with Common Goal System, Inc. for the Full TeacherEase Software Program to serve as a parent communication portal for San Ysidro Middle and Vista Del Mar Middle Schools at the total cost of $7,486.42 from the Supplemental and Concentration Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action 16: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.
Goal 5: Parent Engagement ~ Action 4: Improve home--school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events. Including providing access to families with primary language supports and modes for access.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

$7,486.42 (Amount)

Supplemental and Concentration Fund (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No



Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #4135

In accordance with the Common Goal Systems Terms of Service (version 3/2021), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School

School Name:	San Ysidro Middle School
District:	San Ysidro School District
Address:	4345 Otay Mesa Rd
City, State, Zip:	San Ysidro CA 92173
Phone:	619-428-5551

Services

Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	35	$114.59	$4,010.65
2	Admins	4	$76.39	$305.56
			Total:	**$4,316.21**

Period

Start Date:	7/1/2022
End Date:	6/30/2023

Payment Terms

Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the Common Goal Systems Terms of Service (version 3/2021).

Name: Manuel Bojorquez
Title: Principal
Email: manuel.bojorquez@sysdschools.org
Signature:

Date:

SYSD Board Approved: _____

_____

Marilyn Adrianzen, CBO (Authorized Rep)

Instructions

1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com



Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #4134

In accordance with the Common Goal Systems Terms of Service (version 3/2021), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School

School Name:	Vista del Mar Middle
District:	San Ysidro School District
Address:	4885 Del Sol Blvd.
City, State, Zip:	San Diego CA 92154
Phone:	619-661-0457

Services

Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	21	$130.96	$2,750.16
2	Admins	5	$84.01	$420.05
			Total:	**$3,170.21**

Period

Start Date: 7/1/2022
End Date: 6/30/2023

Payment Terms

Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the Common Goal Systems Terms of Service (version 3/2021).

Name: Irene Herrera-Cevallos
Title: Principal
Email: irene.herrera-cevallos@sysdschools.org
Signature:

Date:

SYSD Board Approved: _____

_____

Marilyn Adrianzen, CBO (Authorized Rep)

Instructions

1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com

Common Goal Systems Terms of Service (version 3/2021)

This agreement is made and entered into by Common Goal Systems, Inc ("CGS"), an Illinois Corporation with its principal place of business at 188 Industrial Drive, Elmhurst, Illinois 60126, and the School for the Services, Period, and Payment Terms as defined in the Subscription Order Form. The Subscription Order Form and Common Goal Systems Terms of Service (version 3/2021), when accepted, constitutes the entire agreement ("Agreement") between the parties.

The School: When the School is referenced in this agreement, all terms referenced shall apply to any and all users from the School, which may include administrators, professionals, teachers, employees, and agents from the School. The School is responsible for its users' conformance to the agreement.

As Is: The School understands that the Services are provided "as is." CGS will make its best effort to maintain a properly functioning system and will respond to any malfunction as expeditiously as possible under the circumstances in existence when the non-conformance occurs. CGS makes no guarantee that the users and/or subscribers will not experience downtime, malfunction or problems due to network issues, software bugs, system failures, and/or unforeseen circumstance outside the control of CGS.

Third Party Fees: The Services need to be accessed via the Internet, the School is responsible for maintaining the infrastructure required to access the Services, at its own expense.

Payment: The Total Yearly Fee is due in full as specified by the Payment Terms. When applicable, CGS will handle payments through it's partner, WePay, as a third party, in which all parties are subject to its Privacy Policy and Terms of Service. In the event the School fails so to pay, CGS reserves the right to cancel immediately this Agreement in its entirety, suspend the Services, and seek full remedies for the School's default.

Privacy: The Services store data of a confidential nature. The School owns this data and CGS interacts with it as an agent of the School. CGS may inspect certain confidential information for the purpose of system maintenance and to verify correct system operation. CGS will not knowingly disclose or disseminate any confidential information to third parties without prior written consent of the School, or as required by law. CGS will not serve advertising to its users.

Collection of Data From Children under age 13: The Child Online Privacy Protection Act (COPPA) requires parental consent for online collection of personal information from children under 13. The School acting as an agent of parents grants consent to CGS to collect children’s personal information for educational purposes only. CGS is not allowed to use or disclose personal information for non-educational purposes.

Services to Schools: CGS, through one or more products, provides enterprise data management software to schools and school districts. As part of these services, the school provides certain data covered under the Illinois Student Online Personal Protection Act (SOPPA). These data may include, but are not limited to, student demographic information, education records, discipline records, and other personally identifiable information.

Security: The Services have been designed to withstand breaches in the system from unknown entities. CGS will maintain the technical security of the Services to prevent unauthorized viewing of data; unauthorized modification of data; and denial of service to the user base.

In the unlikely event of a security breach into the Services, CGS, at its own expense, will undertake an investigation of the incident, make best efforts to remedy any security flaws that allowed unauthorized access, notify affected parties as required by law, and provide a summary report at the conclusion of the investigation. In the case of breach, the School may also incur expenses, which will be the sole responsibility of the School. CGS encourages the School to purchase insurance to cover any expenses from a breach.

Password Protection: Each user of the School will receive an account and password to access the Services. The School is responsible for maintaining the confidentiality of the account and password information. The School is fully responsible for all activities that occur under its password or account and by its users. The

School understands and accepts that CGS cannot be held liable for any loss or damage arising from the School's failure to comply with this paragraph.

Data Integrity: The Services are regularly backed up. In the unlikely event that the Services should experience system failure, CGS will make its best efforts to return the system to its exact state as it existed prior to the failure. In the event this is not possible, the most recent backup will be restored. The School understands that such loss of data can occur.

System Availability: The Services have been designed to provide a highly available environment. However, the Services may become temporarily unavailable due to upgrades, system maintenance or unforeseen technical issues. In these instances, CGS will make its best effort to return the system to its functioning state as soon as feasible. The School understands and accepts that said temporary system unavailability may occur throughout the duration of this Agreement.

Responsibility for Content: The Services function as a communication device between the School and surrounding communities. The content of these communications are the sole responsibilities of the users from which this content originated. CGS does not control the content posted and, as such, does not guarantee the accuracy, integrity or quality of such content. CGS will not be liable in any way for content.

No subscriber, customer or user may upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way content, software or other material that is protected by copyright or other proprietary right, without obtaining any required permission of the owner. Any material shared by the Service must conform with the Content Sharing Agreement (version 10/2013).

Member Conduct: Users shall not explore the Services and attempt to find security weaknesses. Any attempt to "hack" into the Services will result in suspension of the user's privileges and notification of the School.

Modifications to the Services: In an effort to improve quality, reliability, performance and features, CGS shall make changes to the Services throughout the duration of this Agreement. CGS reserves the right to modify the Services without notice. CGS shall not be liable for any modification, suspension or discontinuance of the Services or any part of the Services. CGS will make the final decision as to any/all changes made to the Services.

Indemnity: The School agrees to indemnify and hold CGS and its officers, agents, employees, and other partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of its use of the Services, security breach, and any of the subject matter set forth in this Agreement.

Extension of Agreement: On or before the end of the Period, CGS may invoice the School for an additional calendar year of the Services. The fees may be the same or may increase up to 10% annually to reflect the current pricing of the Services. If the School chooses to pay the invoice, the School will receive the Services for an additional calendar year under the existing terms of the Agreement.

Deletion of Data: Should the School choose not to extend the Agreement, they can request deletion of their data from the Service, which will be performed within 90 days. Their data will also exist in backups (referenced in “Data Integrity” above) commingled with all other CGS customers’ data. Backups are primarily stored offline, but may be restored onto internal servers (not accessible from the Internet) from time to time. Due to the backups technical nature, it is not feasible to remove a single School’s data from the backups. As a consequence, the School’s data will exist in CGS backups until the backups are destroyed, typically after 7 years.

SOPPA Agreement Publishing: For Illinois public school districts, if the School maintains a website, they must publish the Common Goal Systems Terms of Service (version 3/2021) on their website. If not, a copy must be available for inspection by the general public at its administrative offices.

Disclaimer of Warranties: The School expressly understands and agrees that the use of the Services is at its sole risk. The Services are provided on an "as is" basis. CGS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, or fitness for a particular purpose and non-infringement. CGS makes no warranty that: 1) the Services will meet your requirements; 2) the Services will be uninterrupted, timely, secure or error-free; 3) the information obtained from the Services will be accurate or reliable; and 4) any errors in the Services will be corrected. No advice or

information, whether oral or written, obtained by the School from CGS or through or from the Services shall create any warranty not expressly stated in this Agreement.

Limitation of Liability: The School expressly understands and agrees that it will not hold CGS liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from: 1) the use or the inability to use the Services; 2) the cost of procurement of substitute services; 3) unauthorized access to or alteration of the School's data; and/or 4) any other matter relating to the Services. Without waiving the foregoing limitation of liability, in the event the School should pursue any cause of action under this Agreement involving CGS, at CGS's discretion it may terminate the Agreement by refunding the subscription fee paid for the current year.

General Information: The terms of this Agreement constitute the entire agreement between the School and CGS and govern the School's use of the Services, superseding prior agreements between the parties. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. The School and CGS agree to submit to the personal and exclusive jurisdiction of the state court located within the County of DuPage, Illinois or if the claim is federal in nature, to the Northern District of Illinois. The failure of CGS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The School agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Attorney Review: The parties understand and agree that they have had the opportunity to review this Agreement with an attorney and have read and fully understand the content and the terms set forth in this Agreement.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
David Farkas, Ed.D.,
Assistant Superintendent of
Educational Leadership, Pupil Services
and Safety

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH MONARCH SCHOOL PROJECT

BACKGROUND INFORMATION:
Monarch Project has developed an innovative approach to case management, social services, and learning where unhoused students gain the skills they need to improve their lives, develop awareness of their emotions and healthy coping skills, explore their passions and plan for a life of self-sufficient living.

The District has elected to make at least one of its school sites available to Monarch Project, namely Willow Elementary and possibly other schools or facility locations designated facilities/classrooms thereon, in order to provide the following services to unhoused youth: Comprehensive onsite clinical mental health supports for school site students and their families and caregivers. These services will include individualized counseling, group counseling and family counseling sessions administered by clinical trainees and overseen by Licensed Clinical Social Workers (LCSW) professional staff.

RECOMMENDATION:
Approve the Memorandum of Understanding with Monarch School Project for student support services at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1 Academic Achievement
Description #21
The Student and Family Services Manager/McKinney-Vento liaison will support homeless youth and families based on the needs of qualified students which may include tutoring services, transportation assistance, uniforms, and school supplies. Referrals for health and basic living necessities will be made to support homeless families, provide students with a stable environment, and increase opportunities for student achievement and success for students who are socioeconomically disadvantaged and foster youth.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND THE MONARCH SCHOOL PROJECT REGARDING STUDENT SUPPORT SERVICES

This Memorandum of Understanding ("MOU") is entered into as of **April 15, 2022**, by and between the SAN YSIDRO SCHOOL DISTRICT ("District") and the MONARCH SCHOOL PROJECT ("Monarch Project") for the purpose of providing services for District unhoused youth at the District's facilities. The District and Monarch Project are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Monarch Project has developed an innovative approach to case management, social services, and learning where unhoused students gain the skills they need to improve their lives, develop awareness of their emotions and healthy coping skills, explore their passions and plan for a life of self-sufficient living.

WHEREAS, the District has elected to make at least one of its school sites available to Monarch Project, namely Willow Elementary and possibly other schools or facility locations designated facilities/classrooms thereon, in order to provide the following services to unhoused youth: Comprehensive onsite clinical mental health supports for school site students and their families and caregivers. These services will include individualized counseling, group counseling and family counseling sessions administered by clinical trainees and overseen by Licensed Clinical Social Workers (LCSW) professional staff. (hereafter, the "Services").

WHEREAS, the purpose of this MOU is to provide Monarch Project personnel access to the District's property and facilities in order to provide the Services at Willow Elementary and various locations.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this MOU, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree and mutually understand as follows:

TERMS

A. **Term**. The Parties agree that the following District school site and designated facilities/classrooms will be made available to Monarch Project personnel during school hours as directed by onsite administration, two days per week Monday through Friday, for a term not to exceed 10 months, tentatively scheduled to begin August 1, 2022 and end in May 31, 2023.

Compensation: Services provided will be at no cost to the District.

School Site & Facilities/Rooms	Address
Willow Elementary	226 Willow Rd. San Ysidro, CA 92173
Other school and district locations may be made available in the future.	District Office 4350 Otay Mesa Rd, San Ysidro CA 92173 La Mirada Elementary 222 Avenida De La Madrid, San Ysidro, CA 92173 Smythe Elementary 1880 Smythe Ave, San Ysidro CA 92173 Sunset Elementary 3825 Sunset Lane, San Ysidro CA 92173 Ocean View Hills Elementary 4919 Del Sol Blvd, San Diego CA 92154 San Ysidro Middle School 4345 Otay Mesa Rd, San Ysidro CA 92173 Vista Del Mar Middle School 4885 Del Sol Blvd, San Diego CA 92154

Upon request, the District agrees to provide Monarch Project personnel with all reasonable access needed to the District's property and facilities consistent with the District's school site safety procedures.

B. **Vaccination or Weekly COVID-19 Testing.** Monarch Project employees, volunteers and consultants will provide to the District proof of vaccination or weekly proof of negative COVID test results in accordance with the state health department requirements, if applicable. The Parties agree that District staff will work with Monarch Project personnel to provide access to the District's COVID-19 testing program in order to conduct COVID-19 testing of all individuals who consent to receiving COVID-19 diagnostic tests. If necessary, testing by Monarch Project personnel will be permitted on more than one day per week, if, for example, the participating school site has some students or District staff who are only available on certain days. Results of the testing will be shared with the tested individuals and Monarch Project will share any positive test results with the District human resources department.

C. **Campus And Student Safety**.

1. **Compliance with District Policies and Procedures.** In carrying out its Services, Monarch Project 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 all Parties appropriate to the nature of the work and the conditions under which the work is to be performed.

The Parties agree to fully comply with all policies and procedures of the District with regard to campus/site security and safety. The Parties further agree to ensure that all Monarch Project personnel, employees, consultants, and volunteers providing the Services to unhoused students on the District's property will comply with all policies and procedures of the District with regard to campus/site security and safety.

2. **Fingerprinting & TB Clearance Requirements.** Monarch Project shall ensure that all individuals coming in contact with students 1) have received Tuberculosis (TB) clearance and 2) have completed fingerprinting and background check in accordance with Education Code section 45125.1.

Attachment A - School Safety Certification Form must be submitted to the District.

5. **Indemnification**.

1. Monarch Project shall indemnify, defend, and hold the District, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of Monarch Project, its personnel, officials, officers, employees, agents, consultants or contractors in the performance of the Services under this MOU, including the payment of reasonable attorneys' fees.

2. The District shall indemnify, defend, and hold Monarch Project, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the District, its personnel, officials, officers, employees, agents, consultants or contractors in

the performance of the Services under this MOU, including the payment of reasonable attorneys' fees.

F. **Insurance.** For the term of this MOU, Monarch Project shall at all times maintain or cause to be maintained the appropriate insurance coverage **(See Attachment B)** sufficient for the Services subject to the reasonable review and approval of the District. Monarch Project shall provide the District with evidence of the amounts and types of coverage that are in place. It is expressly understood, however, that the coverages required under this MOU shall not in any way limit the liability of Monarch Project.

G. **Dispute Resolution.** Any disputes arising under this MOU which cannot be resolved informally by the Parties within ninety (90) days shall be submitted to non-binding mediation.

H. **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.

I. **Notices.** All written notices to be given under this MOU shall be given by first class mail, personal delivery, overnight mail or email pdf. to the Parties at the addresses set forth below, or at such address as the Party may provide to the other Parties in writing from time to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication; (b) 48 hours after deposit in the United States mail, postage prepaid; or (c) otherwise, upon actual receipt. The Parties may, by written notice to the other Parties, from time to time modify the addresses or numbers to which communications are to be given hereunder.

If to the District:	San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 Attention: Business Services Email: marilyn.adrianzen@sysdschools.org
If to Monarch Project:	Monarch School Project 1625 Newton Ave. San Diego, CA 92113 Attention: Afira DeVries, President and CEO Email: adevries@monarchschools.org

I. **Amendment.** No modification, waiver, amendment, discharge or change of this MOU shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

J. **Termination.** This MOU may be terminated by any of the Parties by giving thirty (30) day's written notice to the other Party. Within thirty (30) days of the termination of this MOU, Monarch Project personnel shall remove any of its property located at the District's participating school sites.

K. **Binding Effect.** This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, representatives, successors and assigns.

L. **Entire Agreement.** This MOU constitutes the entire agreement between and among the Parties and supersedes all prior written or oral agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on this date first herein above written.

SAN YSIDRO SCHOOL DISTRICT	**MONARCH SCHOOL PROJECT**
By: _____ (Authorized Representative)	By: _____ (Authorized Representative)
Printed Name: Marilyn Adrianzen	Printed Name: Afira DeVries
Title: Chief Business Official	Title: President and CEO
Dated: _____	Dated: _____

Board approved: _____

ATTACHMENT A - SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

ATTACHMENT B – INSURANCE

Consultant - Monarch

(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 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. ❑ **Professional Liability: (Errors and Omissions):** Insurance appropriates 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)*

3. ❑ **Improper Sexual Conduct: (if working directly with students)** $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.

4. ❑ **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.

5. ❑ **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

    ❑ **WC waiver of subrogation endorsement in favor of San Ysidro School District.**

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 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.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE MUSIC THERAPY CENTER OF CALIFORNIA FOR 2021-2022 SCHOOL YEAR

BACKGROUND INFORMATION:
Music therapy can promote learning and skill acquisition to help the child attain educational goals. According to the American Music Therapy Association, music is processed by a different area of the brain than speech and language, so a child may be able to absorb information when associated with music. Music therapists use a range of music-based interventions and approaches to meet the individual needs of the child with disabilities. Music therapy interventions engage children and foster capacity for flexibility, creativity, variability and tolerance of change.

The Music Therapy Center of California will be providing music therapy to a student with disabilities Individualized Education Program (IEP).

Cost Implication: $2,000.00

RECOMMENDATION:
Approve the agreement with The Music Therapy Center of California for the 2021- 2022 school year at a cost up to $2,000.00 from Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 16: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,000.00	Special Education
(Amount)	(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 15th day of April, 2022, by and between the San Ysidro School District, hereinafter called the "District", and

The Music Therapy Center of CA	(619) 299-1411
Company/Consultant	Telephone Number
7370 Opportunity Road, Ste. E, San Diego, CA 92111	themusictherapycenter.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: April 15, 2022 To: June 30, 2022

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.

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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
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 – 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 (coverage must be clearly reflected on Certificate of Liability) 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 (if applicable):** 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 appropriates 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. Certificate of Liability must clearly reflect this coverage.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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.)**

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.

COMPANY:	**The Music Therapy Center of CA**
Name:	Julie Guy
Title:	M.M., MT-BC
Address:	7370 Opportunity Road, Ste. E
City/State/Zip Code:	San Diego, CA 92111
Telephone:	(619) 299-1411
Email:	info@themusictherapycenter.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

C agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	**DISTRICT**
The Music Therapy Center of CA	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Julie Guy, M.M., MT-BC	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (619) 299-1411	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant's sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District's facilities. If Consultant's services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant's Authorized Representative:

Consultant: The Music Therapy Center of CA

Signature	Date
Julie Guy, M.M., MT-BC	
Name/Title (Print)	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

EXHIBIT A

SCOPE OF WORK

The Music Therapy Center of CA will be providing music therapy to a student with disabilities, as stated in the Individualized Education Program (IEP). Services include direct music therapy services, data collection, consultation with IEP team, materials preparation, trainings, additional IEP meeting attendance, etc. at a rate of $135.00 per hour.

Cost implication up to: $2,000.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NYHART FOR ACTUARIAL VALUATION SERVICES

BACKGROUND INFORMATION:
Governing Accounting Board Standards, Statement No. 75 (GASB No. 75) replaces GASB Statement No. 45, Accounting and Financial Reporting by employers for postemployment benefits other than pensions. GASB 75 requires that districts determine the post employment benefits obligations every year. In order to remain in compliance, the District is requesting the assistance of The Howard E. Nyhart Company, Inc. (Nyhart), to complete an analysis and report using the most current requirements.

The report for compliance covered under this agreement are:

- FYE 06-30-2022 OPEB Actuarial Valuation and GASB 75
- FYE 06-30-2023 Roll-forward Valuation and GASB 75
- FYE 06-30-2024 OPEB Actuarial Valuation and GASB 75
- FYE 06-30-2025 Roll-forward Valuation and GASB 75

RECOMMENDATION:
Approve the agreement with The Howard E. Nyhart Company, Inc. to conduct Actuarial Valuation Services for the District at a cost not to exceed $19,900.00 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 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$19,900.00	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")

Agreement Between Nyhart, and:

Client Name:	San Ysidro School District
Primary Contact Name:	Marilyn Adrianzen, Chief Business Official
Primary Contact Address:	4350 Otay Mesa Road
	San Ysidro, CA 92173
Primary Contact Phone:	(619) 428-4476
Primary Contact Email:	marilyn.adrianzen@sysdschools.org

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

Nyhart will provide the following actuarial services:

- Updated June 30, 2021 OPEB actuarial valuation and report for compliance with GASB 75 for FYE 6/30/2022 including:
    - Kick off conference call
    - Data collection and analysis for full actuarial valuation
    - Conference call to review valuation report
- Roll-forward Valuation and GASB 75 Report for FYE 6/30/2023
- Updated June 30, 2023 OPEB actuarial valuation and report for compliance with GASB 75 for FYE 6/30/2024 including:
    - Kick off conference call
    - Data collection and analysis for full actuarial valuation
    - Conference call to review valuation report
- Roll-forward Valuation and GASB 75 Report for FYE 6/30/2025.

Fees for services provided by Nyhart

The fees listed below are subject to annual adjustments.

Service	Fee
Updated June 30, 2021 OPEB Actuarial Valuation and GASB 75 Report for Compliance for FYE 6/30/2022*	$7,500
Roll-forward Valuation and GASB 75 Report for FYE 6/30/23**	$2,200
Updated June 30, 2023 OPEB Actuarial Valuation and GASB 75 Report for Compliance for FYE 6/30/2024***	$8,000
Roll-forward Valuation and GASB 75 Report for FYE 6/30/2025****	$2,200

* Will incorporate updated census, premiums and, if applicable, assets as of the Valuation Date (6/30/2021).
** Net OPEB Liability will reflect liability timing adjustment and discount rate based on a Measurement Date of 6/30/2022.
*** Will incorporate updated census, premiums and, if applicable, assets as of the Valuation Date (6/30/2021).
****Net OPEB Liability will reflect liability timing adjustment and discount rate based on a Measurement Date of 6/30/2024.

Please select the method of delivery of your invoice:

- ☒ I would like my invoice sent electronically to the primary contact's email address. and Alternative recipient.
- ☐ I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name	Blanca Vega (Accounts Payable)
Invoice recipient email address	blanca.vega@sysdschools.org
Invoice recipient address	4350 Otay Mesa Road, San Ysidro, CA 92173 Attn: Accounts Payable

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to OPEB actuarial services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- CalPERS Pension Related (e.g. GASB 68 Support, Section 115 Supplemental Funding Trusts)
- Health Care Reform financial impact consulting
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- Flex Accounts – FSA, HRA, & HSA consulting and administration
- What-if Modeling for health plan design and carrier changes
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contribution to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or mission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Separate Limitation of Liability with Respect to Projections

From time to time, the Services performed under this Agreement may include preparing cost, financial or actuarial projections ("Projections"). While a diligent effort is made by the parties to develop reasonable assumptions and while the Actuary uses generally acceptable actuarial techniques in order to produce reasonable Projections, the Projections by their very nature are speculative, and the Plan Sponsor acknowledges that it has been advised by the Actuary

against placing too much reliance on any particular Projection. As a result, notwithstanding anything in this Agreement to the contrary (including the general indemnification and limitation of liability provisions in Paragraph VIII), the Actuary shall not be liable for the accuracy of any Projections prepared under this Agreement, and the Plan Sponsor agrees to hold harmless the Actuary, it officers, employees, directors, shareholders, agents and affiliates (collectively, the Actuary Parties") from and against any liability resulting from the Plan Sponsor's reliance on the Projections and to indemnify the Actuary Parties from and against any and all claims, losses, liabilities, or damages (including attorney's fees) the Actuary Parties may incur as the result of any third party's reliance on the Projections.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

San Ysidro School District

By: _____

Printed Name: Marilyn Adrianzen, CBO

Date: _____

Board approved: _____

Nyhart

By: _____

Printed Name: _____

Date: _____

Hourly Rates

Classification	Hourly Rate
Lead Consulting Actuary	$375 - $500
Valuation Actuary	$275 - $375
Actuarial Analyst	$205 - $275
Administration Analyst	$125 - $205

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
San Ysidro Middle School
Manuel Bojorquez, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PERFECTION ON WHEELS BICYCLE STUNT TEAM

BACKGROUND INFORMATION:
A Perfection on Wheels' BMX Stunt Show is an exciting and engaging school assembly program that captures students' attention to listen and learn during the exciting show performance. The Pro BMX stunt athletes give students positive messages during an energetic and action-packed performance of incredible BMX tricks and stunts. A character-building school assembly program is one component to help the school be effective in promoting a positive and safe academic environment for students.

San Ysidro Middle School would like to use this assembly as a motivation and morale booster before students start the State testing. ASB Members have approved this assembly/performance which is tentatively scheduled for April 27, 2022.

RECOMMENDATION:
Approve the agreement with Perfection on Wheels Bicycle Stunt Team to provide an educational and motivational performance to students of San Ysidro Middle School at a cost of $1,696.00 to be paid from ASB funds.

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.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$1,696.00 (Amount)

ASB Fund (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SERVICE AGREEMENT FOR GUEST SPEAKER

Perfection On Wheels Bicycle Stunt Team (SPEAKER)
and San Ysidro School District (DISTRICT), mutually agree to the following:

1. Purpose:

Motivational and Educational presentation for San Ysidro Middle School students. The goal would be to motivate students through positive messages during an energetic and action-packed performance by SPEAKER.

2. Scope of Services:

SPEAKER will provide an assembly/performance on Wednesday, April 27, 2022 at the San Ysidro Middle School. SPEAKER will be available before the event for any requested instruction, setup and/or meeting to properly understand DISTRICT's requests, expectations, content, behavior and safety protocols. SPEAKER will provide to DISTRICT an outline of event before the event.

3. Compensation:

DISTRICT will pay SPEAKER a not to exceed amount of $1,696.00. The District is not responsible for any other expenses.

Payment will be made upon submittal of invoice and IRS Form W-9 to the Business Services Department for processing of payment. If SPEAKER is from out of state, additional documentation may be required. Invoice should be dated on or after the date of the event and is payable within 30-days.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Liability and School Safety Certification Forms – Refer to Exhibit A

6. Insurance – Refer to Exhibit B for insurance coverage information.

7. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of event stated in Section 2, above.

8. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

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.

A PERFECTION ON WHEELS BICYCLE STUNT TEAM
GUEST SPEAKER

Signature: _____Date: _____
Sam Bowman
sam@perfectiononwheels.com
(469) 215-3251

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173 Board approved: _____
(619) 428-4476

SYSD CONTACT PERSONS:

Manuel Bojorquez
Principal, SYMS
(619) 428-4476 ext. 3297
Manuel.bojorquez@sysdschools.org

Emily Kurtz
ASB Teacher/Advisor
(619) 428-4476 x3255
Emily.kurtz@sysdschools.org

EXHIBIT A

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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: _____

Name/Title of Authorized Representative (Print): _____

Signature: _____ Date: _____

EXHIBIT A

SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT

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 B

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.

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:** 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):** 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.**

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 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.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PITNEY BOWES

BACKGROUND INFORMATION:
The District wishes to renew the agreement with Pitney Bowes for purchasing of mailing equipment, supplies and maintenance. The District would retain the services of Pitney Bowes for a period of 60 months.

Term: July 1, 2022 to June 30, 2027

RECOMMENDATION:
Approve the agreement with Pitney Bowes for mailing equipment, supplies and maintenance at a monthly rate of $143.79 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 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

$143.79/month	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

San Ysidro School District

Tax ID # (FEIN/TIN)

956002821

Sold-To: Address

4350 Otay Mesa Rd, San Ysidro, CA, 92173-1617, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Felix Araceli	(619) 428-4476	0011829360

Bill-To: Address

4350 Otay Mesa Rd, San Ysidro, CA, 92173-1617, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Blanca Vega	(619) 428-4476	0011829360	blanca.vega@sysdschools.org

Ship-To: Address

4350 Otay Mesa Rd, San Ysidro, CA, 92173-1617, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Patricia Caro	(619) 428-4476	0011829360

PO #

.

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1E48	SP100 Label Printer
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle

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See Pitney Bowes Terms for additional terms and conditions

Pitney Bowes Confidential Information

1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 143.79**	**$ 431.37**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

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Pitney Bowes Confidential Information
See Pitney Bowes Terms for additional terms and conditions

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSPO16-169897; 7-17-70-41-03
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Lynn Harrington	lynn.harrington@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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Pitney Bowes Confidential Information
See Pitney Bowes Terms for additional terms and conditions

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
La Mirada Elementary School
Laura English, Principal

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE WILDA STORM AGREEMENT

BACKGROUND INFORMATION:
Under the direction of the site principal of La Mirada Elementary School, Wilda Storm will provide professional development and training to teachers. Write Up a Storm! Close Reading & Text Dependent Writing are research-based strategies that have proven to result in student gains, such as close reading and text-dependent writing, English language development, diverse learning, and many more. Copyright permission is included for La Mirada School's use only.

In October 2021, La Mirada staff received four days of professional development and have requested two additional days (April 2022) at a cost of $2,500.00 per day per consultant.

RECOMMENDATION:
Approve Amendment No. 1 to the agreement with Wilda Storm to provide two additional days of professional development services for teachers at La Mirada Elementary School at a not to exceed cost of $5,000.00 from the ESSER III fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1: Academic Achievement, Action #17: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies. Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

NOT TO EXCEED $5,000.00	ESSER III
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Wilda's Writing Workshop
Increase Your Students' Writing Proficiency

Wilda Storm, M.S.

AMENDMENT NO. 1

PERFORMANCE AGREEMENT

This agreement is entered into between San Ysidro School District / La Mirada Elementary School (hereinafter called San Ysidro School District) and Wilda Storm, (hereinafter called Independent Contractor).

San Ysidro School District and Independent Contractor agree:

1. SERVICE TO BE RENDERED BY THE INDEPENDENT CONTRACTOR:

Teacher Training in: **Write Up A Storm!® - Close Reading & Text Dependent Writing**

Location of Service: La Mirada Elementary School
222 Avenida De La Madrid
San Ysidro, CA 92173

2. PERIOD COVERED BY THIS AGREEMENT:

Date: Two (2) days: April 19 and April 26, 2022

3. FINANCIAL ARRANGEMENTS: 2 (Two) Total Days @ $2,500 per day per consultant
(Not to Exceed $5,000)

- Required teacher manuals / materials to be purchased separately through DoveTail House Publishing.
- SYSD will be invoiced monthly for service rendered during a said month. Invoices are due within 30-60 days upon receipt.
- Any invoices past due after 60 days may be subject to a delinquency fee.

3. San Ysidro School District / La Mirada Elementary School understands and agrees that all of the Storm Educational Enterprises, Inc. *WRITE UP A STORM!®©* books, manuals, materials such as training packets, curriculum maps/planning guides, power points, coaching observation tools, and/or strategies both paper and electronic on-line (digital), are Trademarked and copyrighted. Copying, adapting, or duplication of the books, manuals, materials, and strategies without prior written permission from Independent Contractor, Wilda Storm, would constitute copyright infringement and infringement upon intellectual properties. Reproduction of the above mentioned materials for an entire school system, presentation, or distribution to other entities outside of **La Mirada Elementary School** is strictly forbidden. All rights reserved. No part of the aforementioned material protected by this copyright may be reproduced in any form by any means, electronic or mechanical (digital), including photocopying, recording, or by any electronic information storage and retrieval system such as district intranet or storage platforms. Uploaded materials may be subject to a per-student user's and licensing fee upon the discretion of the Independent Contractor, Wilda Storm.

Wilda Storm
Contractor – Wilda Storm
P.O. Box 501995
San Diego, CA 92150-1995

March 15, 2022
Date

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:
Accept donations valued at $1,860.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

DONATIONS $1,860.00	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

BOARD MEETING: April 14, 2022		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
MobyMax	OVH	N/A	$1,860.00	12-Tablets and 12-MobyMax Subscriptions

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2021-22

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 January 1, 2022 to March 31, 2022, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	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 third quarter from January 1, 2022 to March 31, 2022 of the 2021-22 school year for submission to the San Diego County Office of Education.

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? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

N/A (Amount)

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: MASTER AGREEMENT WITH PBK FOR ARCHITECTURAL AND ENGINEERING SERVICES

BACKGROUND INFORMATION:
The Governing Board approved the 2021 Long Range Master Facilities Plan and an Implementation Plan that provides the district with information regarding current and future needs for student housing, quality of the existing facilities, and facilities renovation and expansion requirements to support the district's educational and programmatic goals. The District is preparing to move forward with the Implementation Plan for Increment One and Two.

On March 10, 2022, the Governing Board approved to award RFQ No. 21/22-004 for Architectural and Engineering Services to two architecture firms, one being PBK. The Master Agreement was agreed upon with input and review of both parties and the District's legal counsel (BBK).

RECOMMENDATION:
Approve the Master Agreement with PBK to provide Architectural and Engineering Services related to work associated with various District projects outlined in the 2021 Long Range Master Facilities Plan and other special projects.

LCAP GOAL AND ACTION/SERVICE:

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-22 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

TBD	Various including G.O. Bonds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

1. **Parties and Date**

This Master Agreement for Architectural Services ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the **SAN YSIDRO SCHOOL DISTRICT**, a public school district organized under the laws of the State of California with its principal place of business at **4350 Otay Mesa Road, San Ysidro, California 92173** ("District") and **PBK 12520 High Bluff Drive, Suite 250, San Diego, CA 92130**, ("Architect"). The District and Architect are sometimes referred to individually as "Party" and collectively as "Parties" in this Agreement.

2. **Recitals**

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

2.2 The District intends to construct multiple school facilities within the District pursuant to its District-Wide Bond Program, which will be completed in one or more phases/components (collectively, the "Project").

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

2.4 This Agreement is intended to act as a "Master Agreement" for the Project and does not entitle the Architect to any specific assignment for any phase/component of the Project or to any specific compensation until such time as an mutually agreed upon written Amendment is entered into between the Parties to specifically assign Architect one or more individual components of the Project. A sample of said Amendment is attached hereto as **Exhibit "A"** and incorporated herein by reference. The mutually agreed upon Amendment shall set forth the scope of services, schedule, and compensation for any such assigned component of the Project. Except as specifically provided in the Amendment, all other terms and conditions of this Agreement remain in full force and effect for the provision of all services.

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

2.6 The District desires to engageArchitect to render the services for the Project as provided hereunder.

3. **Terms**

3.1 **Employment of Architect**. Architect promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as the "Services"). The Services are more particularly described throughout this Agreement, including **Exhibit "B"** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any subsequent Amendments hereto, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel**. Architect shall name a specific individual to act as the Project Architect, subject to the approval of the District. Architect hereby designates Jose Videla, Managing Principal, CA License No. C-37305 to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with the District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that the District and Architect cannot agree as to the substitution of a new Project Architect, the District shall be entitled to terminate this Agreement without any further liability to Architect.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers, and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers, or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that the District and Architect cannot agree as to the substitution of key personnel, engineers, or consultants, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers, or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Architect at the request of the District. The key additional personnel, engineers, and consultants for performance of this Agreement are as follows: Chuck Forte, Senior Project Manager; James Mason, Project Manager; Madeline Delaney, Job Captain; Jim DiCamillo, Project Executive **.**

3.3 **Hiring of Consultants and Personnel**.

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

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

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

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

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

3.4 **Standard of Care; Performance of Employees**.

3.4.1 **Standard of Care**. Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to the District for any damages to the District and delays to the Project as specified in the indemnification provision of this Agreement to the extent caused by Architect. Architect represents and maintains that it is skilled

in the professional calling necessary to perform the Services. Architect warrants that all of its employees, architects, engineers, experts, and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts, and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by Architect's failure to comply with the standard of care provided for herein.

3.4.2 **Performance of Employees**. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by Architect and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 **Laws and Regulations**.

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

3.5.2 **Drawings and Specifications**. Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in **Exhibit "B"** attached hereto and incorporated herein by reference. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental

bodies with approval jurisdiction over the Project, in accordance with the Services described in **Exhibit "B"** attached hereto and incorporated herein by reference. For the preparation of all such drawings and specifications, Architect shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to Architect and the District.

3.5.3 **Americans with Disabilities Act**. Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform the District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the District with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect brings such inconsistencies and conflicting interpretations to the attention of the District and requests the District's direction on how to proceed, Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that Architect brings such inconsistencies and conflicting interpretations to the attention of the District, seeks direction from the District and requests the District's direction on how to proceed, with respect to any inconsistent and/or conflicting interpretation, Architect shall be responsible to the District pursuant to the indemnification provision of this Agreement. The District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that Architect cannot warrant or guarantee that its interpretation will be correct and will be entitled to proceed in accordance with the District's direction. Architect shall at all times adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

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

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

taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 **Schedule of Services**.

3.7.1 **Timely Performance Standard**. Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project as may be further defined in the Amendment(s) hereto. Architect agrees to coordinate with the District's staff, contractors, and consultants in the performance of the Services, and shall be available to the District's staff, contractors, and consultants at all reasonable times.

3.7.2 **Performance Schedule**. Architect shall prepare an estimated timeline for the performance of the Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for the District's review and approval of submissions, and for approvals of authorities having jurisdiction over the Project approval and funding. If the District and Architect cannot mutually agree on a performance schedule, the District shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of the District. If Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which Architect will be responsible pursuant to the indemnification provision of this Agreement.

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

3.7.4 **Request for Excusable Delay Credit**. Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. The District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the

delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 **Architect Services**. Architect shall fully and adequately complete the Services described in this Agreement and in **Exhibit "B"** attached hereto and incorporated herein by reference as well as any specific requirements set forth in the Amendment(s) hereto.

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

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

3.10.1 **Data and Information**. As set forth in Section 2.4 above, this Agreement does not entitle the Architect to any specific compensation until such time as an Amendment hereto is entered into between the Parties. The District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide Architect with a preliminary construction budget for any applicable component of the Project (the "District's Preliminary Construction Budget").

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

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

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

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

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

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

3.10.8 **District's Representative**. Designate a person to act as its representative for the performance of this Agreement (the "District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and the District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by **Exhibit "B"** attached hereto and incorporated herein by reference. The District may designate new and/or different individuals to act as the District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as

to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

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

3.11 **Compensation**.

3.11.1 **Architect's Compensation for Basic Services**. As set forth in Section 2.4 above, this Agreement does not entitle the Architect to any specific compensation until such time as an Amendment hereto is entered into between the Parties in order to specifically assign Architect one or more individual components of the Project. The Architect's compensation for any such component shall be clearly established in the applicable Amendment(s) upon mutual written agreement.

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

3.11.3 **Reimbursable Expenses**. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by the District, which approval may be evidenced by inclusion in **Exhibit "C"** attached hereto and incorporated herein by reference. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $0; and (5) other costs, fees and expenses in excess of $0.

3.11.4 **Payment to Architect**. Consistent with the terms of an Amendment executed by the Parties regarding compensation, Architect's compensation and reimbursable expenses shall be paid by the District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the schedule agreed to by the Parties in a subsequent Amendment hereto. In order to receive payment, Architect shall present to the District an itemized statement which indicates the Services performed, percentage of the Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of the Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule agreed to by the Parties in a subsequent Amendment hereto. The District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for the Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to the District an itemized statement which indicates the Additional Services performed, percentage of the Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of the Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

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

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

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

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

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

3.12 **Notice to Proceed**. As described in Section 2.4 above, Architect shall not proceed with performance of any of the Services under this Agreement unless and until the Parties execute an Amendment for a specific component of the Project and the District provides a written notice to proceed.

3.13 **Termination, Suspension and Abandonment**.

3.13.1 **District's Termination for Convenience**. The District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment, or termination. In the event of such suspension, abandonment, or termination, Architect shall be paid for the Services and reimbursable expenses rendered up to

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

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

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

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

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

3.14 **Ownership and Use of Documents; Confidentiality**.

3.14.1 **Ownership**. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to the District copies of all Project Documents required by the District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents.

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

(A) The construction of all or part of this Project;

(B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(C) The construction of another project by or on behalf of the District for its ownership and use;

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

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

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

3.14.3 **License**. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

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

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

3.15 **Indemnification**. To the fullest extent permitted by law, Architect 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 Architect, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Architect, the District, its officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Architect's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but shall not otherwise be reduced. If Architect's obligations to defend, indemnify, and/or hold harmless arise out of Architect's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Architect obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Architect's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Architect's proportionate percentage of fault.

3.16 **Insurance**.

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

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

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

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

3.16.3 **Professional Liability**. Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

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

(A) **General Liability**. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of Architect's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

3.16.6 **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

3.16.8 **Verification of Coverage**. Architect shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

3.18 **Standardized Manufactured Items**. Architect shall cooperate and consult with the District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing

materials and floor coverings. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with building design.

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

3.20 **Mediation**. Disputes arising from this Agreement and any subsequent Amendments may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties. The Parties agree to first negotiate in good faith toward a resolution with participation by representatives of both Parties holding sufficient authority to resolve the dispute.

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:	**ARCHITECT:**
San Ysidro School District	**PBK**
4350 Otay Mesa Road	12520 High Bluff Drive, Suite 250
San Ysidro, CA 92173	San Diego, CA 92130
Attn: Business Services	Attn.: Jose Videla

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 RESERVE

3.33 **Time of Essence**. Time is of the essence for each and every provision of this Agreement.

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

3.35 **Prohibited Interests**.

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

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

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

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

3.38 **Fingerprinting Requirements**. Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, Architect and

its consultants must provide for the completion of the certification form attached hereto as **Exhibit "D"** and incorporated herein by reference prior to any of Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

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

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

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

SAN YSIDRO SCHOOL DISTRICT

By: _____ Date: _____
Name: Marilyn Adrianzen
Title: Chief Business Official

Attest: _____
[INSERT TITLE]

PBK

By: _____ Date: _____
Name: Jose Videla
Title: Principal, Architect

Attest: _____
[INSERT TITLE]

EXHIBIT "A"

SAMPLE AMENDMENT

FIRST AMENDMENT TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this _____ day of _____, 20___, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **PBK** (hereinafter referred to as "Architect").

RECITALS

WHEREAS, on or about _____, 20___, the District and Architect entered into a Master Agreement For Architectural Services (the "Agreement") with Architect for provision of architectural services on the District-Wide Bond Program (collectively, the "Project"), with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project; and

WHEREAS, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project: _____; and

WHEREAS, the Agreement permits the District and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

WHEREAS, the District and Architect now desire to amend the Agreement to explicitly memorialize the mutually agreed upon scope of work and fee for Architect to provide design services for the component(s) of the Project identified above.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. Amendment Terms.

The Agreement is hereby amended as follows:

A. Scope of Project Component Assigned. The Parties have agreed that the scope of work for the design services for the assigned component(s) of the Project shall be as described in **Exhibit "A"** to this Amendment. Except as expressly detailed and/or set forth in **Exhibit "A,"** all such design services shall at all times be fully compliant with all terms and

conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.

B. Compensation. The Architect's compensation for the work set forth in this Amendment shall be a flat not-to-exceed fee of _____ Dollars ($_____).

C. This First Amendment shall only be effective upon the execution by both the District and Architect.

D. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

SAN YSIDRO SCHOOL DISTRICT	**PBK**
By:_____	By:_____
Name: Marilyn Adrianzen	Name: Jose Videla
Title: Chief Business Official	Title: Principal, Architect

Board approved: _____

EXHIBIT "B"

ARCHITECT'S SCOPE OF SERVICES

1. **GENERAL REQUIREMENTS**.

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

1.2 **Exclusions from Basic Services**. The following services shall be excluded from the basic services listed above: Detailed quantity/trade cost estimates,

1.3 **Additional Services**. None except as set forth in an Amendment executed by the Parties to specifically assign Architect one or more components of the Project.

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in **Exhibit "C".**

A. Supervision of repair of damage to the Project not resulting from fault of the Architect.

B. The selection by Architect, at the District's request, of movable furniture, equipment, or articles which are not included in the construction contract.

C. The preparation of measured drawings of pre-existing structures as authorized by the District.

D. The additional services caused by the delinquency or insolvency of the contractor.

E. If directed or requested by the District, the employment of special consultants, the preparation of special delineation of models, and overtime work by the Architect's employees, except as otherwise required by this contract.

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

1.4 **Cooperation and Communication with District**. Architect shall cooperate and participate in consultations and conferences with the District, the District's consultants, authorized representatives of the District, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and

construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

1.5 **Coordination and Cooperation with Construction Manager**. The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that Architect will be fully aware of the duties and responsibilities of the construction manager. Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. Architect shall request clarification from the District in writing if Architect should have any questions regarding the authority of the construction manager.

1.6 **Estimates.** In conjunction with the other duties described herein, Architect shall continuously monitor construction costs and provide detailed estimates at the completion of the initial planning phase, schematic plan phase, the design development phase, and any time during the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate. These estimates should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion.

2. INITIAL PLANNING PHASE.

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

2.1 **Educational Programming**. Assist the District in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility**. Provide advice and assistance to the District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

2.3 **Meeting Budget and Project Goals**. Architect shall notify the District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of Architect to suggest alternatives to the District which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes in

the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 **Permits, Approvals and Authorizations**. As indicated in Section 3.5.4, Architect shall assist the District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. **SCHEMATIC PLAN PHASE**.

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

3.1 **Approval and Revisions**. The District shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all the District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.

3.2 **Funding Documents**. If applicable, Architect shall provide a site plan and all other Project-related information necessary and required for an application by the District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.3 **Schematic Plans**. In cooperation with the District, Architect shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of the District into the Schematic Plans. At Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by the District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.4 **Preliminary Project Budget**. Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by the District or, if applicable, by any school

construction funding agency identified by the District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to the District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect perceives site considerations which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to the District immediately. As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.5 **Copies of Schematic Plans and Other Documents**. Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

4. DESIGN DEVELOPMENT PHASE.

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

4.1 **Approval and Revisions**. The District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

4.2 **Design Development Documents**. Once the District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications (the "Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval.

4.3 **Copies of Design Development and Other Documents**. Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department

of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

4.4 **Updated Project Budget**. Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein (the "Architect's Updated Project Budget").

4.5 **Timetable**. Architect shall provide a written timetable for full and adequate completion of the Project to the District.

4.6 **Application for Approvals**. Architect shall assist the District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.7 **Color and Other Aesthetic Issues**. Architect shall provide, for the District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

4.8 **Incorporation of Post-Construction Stormwater Design Standards.** Architect shall incorporate post-construction design standards into the Project as follows:

A. Basic Requirements.

As part of the basic Services provided pursuant to this Agreement, Architect shall include in the design prepared for the Project as appropriate, the post-construction best management practices ("BMPs") necessary to ensure that the District and the contractor(s) comply with the State Water Resources Control Board (State Water Board) stormwater regulations applicable to the Project, including, but not limited to Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004. The Architect shall include all costs associated with incorporating such BMPs into the design of the Project at no additional cost to the District.

B. Incorporation of Design Standards.

In order to ensure such compliance, Architect shall incorporate the following four Design Standards as goals for the design of the Project:

1. Conserve Natural Areas: Conservation of existing natural areas on the Project site to the maximum extent possible.

2. Volume and Flow Control: Incorporation of Structural and/or Treatment BMPs to manage the volume and flow of stormwater runoff from the Project site.

3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the Project site as described in Section C below.

4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that District can ensure that the BMPs and stormwater system are performing as designed.

C. Specific Requirements for BMPs.

The BMPs Architect incorporates as part of the Design Standards described above, shall be designed to minimize pollutants of concern and shall focus on mitigating the impacts caused by impervious surfaces by implementing BMPs that stress: (i) low impact design; (ii) source controls; and treatment controls. BMPs which may be used to comply with the above-described design standards may be found in U.S. EPA's Toolbox of BMPs at:

http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program_id=6. The Regional Water Quality Control Board may also have lists of approved references and resources.

5. **FINAL WORKING DRAWINGS AND SPECIFICATIONS**.

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 **Approval and Revisions**. The District shall review, study, and check the Design Development Documents presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier District direction.

5.2 **Final Working Drawings and Specifications**. Once the District provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work (the "Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and

Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, the District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in the District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. The District shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

5.3 **Form**. The Final Working Drawings and Specifications must be in such form as will enable Architect and the District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable the District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

5.4 **Approval and Revisions**. The District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of the District. The Parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at the District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions or

corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 **Costs of Construction**. It is understood by Architect that should the Final Working Drawings and Specifications be ordered by the District, the District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.6 **Copies of Final Working Drawings and Specifications and Other Documents**. Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

6. CONSTRUCTION CONTRACT DOCUMENTS.

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

6.1 **Bid and Contract Documents**. If so required by the District, Architect shall assist the District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and, if desired by the District, bidding requirements and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of the District and the District's legal counsel.

6.2 **Final Estimate**. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide the District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget and any applicable State Allocation Board cost standards.

7. BID PHASE.

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

7.1 **Reproducible Construction Documents**. Once the District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to the District one set of reproducible Construction Documents.

7.2 **Distribution of Contract Documents and Review of Bids**. Architect shall assist the District in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project. The District will reimburse Architect for the cost of reproducing bid sets, addenda and related delivery charges.

7.3 **Over-budget**. If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than five percent (5%), the District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Architect's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Architect's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the District.

8. **CONSTRUCTION PHASE**.

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

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

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

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

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

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

8.6 **Coordination of Architect's Consultants**. Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or the District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

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

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

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

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

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

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

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

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

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

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

8.17 **Applications for Payment**. Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that Architect has: (1) made exhaustive or continuous on-site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

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

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

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

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

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

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

9. **RECORD DRAWINGS**.

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

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

9.2 **Approval**. Once the District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to the District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and

Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 **Documents for Final Payment**. Prior to the receipt of Architect's final payment, Architect shall forward to the District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; and (5) Architect's Certificate of Completion.

10. **WARRANTY PERIOD**.

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

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

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. **Hourly Compensation Rates**.

	HOURLY RATES
Principal	$235
Regional Vice President	N/A
Educational Services	$230
Senior Project Manager	$205
Senior Healthcare Planner	N/A
Director of Design	$215
Cost Estimator	$210
Project Manager	$185
Senior Construction Administrator	$210
Senior Designer	$200
Interior Design Director	$185
Designer	$135
Graphics	$110
Project Leader	$150
Technical Services/QA Plan Reviewer/Spec Writer	$185
Labor Compliance	N/A
Interior Senior Designer	$185
Job Captain	$150
Senior Drafter	$115
Intermediate Drafter	$110
Junior Designer	$90
Educational Services Support	N/A
Computer Services	N/A
Interior Design/Project Coordinator	$130
Drafter	$90
Intern Architect	$90
DSA Coordinator	$110
Construction Administration Support	$175
Contract Administrator	$150
Admin Support	$90

These are the current hourly rates effective **05-20-22** through **05-19-23**. Increases in the above hourly rates shall be made only by an authorized amendment to this Agreement.

2. **Reimbursable Expenses**.

Not to exceed $1,000 for printing, reproduction costs, and other miscellaneous beyond what is stipulated in this agreement. No other reimbursable expenses shall be incurred and submitted without prior approval from the District.

3. **Additional Services**.

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

4. **Additional Consultants**.

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus five percent (**5%**). District shall have the authority to review and approve the rates of any such consultants.

EXHIBIT "D"

CONTRACTOR FINGERPRINTING REQUIREMENTS

Architect Certification

With respect to the Agreement dated _____ 20__ by and between the **San Ysidro School District** ("District") and **PBK** ("Architect") for the provision of architectural services, Architect hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____

Contractor's Representative Date

Architect Exemption

Pursuant to Education Code section 45122.1, the **San Ysidro School District** ("District") has determined that **PBK** ("Architect") is exempt from the criminal background check certification requirements for the service Agreement dated _____ by and between the District and Architect ("Agreement") because:

□ The Architect's employees will have limited contact with District students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

_____ _____

District Official Date

Architect's Consultant Certification

The **San Ysidro School District** ("District") entered into an agreement for architectural services with **PBK** ("Architect") on or about ____ _____ ("Agreement"). This certification is submitted by _____, a consultant to the Architect for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____

Consultant's Representative Date

Architect's Consultant Exemption

The **San Ysidro School District** ("District") entered into an agreement for architectural services with **PBK** ("Architect") on or about ____ _____ ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Architect for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

□ The Consultant's employees will have limited contact with District students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

_____ _____

District Official Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: MASTER SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH B.R. BUILDING RESOURCES COMPANY FOR THE CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES

BACKGROUND INFORMATION:
A Request for Qualifications (RFQ #21-22-003 CalSHAPE Grant Application and Energy Program Implementation Services) was published in the Daily Transcript on November 17 & 24, 2021. Four qualified companies responded to the RFQ. After careful review of the qualifications and interviewing of each of the respondents, the district selected B.R. Building Resources Company to submit the grant applications for the CalSHAPE Grant Program, identify energy programs that will not intrude on the General fund and provide Energy Program Implementation Services.

The Governing Board approved a Letter of Intent on January 27, 2022 for the preparation and submittal of the CalSHAPE Grant Applications. The District was awarded two grant awards from the California Energy Commission, California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program totaling $771,744.75 which will allow for corrections to the following District schools that qualified: Sunset, La Mirada, Smythe, Willow and San Ysidro Middle School.

The Master Service Agreement (MSA) for the Energy Program Implementation Services is now being submitted for the implementation services. Task Order No. 1 is related to Grant Award No. 21R1VA0908 in the amount of $464,742.00 for projects at Willow, Sunset, La Mirada, Smythe and San Ysidro Middle School. A separate Task Order will be submitted in the near future for the second grant award. The MSA and Task Order Forms have been reviewed and approved by the District's legal counsel (BBK).

RECOMMENDATION:
Approve the Master Service Agreement and Task Order No. 1 with B.R. Building Resources to provide energy program implementation services as indicated in the CalSHAPE Grant Award Agreements.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TASK ORDER NO. 1

$464,742.00	CalSHAPE Grant & other funding resources
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into _____, 2022 (the "Effective Date"), by and between:

San Ysidro School District ("SYSD") Owner
4350 Otay Mesa Road
San Ysidro, CA 92173

and

B.R. Building Resources Company ("Building Resources")
2247 Lindsay Way
Glendora, California 91740

San Ysidro School District and B.R. Building Resources Company are sometimes referred to herein, individually, as a "Party", and, collectively, as the "Parties".

RECITALS

A. San Ysidro School District is a California school district under the laws of the State of California, and owns and operates certain Buildings, improvements and/or other facilities with respect to which District desires to improve energy efficiency, achieve energy conservation & projects pertaining to COVID relief efforts.

B. B.R. Building Resources Company, is a design build energy services licensed contractor in California engaged in and has experience and technical capabilities in providing energy efficiency services, including the design, engineering, installation and monitoring of systems and equipment to improve the energy efficiency of and achieve energy conservation at buildings and other facilities.

C. Government Code sections 4217.10, et seq., authorize the District, as a public agency, to enter into an energy services contract wherein the contractor provides conservation services to the District from an energy conservation facility on terms that its governing body determines are in the best interest of the District.

D. Pursuant to Government Code section 4217.11(d), "conservation services" include electrical, thermal, or other energy savings resulting from conservation measures.

E. Proclamation of the State for expedited procurement for the CDC control & prevention efforts of COVID 19.

F. Through this Agreement, the District intends to contract for the engineering, system design, fabrication, and installation of work that will result in energy savings & COVID relief to the District at the sites as set forth in Attachments (the "Project Sites" or "Sites", and each

individually a “Site”), consistent with the terms of Government Code section 4217.10, et seq.

ARTICLES I to X
EXHIBITS A - E
SCHEDULE I

(Next pages)

ARTICLE I
SCOPE AND PRELIMINARY MATTERS

1.1 **Scope of Agreement**. During the Term of this Agreement (as hereinafter defined), Building Resources agrees to provide Owner with services (all such services, the "Services") and work product to be created. developed, supplied, constructed and/or installed (all such work product, the "Deliverables", and the Deliverables and Services collectively, the "Work"), to achieve energy efficiencies and conservation with respect to various Buildings and other improvements and facilities of Owner described on the attached Schedule 1 (the "Facilities"). All Work will be performed pursuant to separate written task orders (each, a "Task Order"), and the particular Facilities as to which the Work is performed pursuant to a Task Order are referred to herein as a "Project".

1.2 **Task Orders**. Until a Task Order is executed, Building Resources shall not perform any Work, and, upon execution of a Task Order. Building Resources shall only perform that Work specified in such Task Order. This Agreement does not obligate either Owner or Building Resources to enter into any particular Task Order.

1.2.1 At any time during the term, Owner may request Building Resources to prepare a Task Order. Upon receipt of such request, Building Resources shall-prepare a draft Task Order for Owner's review and/or revision. The draft Task Order shall specify all parameters of performance of the Work, including a detailed description of the Services and the Deliverables, the time for performance and Work schedule, with any interim milestones, and the pricing and cost specifications; it shall also include all supporting data reasonably necessary for Owner to fully evaluate the Work of the Task Order. All Task Orders shall be substantially in the form attached hereto as **Exhibit B**.

1.2.2 The Parties shall meet with authorized and knowledgeable representatives as often as necessary for Building Resources to prepare the final Task Order, and Owner shall give Building Resources full access to the Facilities and to all documents and materials of Owner (or subject to its control) relating to the Project as are necessary for Building Resources to evaluate the proposed Project and to formulate the Work of the Task Order.

1.2.3 Owner's making a request to Building Resources for a Task Order shall not obligate Owner thereafter to execute any such Task Order.

1.2.4 Building Resources shall perform no Work pursuant to a Task Order until the same is fully executed by both Parties.

1.3 **Contract Documents**. The following documents (the "Contract Documents") constitute the entire agreement between the Parties concerning the subject matter hereof:

a) this Agreement:

b) all Schedules and Exhibits to this Agreement; and
c) any Task Order, including all schedules and exhibits attached to and all other documents incorporated into a Task Order.

In the event of a conflict among the terms of separate documents, unless otherwise specified in a Task Order, the terms of any Task Order shall control over the terms of this Agreement and all Schedules and Exhibits. In the event of a conflict between the District's Standard Construction General Conditions, attached as **Exhibit A**, the terms of **Exhibit A** shall govern.

1.4 **Term**. The term of this Agreement (the "Term") shall be for a period of two (2) years commencing on the Effective Date, and thereafter shall automatically renew up to three (3) successive one (1) year periods, unless: i) either Party elects not to renew the Term by serving written notice thereof upon the other Party at least ninety (90) days prior to the expiration of the Term then in effect, or ii) this Agreement is sooner terminated in -accordance with the provisions of Article VII hereof. Notwithstanding the foregoing, a Task Order may only be terminated in accordance with its terms, and this Agreement shall not be deemed terminated with respect to any open Task Orders until such time as the performance of all such Task Orders is completed or such Task Orders are sooner terminated.

ARTICLE II
PERFORMANCE OF THE WORK

2.1 **Standards of Performance**. Building Resources represents that its performance of all Work will conform to the standards and practices of a professional engaged in the performance of services of a like nature and complexity. Unless otherwise provided in the Contract Documents, Building Resources shall provide all labor, materials, supplies, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work. Building Resources shall be solely responsible for the means, methods, techniques, sequences, and procedures concerning the Work. In addition, Building Resources shall be responsible for the professional and technical accuracy of all Work performed, whether by its own forces or by its subcontractors, consultants, and all others on its behalf. All Work shall be performed pursuant to the terms of the District's Standard Construction General Conditions, attached hereto as **Exhibit A**.

2.2.1 In the performance of the Work, Building Resources shall, and shall require all of its contractors, subcontractors, consultants, and all subcontractors under them to, as applicable, comply with the requirements of all applicable statutes and regulations. Without limiting the Foregoing, Building Resources shall otherwise give all notices and comply with all laws and ordinances legally enacted at the date of execution of the applicable Task Order that govern the proper performance of the Work.

2.2.2 Building Resources shall enforce strict discipline and good order among Building Resources employees and other persons carrying out the Work. Building Resources shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Building Resources shall deliver, handle, store and install materials and equipment in accordance with manufacturers' instructions.

2.2.3 Building Resources shall endeavor to avoid injury, loss or damage to persons or property by taking reasonable steps to protect: a) its employees and other persons at the worksite. and b) materials, supplies and equipment stored at the worksite for use in performance of the Work. Building Resources shall also oversee the safety precautions and programs of its subcontractors and suppliers at the worksite.

2.2.4 Building Resources is responsible for general broom cleaning, and shall, to the fullest extent practicable, always keep the worksite/Facilities clean and free of debris, rubbish and dust. At the completion of the Work. Building Resources shall remove from the worksite all construction equipment, tools, surplus materials, waste materials and debris.

2.3 **Decision and Construction Documents**. Unless otherwise expressly stated in the Task Order, drawings. specifications, and other documents, including those in electronic form, furnished or utilized by Building Resources are instruments of service (the "Instruments of Service") and are not Deliverables. Building Resources shall retain all common law, statutory and other reserved rights, including copyrights in the Instruments of Service. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the Project.

2.3.1 Building Resources grants to Owner a non-exclusive license to reproduce and use the Instruments of Service solely in connection with the Project, if Owner shall comply with all obligations, including prompt payment of sums when due. Owner shall not assign or transfer any license herein to another party without prior written agreement of Building Resources. Any unauthorized reproduction or use of the instruments of Service by Owner or others shall be at Owner's sole risk and expense without liability to Building Resources, and its design professionals. Termination of this Agreement due to the default or Owner shall terminate this license. If this Agreement is terminated for any reason other than the default of Owner, Owner shall have a non-exclusive license to use the instruments of Service for the completion, use and maintenance of the Project. Submission or distribution of Building Resources documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved here.

2.3.2 Building Resources shall pay all royalties and license fees that may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by

Building Resources and incorporated in the Work. Building Resources shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Building Resources harmless from all suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by Owner.

2.3.3 Building Resources shall prepare and submit to Owner final marked up as-built drawings to the extent and as set forth in the applicable Task Order.

2.4 **Warranties**.

2.4.1 Building Resources warrants that, as applicable, all Deliverables will be new unless otherwise specified, of good quality, in conformance with the specifications contained in the Task Order and all documents associated therewith, and free from defective workmanship and materials. Warranties with respect to the Work, or applicable portion of the Work, as the case may be, shall commence on the dale of Substantial Completion thereof (as hereinafter defined). Building Resources agrees to correct all Work that is defective in workmanship within a period of one (1) year from the date of Substantial Completion, or such longer periods of time as may be set forth with respect to specific warranties required hereunder.

2.4.2 Building Resources shall collect, deliver, and, to the extent permissible, assign all manufacturers' warranties and equipment manuals to Owner. There are no warranties that extend beyond the description on the face of any such warranty.

2.5 Hazardous Material.

2.5.1 "Hazardous Material" is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up. Building Resources shall not be obligated to commence or continue the Work until all Hazardous Material discovered at the Project site have been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory approved by the appropriate government agency.

2.5.2 If after the commencement of the Work, Hazardous Material is discovered at the Project site, Building Resources shall be entitled to immediately stop Work in the affected area. Building Resources shall report the condition to Owner and, if required, the government agency with jurisdiction. Owner shall be responsible for retaining any independent testing laboratory to determine the nature of the materials encountered and

whether it is Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effects upon the Work. Building Resources shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

2.5.3 Building Resources shall not be required to perform any Services relating to or in the area of Hazardous Material without written mutual agreement.

2.5.4 If Building Resources incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Building Resources shall be entitled to an equitable adjustment in compensation and/or the Work Schedule.

2.5.5 To the extent not caused by the negligent acts or omissions of Building Resources, or its subcontractors or suppliers, and their agents, officers, and employees of each of them, Owner shall defend, indemnify and hold harmless Building Resources, its subcontractors, suppliers, and their agents, officers and employees, from and against any and all claims, damages, penalties, losses, expenses, and other liabilities, including attorney's fees, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

2.5.6 During the performance of the Work, Building Resources shall be responsible for the proper handling of all materials brought by it to the worksite. On and after the commencement of the Work, Owner shall be responsible under this provision for materials and substances brought to the site by Building Resources if such materials or substances are required by the Contract Documents.

2.6 Substantial Completion/Final Completion.

2.6.1 "Substantial Completion" means that stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Work schedule established under the applicable Task Order, so that Owner can occupy or utilize the Work or designated portion thereof for its intended use. Upon Substantial Completion, the Parties shall execute a Certificate of Substantial Completion fixing the date of Substantial Completion and listing all unfinished items of Work, in substantially the form attached hereto or a form provided by the Owner as **Exhibit C**.

2.6.2 "Final Completion" means the point when all of the Work is fully and finally complete in accordance with the requirements of the applicable Task Order.

ARTICLE III
OWNER'S RESPONSIBILITIES

3.1 **Lawful Authority**. Owner represents and warrants to Building Resources that: (i) it is the sole lawful owner of the Facilities or that it has the full authority and right to make the improvements to the Facilities as contemplated by and provided for in this Agreement and the Contract Documents; and (ii) it shall defend; indemnify, and hold Building Resources harmless on account of any liabilities incurred by Building Resources resulting from a breach of these representations and warranties.

3.2 **Information and Services Provided by Owner.** Owner shall provide full information in a timely manner regarding requirements for the Work in accordance with the requirements of the Task Order.

3.3 **Authorized Representative**. For the Work pursuant to each Task Order, Owner shall designate one or more individuals who shall be its authorized representative(s) with regard to such Work. Such authorized representative(s) shall be the only person(s) to whom Building Resources shall look for instructions, orders and/or directions in connection with such Work, except in the event of an emergency. Owner's representative(s) shall be fully acquainted with the Work, will render decisions promptly so as not to delay the Work, and shall have authority to bind Owner.

3.4 **Communications**. Owner will establish and implement procedures for expediting and processing submittals, transmittals and written approvals relating to the Work of each task Order. Unless otherwise specified in the Contract Documents, and except in the event of an emergency, communications by and with Building Resources other subcontractors and suppliers shall only be through Building Resources.

3.5 **Reviews and Inspections**. Owner shall review the Work, timely notify Building Resources of any errors or inconsistencies in any of the Contract Documents, or of any error or detect in the Work on the part of Building Resources, and generally shall render prompt inspections, reviews and approvals as required by the applicable Task Order.

3.6 **Other Obligations**. Owner shall perform and carry out such other duties as are expressly set forth under other provisions of this Agreement and the applicable Task Order.

ARTICLE IV
COMPENSATION

4.1 **Compensation**. Owner agrees to pay Building Resources such compensation as is set forth in each Task Order. Owner shall pay invoices issued under this Agreement within twenty

(30) days of Building Resources delivery of its application for payment (a "Payment Application"). Payments due and unpaid shall bear interest from the date due at the greater of the legal rate prevailing from time to time at the place where the Work is performed, or one (1%) percent per Month. Unless otherwise specified in the Task Order, the period covered by each Payment Application shall be one calendar month ending on the last day of the month.

4.2 **Time and Materials Task Orders.** If the compensation in a Task Order is on a time and materials basis, the Task Order shall set forth, as applicable, hourly, and other rates, allowable costs, reimbursable expenses, and Building Resources fee or mark-up. Such Task Order may also provide for a guaranteed maximum price, including any shared savings provision, which guarantee does not guarantee any specific line item, if any, provided as part of or in Connection with the guaranteed maximum price, but agrees that it will be responsible for paying all costs of completing the Work that exceed the guarantee maximum price, as may be adjusted by written and approved change. order. Payment Applications shall itemize all costs and reimbursable expenses.

4.3 **Fixed Price Task Orders.** If the compensation in a Task Order is on a fixed price basis, the Task Order shall also specify such fixed price, and, as applicable, unit prices, allowances and alternates. Payment Applications shall be based upon the percentage of completion of the Work in accordance with a schedule of values, or a schedule of milestone payments, set forth in the Task Order.

ARTICLE V
CHANGES

5.1 **Change Orders**. Changes in the Work, and/or particular Services or Deliverables, that are within the general scope of the applicable Task Order, and that are not minor changes as described in Section 6.2, may be accomplished without invalidating this Agreement or the Task Order by a "Change Order". Building Resources may request, or Owner may order changes in the Work within the genet' al. scope of the Task Order, with an appropriate adjustment in compensation and' or the Work schedule to be negotiated by the Parties in good faith. Acceptance of the Change Order and any adjustment in compensation or the Work schedule shall not he unreasonably withheld by either Party.

5.2 **Minor Changes**. Building Resources may make, and Owner may order, Minor changes in the Deliverables and/or the Work consistent with the intent or this Agreement that do not involve an adjustment in compensation or the Work schedule. Such changes shall not be deemed "minor" if they materially or adversely affect the Work, the quality of the Deliverables, or the performance of the Services.

5.3 **Determination of Cost**. Where compensation is based upon a fixed price, an increase or decrease in the compensation resulting from a change in the scope of the Work and/or particular

Services or Deliverables shall be determined by one or more of the following methods, to the extent applicable:

5.3.1 Unit prices set forth in the Task Order or as subsequently agreed:

5.3.2 a mutually accepted, itemized lump sum; or

5.3.3 if an increase or decrease cannot be agreed upon as set forth in Section 5.1, the adjustment in the 'compensation shall be determined by the reasonable expense and savings of the performance of the Work resulting from the change.

5.4 **Unknown Conditions**. If in the performance of the Work, Building Resources encounters: (i) an emergency affecting the safety of persons or property, or (ii) latent, concealed or other conditions that materially differ from the conditions Building Resources reasonably anticipated, or (iii) physical conditions that are different from those normally encountered and generally recognized as inherent in the kind of work provided for in the Task Order, or (iv) Hazardous Material, then the compensation, if based upon a fixed price, and/or the Work schedule shall be equitably adjusted by a Change Order within a reasonable time after the conditions are first observed. Building Resources shall provide Owner with written notice within a reasonable time.

5.5 **Changes in Law**. In the event any changes in laws or regulations affecting the performance of the Work, or the Services or Deliverables are enacted after the date of this Agreement, the compensation, if based upon a fixed price, and/or the Work schedule shall be equitably adjusted by Change Order.

5.6 **Delay**. If Building Resources is delayed in the commencement or completion of the Work, Services or Deliverables by causes beyond its control and without its fault or negligence, which causes include but not limited to fire, flood, theft, vandalism, labor disputes, abnormal adverse weather conditions, acts of God, acts of the public enemy, riot, war, unavailability of equipment or supplies, or supply chain delays caused by any of the foregoing, or any delays attributable to the actions or inactions of Owner or others subject to Owner's control, then Building Resources shall provide written notice to the Owner of the existence, extent of, and reason for such delays, and an equitable adjustment in the Work schedule and/or compensation (if it is based upon a fixed price), shall be made.

ARTICLE VI
INDEMNITY/INSURANCE/AND WAIVERS/BONDING

6.1 Not Used

6.2 Owner's Insurance.

6.2.1 Owner shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including, without limitation, loss of use and claims, losses, and expenses arising out of Building Resources errors and omissions.

6.2.2 As applicable with respect to the Work, and except to the extent modified in an applicable Task Order, Owner shall obtain and maintain Builder's Risk property insurance upon the entire Project, including all existing structures in which any of the Work is to be performed, as well as all Facilities that are fully or partially owned or occupied by Owner or its affiliates, for the full cost of replacement at the time of any loss. This insurance shall include as insureds Owner, Building Resources, and all subcontractors and suppliers, as their interests may appear. This insurance shall insure against loss from the perils of fire and extended coverage and shall include "all risk" coverage including at a minimum coverage for theft, vandalism, terrorism, malicious mischief, inland transit, collapse, temporary Buildings, debris removal, flood, earthquake, wind, testing, and damage resulting from defective design, workmanship, or material.

6.2.3 Any insured loss shall be adjusted with Owner, Building Resources is, and any other loss payee, and made payable to Owner as trustee for the insureds, as their interests may appear.

6.3 Bonding. In any Task Order, Owner may require Building Resources to provide performance and/or payment bonds on the forms attached as **Exhibit D** and/or District required certifications attached as **Exhibit E** as a condition to the commencement and performance of the Work. Both such bonds shall be issued by a surety or sureties licensed in the State in which the Project is located, and must be acceptable to Owner, in its reasonable discretion. The cost of such bonds shall be borne by Owner.

ARTICLE VII
TERMINATION/SUSPENSION

7.1 **Termination by Owner for Cause/Owner's Right by Perform**.

7.1.1 **Owner's Performance**. If Building Resources repeatedly and persistently fails to perform any of its obligations under this Agreement or a Task Order, Owner may, after ten (10) days' written notice, during which period Building Resources fails to either perform such obligation or to commence and continue reasonable remedial measures, undertake to perform such obligations. Building Resources compensation shall be reduced by the additional cost to Owner, if any, of performing such obligation.

7.1.2 **Termination**. Upon ten (10) days' written notice to Building Resources, during which period Building Resources fails to either cure or commence and continue reasonable remedial measures, Owner may terminate this Agreement and all Task Orders for any of the following reasons: i) Building Resources persistently utilizes improper materials and/or inadequately skilled workers; ii) Building Resources persistently fails to abide by the orders, regulations, rules, ordinances, or laws of governmental authorities having jurisdiction; iii) Building Resources persistently fails to abide by the directions of Owner in relation to the Project; or iv) Building Resources otherwise materially breaches this Agreement or the terms of a Task Order.

7.1.3 **Payment**. Upon termination by Owner in accordance with Section 7.1.2, Owner may take possession of all Projects and complete Building Resources obligations under all Task Orders using any reasonable means. In this event, Owner shall pay Building Resources for all compensation earned and reimbursable expenses incurred under the applicable Task Order to the date of such termination, less the cost to Owner of any remediation required with respect to the matters resulting in such termination. Owner shall also pay Building Resources fair compensation, either by purchase or rental at the election of Owner, for any equipment acquired by Building Resources in connection with the Project or Projects that is retained by Owner. Owner shall further assume and become liable for obligations, commitments, and unsettled claims that Building Resources has previously undertaken or incurred in good faith on behalf of Owner in connection with the Project(s).

7.1.4 **Bankruptcy**. If Building Resources files a petition under the Bankruptcy Code, this Agreement and all Task Orders then in effect shall terminate if Building Resources or Building Resources trustee rejects this Agreement or, if there has been a default, Building Resources is unable to give adequate assurance that Building Resources will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

7.2 **Termination by Owner Without Cause.** If Owner terminates this Agreement other than pursuant to Section 7.1.2 Building Resources shall be entitled to recover from Owner: i) payment for all compensation earned in accordance with Article IV hereof and all applicable Task Orders; ii) any and all demobilization costs; iii) fair compensation, either by purchase or rental at the election of Owner, for any equipment acquired by Building Resources in connection with the Project or Projects that is retained by Owner; and iv) two (2%) percent of the value of all unperformed Work on any Task Orders then in effect. Owner shall further assume and become liable for obligations, commitments, and unsettled claims that Building Resources has previously undertaken or incurred in good faith on behalf of in connection with all Projects.

7.3 Suspension/Termination by Building Resources.

7.3.1 Suspension. If Owner should fail to pay Building Resources within fourteen (14) days after the time a payment of any amount becomes due under a Task Order, then, in addition to any other remedies, Building Resources may, upon ten (10) days' written notice to Owner, withhold its performance thereunder until payment of the amount owing has been received.

7.3.2 Termination for Cause. Upon ten (10) days' written notice to Owner, Building Resources may, in addition to any other rights or remedies it has, terminate this Agreement and/or the applicable Task Order for any of the following reasons:

7.3.2.1 If the Work under any Task Order has been stopped for a thirty (30) day period by reason of: i) a court order or order of other governmental authorities having jurisdiction; ii) the declaration of a national emergency or other governmental act during which, through no fault of Building Resources, materials are not available: or iii) Owner's failure to pay Building Resources in accordance with this Agreement and/or a Task Order.

7.3.2.2 If the Work is suspended by Owner for a continuous period exceeding sixty (60) days;

7.3.2.3 If Owner materially hinders or delays Building Resources in the performance of the Work; or

7.3.2.4 If Owner otherwise materially breaches this Agreement or the terms of a Task Order.

7.3.3 Payment. Upon termination by Building Resources in accordance with Section 7.3.2. Building Resources shall be entitled to recover from Owner: i) payment for all compensation earned in accordance with Article IV hereof and all applicable Task Orders; ii) any demobilization costs; iii) fair compensation, either by purchase or rental at the election of Owner, for any equipment acquired by Building Resources in connection with the Projects that is retained by Owner; and iv) any other item of damage recoverable pursuant to the terms of any applicable Task Order. Owner shall further assume and become liable for obligations, commitments, and unsettled claims that Building Resources has previously undertaken or incurred in good faith on behalf of Owner in connection with all Projects.

ARTICLE VIII
NOT USED

ARTICLE IX
GENERAL PROVISIONS

9.1 **Notice**. All notices required under this Agreement shall be in writing and shall be given either by: (i) personal delivery; or (ii) a nationally-recognized overnight delivery service that provides proof of delivery addressed to the other Party at such Party's address specified below. Such address may be changed by a Party giving notice thereof in accordance with this provision.

To Owner: San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173
Attn: Business Services

To Building Resources
2247 Lindsay Way
Glendora, California 91740
Atn:

9.2 **Independent Capacity**. The Parties agree that Building Resources is an independent contractor, and that Building Resources and its employees and agents, shall act in an independent capacity in the performance of this Agreement and all Task Orders, and shall not be construed as officers, employees, or agents of Owner. In addition, this Agreement shall not be construed as creating any partnership or joint venture between the Parties.

9.3 **Force Majeure**. If causes beyond a Party's control delay, impair or prevent the performance of any of such Party's obligations hereunder, expressly excepting, however, the payment of money, the time for such performance shall be extended for a reasonable period of time commensurate with the time and nature of the cause. Such causes shall include, but not be limited to: changes ordered in the Work, acts or omissions of the other Party or others beyond the control of the Party whose performance is required, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, general labor disputes impacting the Work, acts of governmental agencies, or unavoidable accidents or circumstances, Hazardous Material or differing site conditions.

9.4 **Further Documents**. The Parties agree to execute and deliver all further documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement. **See Exhibit E.**

9.5 **Governing Law**. This Agreement shall be construed in accordance with and governed by the internal laws of the State in which Owner's principal place of business is located,

without regard to conflicts of laws rules or principles of such State or any other jurisdiction.

9.6 **Severability**. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

9.7 **No Waiver of Performance**. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

9.8 **Interpretation**. The Parties agree that the following shall govern the interpretation of this Agreement and all Task Orders:

9.8.1 Headings and captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

9.8.2 The grouping of the Articles in this Agreement and their various Sections and sub-Sections is solely for the purpose of convenient organization and in no event shall such grouping be construed to limit or alter the meaning of any provisions.

9.8.3 The terms "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular Section, Subsection or Schedule or Exhibit.

9.8.4 The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions hereof.

9.9 **Building Resources Property.** All property used by Building Resources in connection with the Work including equipment, tools, drawings, designs, documentation, schematics, test equipment, software, and associated media is and shall remain the exclusive property of Building Resources. Owner agrees not to use such property for any purpose at any time. Owner agrees to allow Building Resources personnel to retrieve and to remove all such materials remaining after the Work has been completed. Owner acknowledges that any Building Resources software included in the Deliverables is proprietary and will be delivered only after execution of and pursuant to Building Resources standard licensing agreement,

9.10 **Binding Effect**. This Agreement and the Contract Documents shall inure to the benefit of, and be forever binding upon, the Parties and their respective successors, legal representatives and permitted assigns.

9.11 **Assignment**. Neither Building Resources nor Owner shall assign their interest in this Agreement or any Task Order without the written consent of the other Party, except as to the assignment of proceeds. Neither Party shall assign this Agreement or any Task Order without the written consent of the other Party, except that Owner may make such an assignment to an institutional lender providing financing for the Project so long as such assignment is no less favorable to Building Resources than this Agreement or the applicable Task Order.

9.12 **Amendment**. This Agreement may be amended, modified or supplemented only by written agreement signed by the Parties.

9.13 **Survival**. Those provisions of this Agreement that by their nature are intended to survive the termination. cancellation, completion, or expiration of this Agreement or a Task Order, including, but not limited to any indemnities or any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration.

9.14 **Entire Agreement**. This Agreement, including all Contract Documents, constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. Each Party acknowledges that no Party has made any promises, representations, warranties, covenants or understandings other than those expressly set forth herein.

ARTICLE X
ADDITIONAL PROVISIONS

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives and made the same effective as of the date first set forth above.

SAN YSIDRO SCHOOL DISTRICT

By:_____
Name: Marilyn Adrianzen
Title: Chief Business Official

Date: _____

Board approved: _____

BUILDING RESOURCES

By:_____
Name:
Title

Date: _____

SCHEDULE 1

Site	Sq. Ft.
La Mirada Elementary	47,694
Willow School	96,106
Sunset Elementary	90,848
Sunset Child Development Center	6,786
Smythe Elementary	62,263
Preschool / Child Development Center	15,741
Vista Del Mar Middle	60,310
Ocean View Hills Elementary	94,515
San Ysidro Middle	110,666
District Office	25,731
TOTALS	**610,660**

EXHIBIT A

DISTRICT'S STANDARD CONSTRUCTION GENERAL CONDITIONS

ARTICLE 1 -DEFINITIONS

a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the District Representative and/or the District.

b. Act of God is an earthquake of magnitude greater than 3.5 on the Richter scale and/or a tidal wave.

c. Approval means written authorization by District Superintendent and/or Chief Business Official.

d. Architect means the architect employed by District to provide architecture and related services for the Project.

e. Contract Documents includes all documents as stated in the Contract.

f. Day shall mean calendar day unless otherwise specifically designated.

g. District and Contractor are those stated in the Contract. The terms District and Owner may be used interchangeably.

h. District's Inspector or Inspector shall mean one or more inspectors employed by District in accordance with requirements of Title 19, 21 and/or 24 of the California Code of Regulations and assigned to the Work.

i. District Representative shall mean the Superintendent and/or Chief Business Official, or his/her designee, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "District's Representative" or "Representative" in the Contract Documents.

j. Division of the State Architect (DSA) is the state agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project. The Contractor is accordingly familiar with the Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor shall abide by the jurisdiction of DSA and construct the Project in conformance with the approved Plans, Specifications, Addenda, and Contract Change Orders.

k. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the District Representative and/or District.

l. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that

the direction, designation, selection, or similar import of the District Representative and/or District is intended, unless stated otherwise.

m. Install means the complete installation of any item, equipment or material.

n. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

o. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

p. Project is the Work planned by District as provided in the Contract Documents.

q. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.

r. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

s. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work.

t. The Work means the entire improvement planned by the District pursuant to the Contract Documents.

ARTICLE 2 -CONTRACT DOCUMENTS

a. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

b. Interpretations. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the District Representative in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders or Work Change Directives
2. Addenda
3. Special Provisions (or Special Conditions)
4. Technical Specifications
5. Plans (Contract Drawings)
6. Contract
7. General Conditions
8. Greenbook (Except Sections 1-9 which are expressly excluded)
9. Standard Plans
10. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

c. Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.

d. Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3 -CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, one (1) copy of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site, in addition to any other document required by DSA.

ARTICLE 4 -DETAIL DRAWINGS AND INSTRUCTIONS

a. Examination of Contract Documents. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

b. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the District Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

c. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from the District Representative such Approval may be necessary for the proper performance of Work.

d. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the

District Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5 -EXISTENCE OF UTILITIES AT THE WORK SITE

a. The District has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

d. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, District shall assume the responsibility for their timely removal, relocation, or protection.

e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Northern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

ARTICLE 6 -SCHEDULE

a. Estimated Schedule. Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the District Representative for Approval. The receipt or Approval of any schedules by the District Representative or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work

required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the District Representative.

b. Schedule Contents. The schedule shall allow enough time for inclement weather, DSA or other governmental agency review times, lead times, and other review times. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.

c. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the District Representative whenever requested to do so by District Representative and with each progress payment request. The District Representative may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7 -SUBSTITUTIONS

a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.

b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes and articles.

c. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.

d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

e. The Contractor shall bear all of the District’s costs associated with the review of substitution requests.

f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.

g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8 -SHOP DRAWINGS

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District Representative. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall make any corrections required by the District Representative, and file with the District Representative six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. District Representative’s approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called District Representative’s attention to such deviations at time of submission and has secured the District Representative’s written Approval. District Representative’s Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9 -SUBMITTALS

a. Contractor shall furnish to the District Representative for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the District Representative, to the District Representative within a reasonable time period to provide for adequate review and avoid delays in the Work.

c. These requirements shall not authorize any extension of time for performance of this Contract. District Representative will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10 -MATERIALS

a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.

e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

ARTICLE 11 -CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 12 -WORKERS

a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project except with the written Approval of the District.

ARTICLE 13 -FINGERPRINTING REQUIREMENTS

District Determination of Fingerprinting Requirement Application is set forth in the Special Conditions.

a. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving More Than Limited Contact With Students.

If the District determines, based on the totality of the circumstances concerning the Project, that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense:

1. install a physical barrier to limit contact with students by Contractor and/or Contractor's employees;

2. provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice;

3. provide for the surveillance of the Contractor and Contractor's employees by a District employee;

4. require any employee of the Contractor potentially having contact with students to obtain fingerprint clearance as described in Education Code section 45125.1

b. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving Only Limited Contact With Students.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student,

Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

ARTICLE 14 -INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the District and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of District and are not entitled to benefits of any kind normally provided employees of District, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

ARTICLE 15 -SUBCONTRACTORS

a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.

b. The District reserves the right to Approve all subcontractors. The District's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

c. Prior to substituting any subcontractor listed in the Contractor's submittals, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 16 -VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 17 -PERMITS AND LICENSES

Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

a. Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for

operations in or over public streets or right of way under jurisdiction of public agencies other than the District.

b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.

c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

ARTICLE 18 -UTILITY USAGE

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems.

b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.

c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.

d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities by compensating the District for utilities used by Contractor.

ARTICLE 19 -INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the District. Contractor may either request reimbursement from the District for such fees, or shall be responsible for arranging and coordination with District for the payment of such fees.

ARTICLE 20 -TRENCHES

a. Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, 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 any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, 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.

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 so materially differ, or do involve hazardous waste, and cause a decrease or increase in 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 Documents.

In the event that a dispute arises between the District and the Contractor as to 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 to be performed under the Contract. 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 parties.

ARTICLE 21 -REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

ARTICLE 22 -SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 23 -AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 24 -COMPLIANCE WITH STATE STORM WATER PERMIT

a. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

b. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of any relevant local ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to Los Angeles Regional Water Quality Control Order No. R4-2012-0175 as amended by State Water Resources Control Board Order No. WQ 2015-0075, State Water Resources Control Board Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof ("Permit" or "Construction General Permit").

c. Contractor shall comply with the lawful requirements of any municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or watercourses.

d. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. It shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

e. Contractor shall file the Notice of Intent ("NOI") and obtain coverage for the Project under the Construction General Permit, if coverage is required. This may include filing all necessary documentation including the Permit Registration Documents ("PRDs") through the Stormwater Multiple Applications and Report Tracking System ("SMARTS"); preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") for the Work site; implementing all other provisions, and monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work site activities,

including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. The District retains the right to develop its own documentation for the project site, including but not limited to the SWPPP, and in the alternative may require Contractor to adopt and implement portions of the District developed SWPPP. Specific requirements for the Work site shall be set forth in the Special Conditions. Contractor shall include all costs of compliance with specified requirements in the Contract amount. Contractor shall provide copies of all reports and monitoring information to the District Representative.

f. Notwithstanding the above, before any PRDs, SWPPP, or other Construction General Permit related document may be submitted to the State Water Resources Control Board or implemented on the Work site, it must first be reviewed and approved by the District, if requested. The District expressly reserves the right to procure coverage under the Construction General Permit for the Work site if Contractor fails to draft satisfactory PRDs or SWPPP or otherwise fails to proceed in a manner that complies with the requirements of the Construction General Permit. The District additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the District's sole determination. Any costs incurred by the District in procuring coverage under the Construction General Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor

g. Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

h. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers.

i. District reserves the right to defend any enforcement action or civil action brought against the District for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse District for the costs associated with, any enforcement action and/or settlement reached between the District and any relevant enforcement entity.

j. District may seek damages from Contractor for delay in completing the Work in accordance with the Contract Documents, caused by Contractor's failure to comply with the laws, regulations and policies described in this Article , or any other relevant water quality law, regulation, or policy.

k. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

ARTICLE 25 -CLEANING UP

a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

b. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 26 -LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the District Representative. Any required “as-built” drawings of the Work shall be prepared by the registered civil engineer.

ARTICLE 27 -EXCESSIVE NOISE

a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 28 -TESTS AND INSPECTIONS

a. Contractor shall comply with all laws, building codes, and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect (“DSA”).

b. If the Contract Documents, the District Representative, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or Approved, Contractor shall provide the District Representative at least two (2) working days’ notice

of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

c. If any Work is done or covered up without the required testing or Approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

d. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

e. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

f. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

g. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 29 -PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the District Representative, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the District Representative or the District.

Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.

c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

    1. Enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

    2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

    3. Deliver materials to the Project site over a route designated by the District Representative.

    4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

    5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the District Representative. Contractor shall not unreasonably encumber the Project site with its materials.

    6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.

ARTICLE 30 -CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 31 -AUTHORIZED REPRESENTATIVES

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 32 -HOURS OF WORK

a. Pursuant to Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

b. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

c. The Contractor shall pay to the District a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

d. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the District.

e. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

f. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the District Representative:

    1. Powered Vehicles
    2. Construction Equipment
    3. Loading and Unloading Vehicles
    4. Domestic Power Tool.

ARTICLE 33 -PAYROLL RECORDS; LABOR COMPLIANCE

a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of

perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

b. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

c. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

d. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:

    1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

    2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

e. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

f. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.

g. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars ($25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 34 -PREVAILING RATES OF WAGES

a. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the

performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the District's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

b. The Contractor shall forfeit as a penalty to the District not more than fifty dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 35 -PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, Contractor and its subcontractors must be registered with the Department of Industrial Relations at the time of this Contract. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

ARTICLE 36 -EMPLOYMENT OF APPRENTICES

a. If the total compensation under this Contract exceeds $35,000, Contractor and all subcontractors shall comply with the requirements of Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

b. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

c. Knowing violations of Labor Code Section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100) for each calendar day of non-compliance pursuant to Labor Code Section 1777.7.

d. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 37 -NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 38 -DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is barred as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

ARTICLE 39 -LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the District prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the District Standards. Contractor shall adhere to the District's lock out tag out program.

ARTICLE 40 -INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause. Contractor shall furnish District with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the District. All certificates and endorsements must be received and approved by the District before Work commences.

a. **Additional Insureds; Waiver of Subrogation**. The District, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds for ongoing and completed operations on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same

coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

b. **Workers' Compensation Insurance**. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

c. **Employer's Liability Insurance**. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

d. **Commercial General Liability Insurance**. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

    1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and

shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

e. **Automobile Liability Insurance**. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the District. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

f. **Builder's Risk ["All Risk"]**

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility for the Work until the Work is formally accepted by the District. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.

2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and District, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by District.

3. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to District to ensure adequacy and sublimit.

4. In addition, the policy shall meet the following requirements:

   (a) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

   (b) Coverage shall include all materials stored on site and in transit.

   (c) Coverage shall include Contractor's tools and equipment.

   (d) Insurance shall include boiler, machinery and material hoist coverage.

   (e) District shall be named loss payee.

g. **Contractor's Pollution Liability Coverage**. Contractor shall provide pollution liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate. The policy shall provide coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. The District, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds.

h. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by District. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.

ARTICLE 41 -FORM AND PROOF OF CARRIAGE OF INSURANCE

a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which

guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

b. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, officers, agents, employees, and volunteers.

c. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

d. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e. District reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

f. Contractor shall report to the District, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 42 -BOND REQUIREMENTS

Contractor shall provide to District:

a. Payment Bond (Material and Labor Bond) to satisfy claims of material suppliers and mechanics and laborers employed by the Contractor in connection with this Contract. This bond shall be maintained by Contractor in full force and effect for the period prescribed by operation of law.

b. Performance Bond guaranteeing faithful performance of all work within the time and manner prescribed, free from original or developed defects. The Surety's obligations under the Performance Bond shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, including, but not limited to, California Code of Civil Procedure Section 337.15.

ARTICLE 43 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. Time for Completion/Liquidated Damages**.** Work shall be commenced within ten (10) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

b. Inclement Weather. Contractor shall abide by the District Representative's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

c. Stop Work Order. DSA may issue a Stop Work Order, or an Order to Comply, when either (i) the Work proceeds without DSA approval; (ii) the Work proceeds without a DSA Inspector of Record, or (iii) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

d. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

e. No Damages for Reasonable Delay. The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 44 -COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;

b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the District Representative, for unit price items listed, if any, in the District approved schedule of values.

d. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.

e. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 45 -MOBILIZATION

a. When the District approved schedule of values includes a line item for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific item will be included in the progress estimate ("Initial Mobilization"). When no schedule of values item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

b. Payment for Initial Mobilization based on the lump sum provided in the District approved schedule of values, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the District Representative. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities.

4. Establishing fire protection system.

5. Developing and installing a construction water supply.

6. Providing and maintaining the field office trailers for the Contractor and the District Representative, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.

7. Providing on-site communication facilities for the Owner and the District Representative, including telephones, radio pagers, and fax machines.

8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

10. Arranging for and erection of Contractor's work and storage yard.

11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

12. Full-time presence of Contractor's superintendent at the job site as required herein.

13. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 46 -PAYMENTS

a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments. Notwithstanding the foregoing, Contractor shall not be entitled to payment for work so long as any lawful or proper direction concerning the Work or any portion thereof given by the District, District's Representative, or the Architect shall remain uncomplied with.

b. The Contractor shall, after the full completion of the Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.

c. Unless otherwise required by law, the final payment of ten percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.

d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.

e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

g. Prior to, and as a condition precedent for final payment, Contractor shall provide the District with written documentation identifying the amount paid to Disabled Veteran Business Enterprises (DVBE), and shall submit the certification letter issued by the Office of Small Business Certification and Resources verifying the DVBE status of the subject subcontractors. This documentation is required regardless of whether DVBE subcontractors were utilized in the performance of the Contract.

ARTICLE 47 -PAYMENTS WITHHELD AND BACK CHARGES

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as may be necessary to cover:

a. Stop Notice Claims.

b. Defective Work not remedied.

c. Failure of Contractor to make proper payments to its subcontractors or suppliers.

d. Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.

e. Damage to another contractor or third party.

f. Amounts which may be due the District for claims against Contractor.

g. Failure of Contractor to keep the record ("as-built") drawings up to date.

h. Failure to provide updates on the construction schedule.

i. Site clean up.

j. Failure of the Contractor to comply with requirements of the Contract Documents.

k. Liquated damages.

l. Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

ARTICLE 48 -SECURITIES FOR MONEY WITHHELD

Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor may request the District to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in Section 22300 of the Public Contract Code.

ARTICLE 49 -CHANGES AND EXTRA WORK

a. **Contract Change Orders.**

1. The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2. Contractor shall promptly execute changes in the Work as directed in writing by the District even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.

3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.

6. Contractor shall make available to the District any of the Contractor's documents related to the Project immediately upon request of the District, as set forth in Article 58.

7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

b. **Contract Price Change.**

1. Process for Determining Adjustments in Contract Price.

(a) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the District, unless the District requests that proposals be submitted in less than seven (7) Days.

(b) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

(c) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.

(d) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District, including but not limited to estimates and quotations from subcontractors or material suppliers, as the District may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.

(e) If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the District's estimate. If the change is issued based on the District's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.

2. Unit Price Change Orders.

(a) When the actual quantity of a Unit Price item varies from the District approved schedule of values, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.

(b) No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the District approved schedule of values include Overhead and Profit as

determined by Contractor at the time of Contract, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.

(c) Items included on the District approved schedule of values may be deducted from the Work in their entirety without any negotiated extra costs.

(d) Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the District approved schedule of values will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in District's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.

(e) The District or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and

ii. there is no corresponding adjustment with respect to any other item of Work; and

iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the District believes that the District is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease.

3. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:

(a) Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the District. The District will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).

(b) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation,

apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

(c) Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.

(d) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer’s invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the District shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to “non-cash” discounts, trade discounts, free material credits, and/or volume rebates. “Cash” discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the District if the Contractor is provided the District funds in time for Contractor to take advantage of any such “cash” discounts. The portion of any “cash” discounts greater than 2% will not be considered “non-cash” discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

(e) Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of $1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than $750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

(f) Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit.

(g) Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.

(h) No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.

(i) Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change

order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than $750.

(j) Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.

(k) Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

(l) Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.

4. Time and Materials Change Orders.

(a) General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the District, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.

(b) Timely and Final Documentation.

i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the District's Representative for an approval signature **each day** Additional Work is performed. Failure to get the District's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The District's Representative's signature on time sheets only

serves as verification that the Work was performed and is not indicative of District's agreement to Contractor's entitlement to the cost.

ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of District approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.

(c) Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.

ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work

shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead..

(d) Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.

i. Trade discounts available to the purchaser shall be credited to the District notwithstanding the fact that such discounts may not have been taken by Contractor.

ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the District's Representative.

iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.

iv. If, in the opinion of the District's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

v. The District reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on District furnished materials..

(e) Equipment.

i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

(a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.

(i) When hourly rates are paid, any part of an hour less than 30

minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

(ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the District for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the District's Representative. Contractor may furnish cost data which might assist the District's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then District shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the District that the equipment could be actively used on another project.

iv. All equipment shall, in the opinion of the District's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the District's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct

power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(f) Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

i. Invoices for Special Services. When the District's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the District's Representative.

ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.

iii. When the District determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.

(g) Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.

i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

ii. Office Expenses. Expenses of Contractor's principal and branch offices;

iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;

vi. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

(h) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide District with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as District may reasonably request.

ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

6. For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors

7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed record of the cost to the Contractor, signed by such vendor or supplier.

8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.

10. If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a Change Order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral Change

Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the District may require.

c. **Change of Contract Times.**

1. The Contract Times may only be changed by a Change Order.

2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.

3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.

4. District may elect, at District's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.

5. Use of Float and Critical Path.

   (a) Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the District or the Contractor.

   (b) Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float. Contractor shall not be entitled to compensation, and District will not compensate Contractor, for delays which impact early completion.

6. Contractor's entitlement to an extension of the Contract Times is limited to a District-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the District-caused delay extends the critical path beyond the previously approved Contract Time.

   (a) Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

   (b) If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the District), Acts of God, acts or failures to act of utility owners not under the control of District, or other causes not the fault of and beyond control of District and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and

exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

(c) Utility-Related Delays.

i. Contractor shall immediately notify in writing the utility owner and District's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.

ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

(a) Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

(b) Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

(a) District's liability to Contractor for delays for which District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

(b) Damages caused by unreasonable District delay that impact the critical path, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.

(c) District and District's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices District's and District's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article..

ARTICLE 50 -OCCUPANCY

The District reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 51 -INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the District's choosing), indemnify and hold harmless the District, its directors, officials, officers, agents, employees, and representatives, and each of them from and against:

a. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the District or its directors, officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the District or its directors, officers, employees, or authorized volunteers.

b. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

c. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

d. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the District's Governing Board's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 52 -RECORD ("AS BUILT") DRAWINGS AND PROJECT CLOSE-OUT

a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the Contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the Work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the District Representative.

c. Contractor shall comply with all applicable DSA close-out requirements for the Project.

ARTICLE 53 -DISTRICT'S INSPECTOR

The Inspector's duties are specifically defined in the California Code of Regulations. Inspector shall have access to all plant operations involving Work under this Contract and shall be provided reasonable advance notice of the time and place of operations which the Inspector desires to observe. Inspector shall be provided with all necessary samples of materials and Work for testing

purposes. All Work shall be under the observation of Inspector. Inspector shall have free access to any or all parts of Work at any time. Contractor shall provide safe and proper facilities for such access. Contractor shall furnish Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from any obligation to fulfill this Contract. Inspector, after consultation with the District's Representative, shall have authority to stop Work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct its employees accordingly. Inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

ARTICLE 54 -INSPECTOR'S FIELD OFFICE

a. The Contractor shall be responsible for providing the inspector's field office. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. The inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.

b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

c. The provisions of this section are intended to be complementary to any requirements provided elsewhere in these Contract Documents, however in the event of conflicts between this section and other provisions of these Contract Documents, this section shall prevail..

ARTICLE 55 -RESOLUTION OF CONSTRUCTION CLAIMS

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 49, Changes and Extra Work, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

a. **Intent.** Effective January 1, 1991, section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement sections 20104 et seq. and section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

b. **Claims.** For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 49 "Changes and Extra Work" has been denied by the District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. A "Claim" does not include any demand for payment for which the Contractor has failed to provide

notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 49, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

c. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, and Contract clause pursuant to which the claim is made.

2. List of documents relating to claim

   (a) Specifications
   (b) Drawings
   (c) Clarifications (Requests for Information)
   (d) Schedules
   (e) Other

3. Chronology of events and correspondence

4. Analysis of claim merit

5. Analysis of claim cost

6. Analysis of time impact analysis in CPM format

7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

8. Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq*.

d. **District's Response.** Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the District issues its written statement.

1. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the District's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three Days following the next duly publicly noticed meeting of the District's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a claim, the District may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

e. **Meet and Confer.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 Days of receipt of the District's response or within 15 Days of the District's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the District shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

f. **Mediation.** Within 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 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, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. 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.

2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

g. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

h. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

i. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such

Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the District may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

j. **Non-Waiver.** The District's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety.

ARTICLE 56 -DISTRICT'S RIGHT TO TERMINATE CONTRACT

a. Termination for Cause: The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the Work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

   The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the District) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over the Work, the District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

b. Termination For Convenience**:** The District may terminate performance of the Work in whole or, in part, if the District determines that a termination is in the District's interest.

   The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

   After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

   1. Stop Work as specified in the Notice.

2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

4. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.

6. Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."

7. These provisions are in addition to and not in limitation of any other rights or remedies available to the District.

c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

ARTICLE 57 -WARRANTY AND GUARANTEE

a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.

d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.

e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days

after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

   1. Obtain for District all warranties that would be given in normal commercial practice;

   2. Require all warranties to be executed, in writing, for the benefit of the District; and

   3. Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective Work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 58 -DOCUMENT RETENTION & EXAMINATION

a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.

c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

ARTICLE 59 -SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of <u>design only</u> and Contractor is required to examine the site before entering into this Contract and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 60 -REQUIRED CERTIFICATIONS

Contractor shall, for all contracts involving state funds, submit a “Drug-Free Workplace Certification” and a "Recycled Content Certification." These forms are included in the Contract Documents and must be signed under the penalty of perjury and dated prior to commencing Work on this Project.

In addition to the above listed certifications, Contractor shall, for all contracts involving state funds, execute and submit an “Asbestos-Free Materials Certification.” Contractor, further, is aware of the following:

a. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

    1. Decontamination and removal of Work found to contain asbestos or Work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

    2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

    3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

    4. The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

b. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.

c. Hold Harmless: Interface of Work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Contract, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this Work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

ARTICLE 61 -SEPARATE CONTRACTS

a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of

their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect Work already in place and shall at once report to the District Representative any problems with the Work in place or discrepancies with the Contract Documents.

c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the District Representative shall decide which contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 62 -NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Contract. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Contract unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 63 -NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 64 -STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 65 -INTEGRATION

a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the District and Contractor.

ARTICLE 66 -ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment without the written consent of the District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 67 -CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 68 -ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 69 -PROHIBITED INTERESTS

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 70 -CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 71 -JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of San

Diego County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 72 -LAWS AND REGULATIONS

a. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of Work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the District Representative in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District Representative, it shall bear all costs arising therefrom.

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 73 -PATENT FEES OR ROYALTIES.

The Contractor shall include in its Contract amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with the Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 74 -OWNERSHIP OF DRAWING

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of the Work.

ARTICLE 75 -NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 76 -COMPLIANCE WITH DTSC GUIDELINES—IMPORTED SOILS

If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board resolutions, rules, orders, policies and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

SPECIAL CONDITIONS

FINGERPRINTING REQUIREMENT. Pursuant to Article 13 of the General Conditions the District's Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and as determined that the Contractor and Contractor's employees.

a. ___ are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 13 of the General Conditions.

b. ___ are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 13 of the General Conditions.

EXHIBIT B

TASK ORDER
SAMPLE

Date: _____ Task Order No. _____

This Task Order No. 1(this "Task Order") entered into between:

San Ysidro School District ("Owner")
4350 Otay Mesa Road
San Ysidro, CA 92173

And

B.R. Building Resources Company ("Building Resources")
2247 Lindsay Way
Glendora, CA 91740

Is made pursuant to that certain Master Services Agreement between the Parties made effective _____, including all Exhibits and attachments thereto (collectively the "MSA"),

The terms of the MSA are incorporated herein by this reference, and shall be fully binding and controlling as to the Parties, as if fully set forth herein. Capitalized terms used but undefined herein shall have the meanings ascribed to them in the MSA.

The Scope of Work: General Description

The Project:
Building Resources will follow the California Schools Healthy Air, Plumbing (CalSHAPE), and Efficiency Ventilation Program Revised Commission Guidelines dated _____ to complete HVAC Assessments per the Project Requirements outlined in Chapter 2. Specifically, the following schools and quantities of HVAC units, filters and CO2 monitors will be assessed. As required, filters will be replaced with higher MERV rated filters and CO2 monitors will be added to classrooms where non exist.

Willow Elementary

Category	**Unit Count**
Assessment & Maintenance	
Filters	
CO2 Monitors	

Smythe Elementary

Category	**Unit Count**
Assessment & Maintenance	

Filters
CO2 Monitors

La Mirada Elementary

Category	**Unit Count**
Assessment & Maintenance	
Filters	
CO2 Monitors	

Sunset Elementary

Category	**Unit Count**
Assessment & Maintenance	
Filters	
CO2 Monitors	

San Ysidro Middle

Category	**Unit Count**
Assessment & Maintenance	
Filters	
CO2 Monitors	

All equipment cutsheets will be submitted to the Owner after the assessment phase at each school for approval prior to installation. The equipment submittals will be for filters, CO2 monitors and any other miscellaneous material required for the 20% maintenance contingency outlined in the CalSHAPE Guidelines.

Clarifications

- Work in excess of the repair budget is excluded but might be covered by future phases of the grant program and will be referred to as HVAC Upgrade and Repair grants.

- Any hazardous material identification, assessment, remediation and/or removal of any kind is excluded.

- DSA costs are excluded.

Compensation and Payment:

Payment for the Work is to be a fixed price (the "Fixed Price") in the amount of _____.

Within twenty (20) days from the date of execution of this Task Order, Building Resources shall submit to Owner a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the full amount of the Fixed Price.

Payment Applications are to be made monthly, and must be submitted on or before the 25th day of each month. If requested by Owner, Building Resources shall submit partial lien waivers with each interim Payment Application.

The rate of retainage on each progress payment shall be five (5%) percent. This retainage shall also be reduced upon Substantial Completion to the value of the Work remaining in order to achieve Final Completion. All remaining retainage will be paid with the payment due upon Final Completion.

The Payment Application for final payment on the Fixed Price shall be accompanied by: i) final lien waivers from all subcontractors and suppliers; ii) all close-out documents such as as-built drawings, manufacturers' warranties, and operating manuals; and iii) any other documentation as Owner may reasonably request.

Any potential drawings and specifications produced under this Task Order are part of a design-build construction process where Building Resources is both the designer and builder. Building Resources assumes no design liability should the Owner and/or another contractor implement the project without Building Resources acting as the prime contractor.

Work Schedule/Time:

1. Phase 1: HVAC Assessments and Report:
2. Phase 2: Filter Installations:
3. Phase 3: CO2 Monitor Installations:
4. Phase 4: 20% Repair Contingency Implementation:

Time is of the essence:

Building Resources guarantees that it shall perform and complete all work required by this Task Order in accordance with the requirements of the MSA by the Project Completion Date. The Project Completion Date shall be [***INSERT CALENDAR DAYS***] from the commencement date stated herein.

Liquidated Damages:

Building Resources agrees that it shall be liable to the Owner for liquidated damages in an amount of _____ Dollars ($_____) per day for each and every calendar day beyond the Project Completion Date that completion of the Project has not been achieved at the Project Site(s). If not completed by the Project Completion Date, it is understood that the Owner will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of Building Resources' failure to complete the work, and therefore Building Resources shall pay to the Owner the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due Building Resources may be retained to cover liquidated damages.

Other Matters

a. Building Resources shall comply with the provisions of Education Code section 45125.1 concerning the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, unless the Owner has determined pursuant to Education Code section 45125.2 that, under the totality of the circumstances, based on the Work to be performed pursuant to this Task Order, Building Resources, and any of its subcontractors and employees, will have only limited contact with the Owner's pupils. Building Resources shall not allow any employee to have contact with the Owner's pupils until such time as Building Resources has verified in writing to the Owner that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Building Resources shall ensure that its employees, agents, and employees or agents of its subcontractors comply with this Section and the applicable provisions of the Education Code. Building Resources shall verify its compliance with this Section for each employee on a form provided by the Owner.

b. To the extent Building Resources or any of its subcontractors are providing construction services on school facilities of the Owner, Building Resources shall comply with the provisions of Education Code section 45125.2 to ensure the safety of pupils, and will not be subject to Education Code section 45125.1 as provided therein. The Owner shall specify the appropriate security measures, as set forth in Education Code section 45125.2, to be implemented.

c. Separate from the requirements of the Education Code, Building Resources shall comply with all health, safety, and security measures established by the Owner.

d. The following sections of the Owner's Grant Agreement #21R1VA0908 with the California Energy Commission (CEC) are incorporated in this Task Order:

   i. Standard of Performance (Section 3)
   ii. Legal Statements on Products (included in Section 5, "Products")
   iii. Prevailing Wage (Section 10)
   iv. Recordkeeping, Cost Accounting, and Auditing (Section 11)

v. Equipment (Section 14)
vi. Indemnification (Section 17)
vii. Intellectual Property (Section 20)
viii. Access to Sites and Records (included in Section 22, "General Provisions")
ix. Nondiscrimination (included in Section 23, "Certifications and Compliance")

San Ysidro School District	**Building Resources**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Board approved: _____

AIA® Document G704™ – 2017

Exhibit C - Certificate of Substantial Completion ---SAMPLE OR SYSD PROVIDED FORM

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**CERTIFICATE INFORMATION:** Certificate Number: Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE
OWNER *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE

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EXHIBIT D

PERFORMANCE & PAYMENT BOND FORMS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, SAN YSIDRO SCHOOL DISTRICT (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

3. Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20_____.

(Corporate Seal)

_____
Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

The rate of premium on this bond is _____ per thousand.
The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM
Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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COUNTY OF _____

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Signer is representing:
Name Of Person(s) Or Entity(ies)

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DESCRIPTION OF ATTACHED DOCUMENT

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Title or Type of Document

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Number of Pages

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Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the San Ysidro School District (hereinafter designated as the "District"), by action taken or a resolution passed _____ , 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____
(the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his or its subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any

fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal)

_____
Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title: _____

The rate of premium on this bond is _____ per thousand.
The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM
Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service _____

_____

of process in California)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

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Title or Type of Document

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Number of Pages

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Date of Document

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COUNTY OF _____

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Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

EXHIBIT E

DISTRICT'S REQUIRED CERTIFICATIONS & FORMS

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq*.) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20___ by and between SAN YSIDRO SCHOOL DISTRICT ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District 's students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____
Contractor's Representative Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the **SAN YSIDRO SCHOOL DISTRICT** ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 20__ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

_____ _____
School District Official Date

SUBCONTRACTOR'S CERTIFICATION

The **SAN YSIDRO SCHOOL DISTRICT** ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____
Subcontractor's Representative Date

SUBCONTRACTOR'S EXEMPTION

The **SAN YSIDRO SCHOOL DISTRICT** ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

_____ _____
School District Official Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **SAN YSIDRO SCHOOL DISTRICT** (hereinafter referred to as the "District") and _____ (hereinafter referred to as the "Contractor") for the _____ Project (hereinafter referred to as the "Project"). This form is required pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. It addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;

2. The person's or organization's policy of maintaining a drug-free workplace;

3. The availability of drug counseling, rehabilitation and employee-assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations.

C. 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, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;

B. Establishing a drug-free awareness program; and

C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this _____ day of _____, 20_____ at _____.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

Notary Acknowledgment

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STATE OF CALIFORNIA
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WITNESS my hand and official seal.

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Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

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☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

_____
Contractor Name

_____
Signature

_____
Date

TASK ORDER NO. 1

B.R. Building Resources Co.

CALSHAPE GRANT NO. 21R1VA0908

TASK ORDER

Date: _____ Task Order No. 1

This Task Order No. 1 (this "Task Order") entered into between:

San Ysidro School District ("Owner")
4350 Otay Mesa Road
San Ysidro, CA 92173

And

B.R. Building Resources Company ("Building Resources")
2247 Lindsay Way
Glendora, CA 91740

Is made pursuant to that certain Master Services Agreement between the Parties made effective April 15, 2022, including all Exhibits and attachments thereto (collectively the "MSA"),

The terms of the MSA are incorporated herein by this reference, and shall be fully binding and controlling as to the Parties, as if fully set forth herein. Capitalized terms used but undefined herein shall have the meanings ascribed to them in the MSA.

The Scope of Work: General Description

The Project:
Building Resources will follow the California Schools Healthy Air, Plumbing (CalSHAPE), and Efficiency Ventilation Program Revised Commission Guidelines dated 8/13/2021 to complete HVAC Assessments per the Project Requirements outlined in Chapter 2. Specifically, the following schools and quantities of HVAC units, filters and CO2 monitors will be assessed. As required, filters will be replaced with higher MERV rated filters and CO2 monitors will be added to classrooms where non exist.

Willow Elementary

Category	**Unit Count**
Assessment & Maintenance	62
Filters	235
CO2 Monitors	43

Smythe Elementary

Category	**Unit Count**
Assessment & Maintenance	23
Filters	74
CO2 Monitors	36

La Mirada Elementary

Category	Unit Count
Assessment & Maintenance	11
Filters	46
CO2 Monitors	24

Sunset Elementary

Category	Unit Count
Assessment & Maintenance	41
Filters	110
CO2 Monitors	32

San Ysidro Middle

Category	Unit Count
Assessment & Maintenance	54
Filters	165
CO2 Monitors	42

All equipment cutsheets will be submitted to the Owner after the assessment phase at each school for approval prior to installation. The equipment submittals will be for filters, CO2 monitors and any other miscellaneous material required for the 20% maintenance contingency outlined in the CalSHAPE Guidelines.

Clarifications

- Work in excess of the repair budget is excluded but might be covered by future phases of the grant program and will be referred to as HVAC Upgrade and Repair grants.

- Any hazardous material identification, assessment, remediation and/or removal of any kind is excluded.

- DSA costs are excluded.

Compensation and Payment:

Payment for the Work is to be a fixed price (the "Fixed Price") in the amount of **$464,742.00**.

Within twenty (20) days from the date of execution of this Task Order, Building Resources shall submit to Owner a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the full amount of the Fixed Price.

Payment Applications are to be made monthly, and must be submitted on or before the 25th day of each month. If requested by Owner, Building Resources shall submit partial lien waivers with each interim Payment Application.

The rate of retainage on each progress payment shall be five (5%) percent. This retainage shall also be reduced upon Substantial Completion to the value of the Work remaining in order to achieve Final Completion. All remaining retainage will be paid with the payment due upon Final Completion.

The Payment Application for final payment on the Fixed Price shall be accompanied by: i) final lien waivers from all subcontractors and suppliers; ii) all close-out documents such as as-built drawings, manufacturers' warranties, and operating manuals; and iii) any other documentation as Owner may reasonably request.

Any potential drawings and specifications produced under this Task Order are part of a design-build construction process where Building Resources is both the designer and builder. Building Resources assumes no design liability should the Owner and/or another contractor implement the project without Building Resources acting as the prime contractor.

Estimated Work Schedule/Time:

1. Phase 1: HVAC Assessments and Report: 6/9/2022 - 7/23/2022
2. Phase 2: Filter Installations: 8/2/2022 - 9/30/2022
3. Phase 3: CO2 Monitor Installations: 9/6/2022 - 10/29/2022
4. Phase 4: 20% Repair Contingency Implementation: 11/1/2022 - 1/18/2023

Time is of the essence:

Building Resources guarantees that it shall perform and complete all work required by this Task Order in accordance with the requirements of the MSA by the Project Completion Date. The Project Completion Date shall be 270 days from the latter of the date initial grant funds are received by Owner or the execution date of this Task Order.

Liquidated Damages:

Building Resources agrees that it shall be liable to the Owner for liquidated damages in an amount of five hundred dollars ($500) per day for each and every calendar day beyond the Project Completion Date that completion of the Project has not been achieved at the Project Site(s). If not completed by the Project Completion Date, it is understood that the Owner will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of Building Resources' failure to complete the work, and therefore Building Resources shall pay to the Owner the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due Building Resources may be retained to cover liquidated damages.

Other Matters

a. Building Resources shall comply with the provisions of Education Code section 45125.1 concerning the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, unless the Owner has determined pursuant to Education Code section 45125.2 that, under the totality of the circumstances, based on the Work to be performed pursuant to this Task Order, Building Resources, and any of its subcontractors and employees, will have only limited contact with the Owner's pupils. Building Resources shall not allow any employee to have contact with the Owner's pupils until such time as Building Resources has verified in writing to the Owner that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Building Resources shall ensure that its employees, agents, and employees or agents of its subcontractors comply with this Section and the applicable provisions of the Education Code. Building Resources shall verify its compliance with this Section for each employee on a form provided by the Owner.

b. To the extent Building Resources or any of its subcontractors are providing construction services on school facilities of the Owner, Building Resources shall comply with the provisions of Education Code section 45125.2 to ensure the safety of pupils, and will not be subject to Education Code section 45125.1 as provided therein. The Owner shall specify the appropriate security measures, as set forth in Education Code section 45125.2, to be implemented.

c. Separate from the requirements of the Education Code, Building Resources shall comply with all health, safety, and security measures established by the Owner.

d. The following sections of the Owner's Grant Agreement #21R1VA0908 with the California Energy Commission (CEC) are incorporated in this Task Order:

    i. Standard of Performance (Section 3)
    ii. Legal Statements on Products (included in Section 5, "Products")

iii. Prevailing Wage (Section 10)
iv. Recordkeeping, Cost Accounting, and Auditing (Section 11)
v. Equipment (Section 14)
vi. Indemnification (Section 17)
vii. Intellectual Property (Section 20)
viii. Access to Sites and Records (included in Section 22, "General Provisions")
ix. Nondiscrimination (included in Section 23, "Certifications and Compliance")

San Ysidro School District	**Building Resources**
By:_____	By:_____
Name: Marilyn Adrianzen	Name:_____
Title:Chief Business Official	Title:_____
Date:_____	Date:_____

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

BACKGROUND INFORMATION:

SDCOE is administrating the "Comprehensive K-12 Health Education" grant program, created in partnership with the County of San Diego Health and Human Services Agency (HHSA). Districts submitted applications for grant funding through this program to update health education programming to align to the California Health Education Framework.

Activities in this agreement are funded by the Centers for Disease Control and Prevention San Diego COVID-19 Health Disparities Project through the County of San Diego Contract #565438 with the San Diego County Superintendent of Schools. The district (including its agents, employees, and appointed providers) agrees to be subject to and shall follow the standard terms and conditions in the County Contract #565438 that apply to SDCOE as contracted by the County of San Diego.

The District will be receiving $75,000.00 in sub-grant funds through SDCOE for Health Education which will cover the cost of this program's implementation. The term of this contract is from February 23, 2022 through May 1, 2023.

RECOMMENDATION:

Approve/Ratify the agreement with San Diego County Superintendent of Schools and the acceptance of sub-grant funds in the amount of $75,000.00 for the implementation of the Comprehensive K-12 Health Education Program.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement – Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.
Goal 4: Social Emotional Learning and Well-Being - Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☒ Yes ☐ No	
GRANT AWARD		
$75,000.00	SDCOE Health Education Grant	
(Amount)	(Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Comprehensive K-12 Health Education Agreement

SDCOE Agreement No. _____

This Agreement, is entered into this 23rd day of February 2022, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and SAN YSIDRO SCHOOL DISTRICT (hereinafter referred to as "District") who agree to the following:

SDCOE is administrating the "Comprehensive K-12 Health Education" grant program, created in partnership with the County of San Diego Health and Human Services Agency (HHSA). Districts have submitted applications for grant funding through this program to update health education programming to align to the *California Health Education Framework* in any of the six content areas. As such the parties have agreed to the following.

District shall provide services as described in Exhibit A entitled "Special Provisions" attached hereto and made a part hereof. District will receive funds awarded and distribute to the sites listed below.

District	Contact	Amount
San Ysidro School District	Cynthia Monreal Gonzalez Cynthia.gonzalez@sysdschools.org	$75,000.00

District will be paid via auditor transfer.

The District agrees to hold harmless, defend, and to indemnify the SDCOE, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from this agreement.

Activities in this agreement are funded by the Centers for Disease Control and Prevention San Diego COVID-19 Health Disparities Project through the County of San Diego Contract #565438 with the San Diego County Superintendent of Schools (Exhibit B). District (including its agents, employees, and appointed providers) agree to be subject to and shall follow the standard terms and conditions in County Contract #565438 that apply to SDCOE as contracted by the County of San Diego.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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 DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

_____
By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Deputy Superintendent, CBO
Title

_____
Date

SAN YSIDRO SCHOOL DISTRICT

_____
By (Authorized Signature)

_____
Name (Type or Print)

_____
Title

_____
Date

EXHIBIT A
SPECIAL PROVISIONS

A. Scope of Services.

The following will be completed by May 1, 2023:

Deliverables:

- Submit a work plan, timeline and budget to SDCOE within 30 days of the contract being executed.
- At least four representatives attend all four sessions of the SDCOE Health Education Framework learning series.
- Update elementary and middle school health education programming to align to the *Health Education Framework for California Public Schools* by:
    - Creating health education curriculum maps
    - Developing and/or identifying skill-based health education lesson plans/modules in both English and Spanish
    - Providing health education professional learning and technical assistance to teachers
    - Implementing skill-based health education instruction with students
    - Purchasing and/or developing materials to support skills-based instruction in health education
- Participate in SDCOE-facilitated quarterly meetings of grant recipients.
- Complete and submit the following progress and spending reports:
    - Quarterly progress and spending report (template will be provided)
    - Final project report (template will be provided)
- Document and submit at least one success story that describes the impact of this funding.
- Be available to present your work and the impact that resulted from this funding to the grant to local educational agencies and community partners upon request (not to exceed two presentations during the contract period).

Submit the Following Evidence to SDCOE:

- Work plan, timeline and budget within 30 days of contract execution
- Quarterly progress reports
- All resources created with this funding, including, but not limited to:
    - Professional learning agendas/slides and attendance rosters
    - Health education curriculum maps
    - Health education lesson plans/modules by grade level in both English and Spanish
- Documentation of at least one success story
- Final project report

Requirements:

- All grant-funded activities must take place within San Diego County
- All grant-funded activities must comply with California Ed Code

EXHIBIT B

COUNTY CONTRACT NUMBER 565438
AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDNET OF SCHOOLS FOR COMPREHENSIVE K-12 HEALTH EDUCATION

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and **San Diego County Superintendent of Schools, 6401 Linda Vista Road, San Diego, CA 92111** ("Contractor"), with reference to the following facts:

RECITALS

A. The County, by action of the Board of Supervisors July 13, 2021 Minute Order No. 08 authorized the Director of Purchasing and Contracting, to award a contract for Comprehensive K-12 Health Education.

B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.

C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.

D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements and Exhibit C, Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; and Fourth (4th) Exhibit C.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.

1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

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1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement.

1.4.2 Mandated Clause: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and ensure compliance with the Standard Terms and Conditions required of Contractor in Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.

1.4.3 Contractor shall provide Contracting Officer Representative with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.

1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR").

1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

ARTICLE 2
SCOPE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of $5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition.

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Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process.

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations.

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Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Reserved.

3.3.4 Return, Transfer and Removal of Assets.

3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.4.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Transfer of Leases, Licenses, and Agreements.

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select**,** when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.6 Delivery of Documentation.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing (Rev. 2/10/21)

4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl . Contractor shall comply with all federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items

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associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.

4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and in compliance with all Agreement terms.

4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.1.4 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.1.5 Prompt Payment for Vendors and Subcontractors

4.1.5.1 Prompt payment for vendors and subcontractors.

4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.

4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.

4.1.6 Conditions Prerequisite to Payments. County may elect not to make a particular payment if any of the following exists:

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4.1.6.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.

4.1.6.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.

4.1.6.3 Default. Contractor was in default under any terms and conditions of this Agreement.

4.1.7 Withholding of Payment. County may withhold payment until reports, data, audits, or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's determination, Contractor is in non-compliance with this Agreement.

4.1.8 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

4.1.9 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.

4.1.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")

5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.

5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and

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above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.

6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.4 Full Cost Recovery of Investigation and Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

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At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:

7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.

7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:

7.5.4.1 Fraud, waste or abuse of Agreement funds, or

7.5.4.2 Improperly submitted claims, or

7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.4.4 Any breach of any term or condition of the Agreement, or

7.5.4.5 Any actions under any warranty, express or implied, or

7.5.4.6 Any claim of professional negligence, or

7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment

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nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).

8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Division 4, Chapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 19.

8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.

8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.

8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

8.9.1 Byrd Anti-Lobbying Amendment. Contractor shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Contractor or Contractor's Subcontractors. In accordance with 31 U.S.C. 1352, Contractor shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Contractor shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.

8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 RESERVED

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:

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8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and

8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and

8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and

8.12.5 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.

8.12.5.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:

8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.12.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.12.5.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

8.12.5.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic,

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overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth herein.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;

8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor shall include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).

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8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.20 Compliance Program. Contractors with an agreement that exceeds more than $250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

8.22 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:

8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8.23 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.322. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over $100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

8.24 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods,

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products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement shall be included in all subcontracts under this Agreement.

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.25 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.26

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

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9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

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11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2 External Audits. Contractors will provide the following to the COR:

11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.

11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them (Health and Human Services Agency (HHSA) Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov).

11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.

11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.

11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:

11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims

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have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.

11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

ARTICLE 12
INSPECTION OF SERVICE

12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.

12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising

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out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

13.5 Maintenance of Records. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.

13.6 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection. Notwithstanding the foregoing, Contractor may maintain custody of records where legally required.

13.7 Audit Requirement.

(a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend $750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of $750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

(b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

13.8 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

13.9 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

ARTICLE 14
(RESERVED)

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical

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necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.

16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.

16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.

16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.14 Time. Time is of the essence for each provision of this Agreement.

16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay

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by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.

16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."

16.21.2 Definitions

A. Minor: Individuals under the age of eighteen (18) years old.

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B. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

C. Volunteer: A person who performs a service willingly and without pay.

16.22 Health Insurance. Contractors providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at https://www.coveredca.com/ or to 1-800-300-1506.

16.23 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on the date of the last signature below and end on May 31, 2022 ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for one (1) increment of one (1) year for a total of one (1) year beyond the expiration of the Initial Term, not to exceed May 31, 2023, pursuant to Exhibit C Payment Schedule or other applicable pricing provisions of this Agreement. Unless County notifies Contractor in writing not less than thirty (30) days prior to the expiration date that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit C or other applicable pricing provisions of this Agreement, County agrees to pay Contractor a sum not to exceed one million five hundred thousand dollars ($1,500,000) for the initial term of this Agreement and a sum not to exceed five hundred thousand dollars ($500,000) for the one-year option period, for a maximum Agreement amount of 2 million dollars ($2,000,000), in accordance with the method of payment stipulated in Article 4.

COR. The County has designated the following individual as the Contracting Officer's Representative ("COR")

Naomi Billups, Public Health Nutrition Manager
3851 Rosecrans St.
San Diego, CA 92110
Phone (619) 692-5693 and email: Naomi.Billups@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Michael Simonson, Deputy Superintendent
6401 Linda Vista Road
San Diego, CA 92111
Phone (858) 295-6662 and email: contracts@sdcoe.net

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 11/2/2021
S. Figueroa

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

By: _____
MICHAEL SIMONSON, Deputy Superintendent

Date: 10/26/21

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC §3801 et seq., apply to this certification and disclosure, if any.

San Diego County Superintendent of Schools	Michael Simonson
Name of Contractor	Printed Name of Person Signing for Contractor
565438	
Contract Number	Signature of Person Signing for Contractor
10/26/20	Deputy Superintendent, Chief Business Officer
Date	Title

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COUNTY CONTRACT NUMBER 565438
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
FOR COMPREHENSIVE K-12 HEALTH EDUCATION
EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall provide services to support the goal of building health literacy in San Diego County students which will advance COVID-19 and other infectious diseases, including tuberculosis related public health prevention goals and prepare our youth and families with resiliency. Health literate students can understand basic health information, directions and services needed to make informed personal health decisions which may also contribute to healthier communities.

2. Background Information

2.1. The County of San Diego Health and Human Services Agency (HHSA) received funding from the Center for Disease Control and Prevention for the COVID-19 Health Disparities Project. The goal of the funding is to address COVID-19 health disparities among populations at high-risk and underserved, including racial and ethnic minority populations and rural communities to determine any changes in the community's attitudes and perceptions.

Contractor shall provide services and assist HHSA with supporting the goal of building health literacy in San Diego County students by expanding and enhancing comprehensive K-12 Health Education instruction in high-need schools and districts in San Diego County. Intentional outcomes for students are to become critical thinkers and problem solvers when confronting health issues, have competence and skills to use basic health information and services in health-enhancing ways, become effective communicators who organize and convey belief, ideas, and information about health issues, and become responsible and productive citizens who help ensure that their community is kept healthy, safe and thriving.

2.2. *Live Well San Diego*. To support the vision of *Live Well San Diego*, the County of San Diego is committed to providing culturally appropriate and community responsive information and services. This is especially important during the pandemic, and in particular, for those communities and populations most impacted by COVID-19 and other infectious diseases, including tuberculosis.

Deliverables and measurable outcomes in Exhibit A, Statement of Work Section 7 support *Live Well San Diego* visions.

2.3. A Trauma-Informed System. HHSA is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.

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- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g., including clients and staff at all levels in development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

3. Goals and Outcome Objectives

3.1. Goals: Contractor shall provide policy, systems and environmental change support around Health Education, and training, technical assistance, and mini grant funding to build the capacity of school systems to provide standards-based Health Education instruction to students to empower them with the understanding and skills necessary to make informed personal health decisions and contribute to healthier communities.

3.2. Outcome Objectives: Contractor shall achieve the following outcome objectives by May 31, 2023:

3.2.1. Conduct a minimum of seven (7) Health Education Framework Professional Learning sessions.

3.2.2. Provide technical assistance to teachers, administrators, policymakers, students, and other stakeholders through resource curation, dissemination, and development.

3.2.3. Provide mini grants to schools and districts to update health education programming to align to the *California Health Education Framework* in any of the six content areas (See Section 5. Definitions).

4. TARGET POPULATION AND GEOGRAPHICAL SERVICES AREA

4.1. Target Population: Schools and school districts with more than 50% of the students qualifying for Free or Reduced-Price Meals and/or high California Health Places Index (HPI) score and/or other data source that identifies a school or school district as traditionally underserved.

4.2. Geographical Services Area: All activities shall occur within San Diego County.

5. Definitions

5.1. California Health Education Framework: Adopted in May 2019 by the State Board of Education, the purpose of the framework is to offer guidance to teachers of health education that will assist them in addressing significant changes to health instruction as reflected in the 2008 Health Education Standards, as well as more recent key initiative and legislation. https://californiahealtheducation.org/Pages/About-HEF.aspx

5.2. California Health Place Index (HPI): A tool developed by the Public Health Alliance of Southern California in partnership with the Virginia Commonwealth University's Center on Society and Health, that can be used to explore and change those community conditions that predict life expectancy. The purpose of the HPI is to prioritize public and private investments, resources, and programs. https://healthyplacesindex.org/

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5.3. Free and Reduced-Price School Meals: Children from low-income families are eligible for a free or reduced-price school meal through the National School Lunch Program or School Breakfast Program. Participating schools in California receive federal and state funding for each breakfast and lunch served. Children in households with incomes at or below 130 percent of the federal poverty level are eligible for free school meals.

5.4. Mini Grants: Contractor will award funding to public schools and districts to update health education programming to align to the *California Health Education Framework* in any of the following six content areas:

- Nutrition & Physical Activity
- Injury Prevention & Safety
- Growth, Development & Sexual Health
- Mental, Emotional & Social Health
- Alcohol, Tobacco & Other Drugs
- Personal & Community Health

5.5. San Diego Childhood Obesity Prevention Initiative: Formed to engage community partners and assume effective implementation of the strategies outlined in the San Diego County Childhood Obesity Action Plan.

5.6. San Diego County TB Elimination Initiative: Formed to engage community partners and assume effective implementation of the strategies outlined in the San Diego County TB Elimination Initiative Implementation Plan.

6. **General Requirements for Service Delivery:** Sections 6.1 to 6.7 are Centers for Disease Control and Prevention (CDC) Funding Source Guidelines and Sections 6.8 and onward are County of San Diego Guidelines.

6.1. CDC Funding Source Terms and Conditions: This award is based on the application submitted to, and as approved by the CDC on the San Diego COVID-19 Health Disparities Project and is subject to the terms and conditions either directly or by reference in the following:

6.1.1. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.

6.1.2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.

6.1.3. The Department of Health and Human Services (HHS) Grants Policy Statement, including addenda in effect at the beginning date of the budget period, June 1, 2021.

6.1.4. This award is funded by the CDC. Any papers published under the auspices of this award must cite the funding support of this institute.

6.2. Special Terms and Conditions: Identifying Information

6.2.1. Notice of Funding Opportunity (NOFO) Number: CDC-RFA-OT21-2103

6.2.2. Award Number: 1 NH75OT000049-01-00

6.2.3. Statutory Authority: 317(K)(2) OF PHSA 42USC 247B (K)(2)

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6.2.4. Federal Award Identification Number (FAIN): NH75OT000049. Recipients must document the assigned FAIN on each consortium/sub-award issued under this award.

6.2.5. Assistant Type: Project Grant

6.2.6. Applicable Cost Principals: 2CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

6.2.7. CFDA number: 93.391

6.3. Special Terms and Conditions: Award Information

6.3.1. Incorporation: The CDC hereby incorporates NOFO Number CDC-RFA-OT21-2103, entitled National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities, and application dated May 3, 2021, as may be amended, which are hereby made a part of this non-Research award hereinafter referred to as the Notice of Award (NOA). HHS grant recipients must comply with all terms and conditions outlined in their NOA, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable, as well as any requirements or limitations in any applicable appropriations acts. Contractor shall comply with CDC General Terms and Conditions for Non-research awards: https://www.cdc.gov/grants/federal-regulations-policies/index.html

6.3.2. Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by HHS with funds made available under the coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.S. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implantation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf. Further, consistent with the full scope of applicable grant regulations (45 CRF 75.322), the purpose of this award, and the underlying funding, the recipient

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is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

6.3.3. Approved Funding:

6.3.3.1. Total amount of Contractor approved funding: Contractor approved funding is listed on the signature page of the Contract Template. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

6.4. Restricted Costs: Funding Restrictions from the FOA and Cost Limitations are as follows:

6.4.1. Indirect costs are approved and based on a de minimis rate of ten (10) percent of modified total direct costs (MTDC) as defined in 45 CRF Part 75.2, effective June 1, 2021.

6.4.2. Recipients may not use funds for research.

6.4.3. Recipients may not use funds for clinical care except as allowed by law.

6.4.4. Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

6.4.5. Recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.

6.4.6. Reimbursement of pre-award costs are not allowed.

6.4.7. Recipients may not use funds for salaries related to the delivery of patient care or education.

6.4.8. Recipients may not use funds for construction.

6.4.9. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

6.4.10. Other than for normal and recognized executive legislative relationships, no funds may be used for:

6.4.10.1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.

6.4.10.2. The Salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

6.4.11. Lobbying Restrictions: The selected contractor must be aware of and comply with

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the "Anti-Lobbying Restrictions for CDC Awardees" per the following link:

https://www.cdc.gov/grants/documents/Anti-Lobbying-Restrictions.pdf

6.4.11.1. For additional information, see Additional Requirement 12:

https://www.cdc.gov/grants/additional-requirements/index.html

6.4.12. Recipient may not use funds for refreshments costs and childcare expenses. See 2 CFR 200.423 for further information: https://ecfr.io/Title-02/se2.1.200_1432

6.5. Audit Requirement:

6.5.1. Domestic Organizations (including US-based organizations implementing projects with foreign components): An organization that expends $750,000 or more in a fiscal year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC) and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The audit report must be sent to:

6.5.1.1. Federal Audit Clearing House Internet Data Entry System Electronic Submission:

https://harvester.census.gov/facides/(S(Ovkw1zaelyzjibnahocga5iO))/account/login.aspx

6.5.1.2. Procurement & Grants Office, Risk Management & Compliance Activity. Electronic Copy to PGO.Audit.Resolution@cdc.gov

6.5.2. Audit requirements for Sub-recipients: The grantee must ensure that the sub-recipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six (6) months after receipt of the sub-recipient audit report in instances of non-compliance with applicable Federal law and regulations (2 CFR 200 Subpart F and HHS Grants Policy Statement). The grantee may consider whether sub-recipient audits necessitate adjustment of the grantee's own accounting records. If a sub-recipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee shall require each sub-recipient to permit the independent auditor access to the sub-recipient's records and financial statements. The grantee must include this requirement in all sub-recipient contracts.

6.5.2.1. Note: The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

6.6. Federal Reporting Requirement:

6.6.1. Federal Funding Accountability and Transparency Act (FFATA): FFATA applies to new awards that have been made and noncompeting continuations that were issued as new awards on or after October 1, 2010. In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than $25,000. FFATA: http://www.fsrs.gov

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2 CFR Part 170:

http://www.ecfr.gov/cgi-bin/text-idx?SID62c0c614004cOada23cb6552eOadcdc6&node=2:1.1.1.1.4&rgn=div5#_top

6.6.2. Pursuant to A-133 (see Section_205(h) and Section_205(i)), a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

6.6.3. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, subrecipients must disclose in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to the violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

6.7. CDC Funding Source Media Guidelines

6.7.1. Acknowledgment Of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:

6.7.1.1. Percentage of the total costs of the program or project which will be financed with Federal money.

6.7.1.2. Dollar amount of Federal funds for the project or program, and

6.7.1.3. Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

6.7.2. Disclaimer for Conference, Meeting, Seminar Materials and/or publications: If a conference or meeting or seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

6.7.2.1. Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

6.8. Media/Materials/Publications/Presentations

6.8.1. All media/materials/publications/presentations/logos, websites, and any other products developed with these funds shall be the property of the County of San Diego

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and the CDC.

6.8.2. Contractor shall follow the County's and CDC's Attribution Guidelines (provided by the County).

6.8.2.1. Any media developed with these funds shall be reviewed and approved by the County prior to submission or release.

6.8.3. Contractor shall include the County HHSA and Live Well San Diego logos on all media communications, as determined by the County.

6.8.4. All publications, presentations, and media communications (e.g., ads, press kits, flyers, etc.) shall be reviewed and approved by the County prior to placement and publication. Required to notify County a minimum of thirty (30) days in advance.

6.8.5. Press Releases and Media Events: Contractor shall advise the County at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services, if applicable. Notification shall be through email and/or telephone call to the County.

6.8.6. Any recruitment, outreach, and training documents in support of the contract deliverables shall be reviewed and approved by the County prior to submission or release.

6.8.7. Contractor shall ensure that all materials, media, messages, and advertisements are culturally competent, linguistically appropriate and age appropriate to the target population.

6.8.8. Contractor shall align communications, outreach, and engagement activities with the goals and objectives of the *Live Well San Diego* vision.

6.9. Healthy Working Environments

6.9.1. Contractor is encouraged to demonstrate a commitment to employee health and wellness through the provision of healthy working environments to include, but not limited to, smoke-free workplaces, healthy food and beverage options, lactation accommodations, physical activity opportunities, and other key wellness activities.

6.9.2. Contractor is encouraged to send the County copies of any existing policies the Contractor has adopted regarding healthy working environments to include, but not limited to, smoke-free workplaces, access to and promotion of healthy foods and beverages, lactation accommodations, and physical activity opportunities. The County will compile the wellness policies, identify best practices, and will contact Contractor to request permission to share the policies, or a portion thereof, as a best practice.

6.9.3. Contractor shall ensure all facilities utilized for services under the contract are in conformance with the (California) Labor Code specifically relating to smoking in enclosed workplaces (Labor Code Section 6404.5). Additionally, Contractor is encouraged to support and establish smoke-free environments.

6.10. Disaster Services Worker: Contractor's staff shall be available upon request of the Public Health Officer to assist in any necessary tasks during a public health disaster or County emergency state of alert.

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7. Specific Requirements of Services Delivery

7.1. Health Education Training and Technical Assistance

7.1.1. Contractor shall conduct seven (7) Health Education Framework Professional Learning sessions by May 31, 2022.

7.1.1.1. The goal of the professional learning sessions is to build the capacity for teachers, administrators, policymakers, students, and other stakeholders to advocate for and/or provide standards-based Health Education instruction to students to empower them with the understanding and skills necessary to make informed personal health decisions and contribute to healthier communities.

7.1.1.2. Professional learning will assign to the California Health Education Framework and the California Health Education Model Standards in the following content areas:

7.1.1.2.1. Nutrition and Physical Activity

7.1.1.2.2. Mental, Emotional and Social Health

7.1.1.2.3. Growth, Development and Sexual Health

7.1.1.2.4. Injury Prevention and Safety

7.1.1.2.5. Alcohol, Tobacco and Other Drugs

7.1.1.2.6. Personal and Community Health

7.1.1.3. Professional learning sessions will be open to and free of charge to all participants, especially for staff from districts and schools receiving mini grants.

7.1.1.4. Contractor shall submit to the County the list of names and associated districts, school sites and organizations of session attendees 30 days after the completion of each Health Education Framework Professional Learning session and document the participants and districts, school sites and organizations in the Monthly Progress Report (MPR).

7.2. Professional Learning Plan

7.2.1. Contractor shall submit a Professional Learning Plan to the County for review and approval by October 31, 2021. Professional Learning Plan shall include the following elements:

7.2.1.1. Session dates, topics, and instructors

7.2.1.2. Strategies to recruit attendees

7.2.1.3. Materials provided to attendees

7.2.2. Contractor shall implement the approved Professional Learning Plan and submit associated materials, such as meeting agendas and rosters with the MPR.

7.3. Technical Assistance

7.3.1. Contractor shall provide technical assistance to teachers, administrators,

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policymakers, students, and other stakeholders to build their capacity to advocate for and/or provide standards-based Health Education instruction in schools and districts through resource curation, dissemination and development including:

7.3.1.1. Share and promote existing California Health Education Resources

7.3.1.2. Develop and share instructional templates

7.3.1.3. Develop and share model learning activities

7.3.1.4. Share resources developed by mini grants recipients

7.3.2. Contractor shall document technical assistance recipients and activities in MPR.

7.4. Mini Grants

7.4.1. Contractor shall develop mini grant criteria/rubric and submit criteria for County review and approval by January 31, 2022.

7.4.1.1. The purpose of the mini grant is to support public schools and districts to update health education programming to align to the *California Health Education Framework.*

7.4.1.2. Mini grant funding will be used to implement a variety of Health Education pilots and sustainability plans.

7.4.1.3. Implementation strategies will be anchored in Equity, Social Emotional Learning, Universal Design for Learning, and Student and Community Leadership.

7.4.1.4. Funding may be used to support the analysis of local data, participation in professional learning, and curriculum mapping, identifying/writing curriculum, designing assessments, district and/or site collaboration, and other programing to develop the understanding and skills necessary for students to achieve health literacy.

7.4.1.5. Mini grant criteria will include a requirement that applicant schools and districts have more than 50% of the students qualifying for Free or Reduced-Price Meals and/or high California Health Places Index (HPI) score and/or other data source that identifies a school or school district as traditionally underserved.

7.4.2. Contractor shall promote availability of mini grants and collect applications.

7.4.3. Contractor shall award mini grant recipients and submit a list of awardees and grant amounts with the MPR by April 30, 2022, and August 31, 2022.

7.4.4. Mini grant recipients will be required to submit a success story and be available to present with Contractor upon request.

7.5. Coordination and Collaboration

7.5.1. Contractor shall coordinate with programs and coalitions to include, but not limited to, the San Diego Childhood Obesity Prevention Initiative and Live Well Schools to assist in recruitment of mini grant applicants, share best practices, report on progress, advocate for comprehensive K-12 Health Education in schools, and ensure the program does not duplicate services. Activities will be reported in the MPR.

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7.5.2. Contractor shall provide a minimum of one (1) presentation to each of the following by May 15, 2023:

7.5.2.1. San Diego Childhood Obesity Prevention Initiative Leadership Council

7.5.2.2. San Diego Childhood Obesity Prevention Initiative Schools and After-school Domains

7.5.2.3. Summit on Student Engagement and Attendance, with a minimum of two (2) mini grant recipients, upon invitation to present.

7.5.2.4. San Diego County TB Elimination Initiative Advisory Force

7.5.3. Contractor shall collaborate with the County to identify opportunities to coordinate messaging and mitigating misinformation regarding COVID-19 and other infectious diseases, including tuberculosis prevention.

8. Data Collection and Reporting Requirements

8.1. Contractor shall complete and submit the following reports to the County:

8.1.1. Monthly Progress Report (MPR): Contractor shall submit an electronic MPR by the 15th day after the end of the reporting month. County will provide a template format and instructions for the report. The MPR shall include the following:

8.1.1.1. Progress and challenges

8.1.1.2. Documentation of activities completed to meet the goals and objectives of this Agreement to include:

8.1.1.2.1. Name of school districts and schools participating in training or other activities to meet the goals and objectives of this Agreement

8.1.1.2.2. Number of staff receiving training and/or technical assistance to meet the goals and objectives of this Agreement

8.1.1.2.3. Dates, location, and topic of training sessions

8.1.1.3. Additional items as requested by the County.

8.1.2. Success Stories: Contractor shall submit success stories from mini grant recipients electronically by May 15, 2023.

8.1.3. Final Report: Contract shall submit a draft Final Report by April 15, 2023, and submit an electronical Final Report by May 15, 2023, for County review and approval, covering the total contract term. The Final Report shall include the following:

8.1.3.1. Executive Summary

8.1.3.2. Program Accomplishments and Best Practices

8.1.3.3. Status of Agreement Objectives

8.1.3.4. Challenges and Lesson Learned

8.1.3.5. Next Steps and Sustainability Strategies

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8.1.3.6. Any unanticipated or additional accomplishments

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INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.

B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.

C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $4,000,000.

B. Automobile Liability: $1,000,000 each accident for bodily injury and property damage.

C. Employer's Liability: $1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its

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officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers
All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance
Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies
Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations
The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage
County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance
Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

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Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

12. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

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COUNTY CONTRACT 565438
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVIVCES AGENCY
AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
FOR COMPREHENSIVE K-12 HEALTH EDUCATION
EXHIBIT C - PAYMENT SCHEDULE

1. Compensation

Payment for these services described in Exhibit A - Statement of Work is on a fixed price basis after County review and acceptance of original monthly invoice in accordance with the attached Payment Schedule. This project is funded by the Centers for Disease Control and Prevention.

2. Payments

All requests for payment are subject to County Review and acceptance of deliverables and submitted documentation at the time of invoice. Pending any adjustments by the Contracting Officer's Representative, each invoice approved and paid shall constitute full and complete compensation to the Contractor for the invoice.

3. Invoices

3.1. Contractor shall submit monthly invoices to the County by the twentieth (20th) of the month following the deliverables. Invoice template will be provided by the County.

3.2. Invoices shall be submitted electronically to a County email address that will be provided by the County.

3.3 Invoices shall contain the following certification:

I certify, under penalty of perjury under the laws of the State of California, that no employee providing services under the terms and conditions of this contract is currently listed on the federal System for Award Management (SAM), the federal Health and Human Services Office Inspector General List of Excluded Individuals/Entities (LEIE), or the State of California Medi-Cal Suspended and Ineligible list.

I certify that the above deliverables and/or service were delivered and/or performed specifically for this contract in accordance with the terms and conditions set forth therein.

Authorized Representative:

_____ _____ _____
Printed Name *Signature* *Date*

4. Payment Schedule - Attached

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AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
FOR COMPREHENSIVE K-12 HEALTH EDUCATION
EXHIBIT C - PAYMENT SCHEDULE

Year 1 (Date of Award - May 31, 2022)

Pay Point	Exhibit A - Statement of Work Pay Point Description	Required Documentation	Due Date	Total Amount
1	Submit Professional Learning Plan	Plan	10/31/2021	200,000.00
2	Conduct Health Education Framework Professional Learning Session 1	Agenda and Roster	5/31/2022	50,000.00
3	Conduct Health Education Framework Professional Learning Session 2	Agenda and Roster	5/31/2022	50,000.00
4	Conduct Health Education Framework Professional Learning Session 3	Agenda and Roster	5/31/2022	50,000.00
5	Conduct Health Education Framework Professional Learning Session 4	Agenda and Roster	5/31/2022	50,000.00
6	Conduct Health Education Framework Professional Learning Session 5	Agenda and Roster	5/31/2022	50,000.00
7	Conduct Health Education Framework Professional Learning Session 6	Agenda and Roster	5/31/2022	50,000.00
8	Conduct Health Education Framework Professional Learning Session 7	Agenda and Roster	5/31/2022	50,000.00
9	Submit Mini Grant criteria	Criteria and Scoring Rubic	1/31/2022	450,000.00
10	Award Mini Grants	List of awardees and amounts	4/30/2022	400,000.00
11	Submit Year 1 Summary Report	Year 1 Report	5/31/2022	100,000.00
Year 1 Maximum Total				**1,500,000.00**

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COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVIVCES AGENCY
AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
FOR COMPREHENSIVE K-12 HEALTH EDUCATION
EXHIBIT C - PAYMENT SCHEDULE

Year 2 (June 1, 2022 - May 31, 2023)

Pay Point	Exhibit A - Statement of Work Pay Point Description	Required Documentation	Due Date	Total Amount
1	Award Mini Grants	List of awardees and amounts	8/31/2022	400,000.00
2	Conduct presentation to community group	Agenda and Presentation	5/15/2023	50,000.00
3	Submit Year 2 Summary Report	Year 1 Report	5/15/2023	50,000.00
Year 2 Maximum Total				**500,000.00**

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SDCOE Health Education Framework Professional Learning
Description, Dates and Registration Links

DESCRIPTION

The SDCOE Health Education Framework Professional Learning Series includes:

- Session 1: California Health Education Framework Overview
- Session 2: Nutrition & Physical Activity **AND** Mental, Social & Emotional Health
- Session 3: Growth, Development & Sexual Health **AND** Injury Prevention & Safety
- Session 4: Alcohol, Tobacco & Other Drugs **AND** Personal & Community Health

Each session requires completion of an online module (approx 90 minutes) prior to the scheduled synchronous session. The online module will be emailed to you a week before the synchronous meeting.

All sessions are **FREE** as a result of funding from San Diego County Health and Human Services Agency.

DATES and LINKS TO REGISTER

The required professional learning series are being offered at the following dates and times:

- Spring 2022 Series (March 2, March 23, April 6 and April 19)
  - Session 1: March 2, 3:30 - 5:30
  - Session 2: March 23, 3:30 - 5:30
  - Session 3: April 6, 3:30 - 5:30)
  - Session 4: April 19, 3:30 - 5:30

- Summer 2022 Series (July 11, July 12)
  - Session 1: July 11, 8:30 - 10:00
  - Session 2: July 11, 10:30 - noon
  - Session 3: July 12, 8:30 - 10:00
  - Session 4: July 12, 10:30 - noon

- Fall 2022 Series (October 4, October 18, November 1, November 15)
  - Session 1: October 4, 3:30 - 5:30
  - Session 2: October 18, 3:30 - 5:30
  - Session 3: November 1, 3:30 - 5:30
  - Session 4: November 15, 3:30 - 5:30

Please encourage those attending the professional learning series to register at least a week ahead of time to receive the online modules and Zoom Links necessary to participate.

SDCOE Health Education Framework Quarterly Meetings
Description and Dates

DESCRIPTION

All recipients of SDCOE K-12 Comprehensive Health Education Grant funding are required to have at least one representative attend each **SDCOE Health Education Framework Quarterly Meeting**.

In addition to sharing updates re: and management and reporting associated with the funding, it will also provide an opportunity to develop a Community of Practice (CoP) for grantees to share:

- Resources
- Challenges
- Promising practices
- Success stories
- Much, much more!

DATES and Zoom Links

The required Quarterly Meetings will take place at the following dates and times:

- April 19, 2022: 9:00 - 10:00
- July 19, 2022: 9:00 - 10:00
- October 18, 2022: 9:00 - 10:00
- January 17, 2023: 9:00 - 10:00
- April 18, 2023: 9:00 - 10:00

All meetings will be virtual. Attendees can access the meeting via the following Zoom Link https://sdcoe.zoom.us/j/85015046215.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR 2021-2022

BACKGROUND INFORMATION:

The San Diego County Office of Education (SDCOE) agrees to act as the funding agency for the After School Education and Safety Program. SDCOE will provide and maintain files for the Memorandum of Agreement (MOA), distribute funding allocations, collaborate with all members to ensure program goals are met and fiscal information is shared. The District agrees to follow all fiscal reporting and auditing standards required of the ASES program, in accordance with the provisions of the California Education Code (EC) sections 8482-8484.65.

For fiscal year 2021-2022, the MOA delineates the amount each school is to receive and when the funding will be received. The District would like to continue receiving these services for the Before and After School Programs provided by YMCA of San Diego County at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar Middle and Ocean View Hills Schools.

ASES Grant award amount: $1,055,308.99 minus 2% of grant for SDCOE's coordination, training, technical assistance, and administrative support ~ $21,106.18 = $1,034,202.81.

RECOMMENDATION:

Approve/Ratify the Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) Program grant award in the amended amount of $1,055,308.99 for all school sites during school year 2021-2022.

LCAP GOAL AND ACTION/SERVICE:

Goal #3: School Culture and Student Engagement, Action #10: Continue to employ a Coordinator Full-Service Community Schools/ASES to coordinate ASES, 21st century programs, Promised Neighborhoods Grant, and Pathways Enrichment Program and leverage community partnerships to support families in need with access to wrap around services to increase student academic achievement and social emotional wellbeing for all students including unduplicated students.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Grant Award:	
$1,055,308.99	ASES Grant Award
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) is entered into and effective as of the 1st day of July 2021 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **San Ysidro School District** (herein known as "District") who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the California Education Code (EC) sections 8482-8484.65. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to the District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. SCOPE OF SERVICES: GENERAL CONDITIONS

A. DISTRICT ASSURANCES

ASES Priority Enrollment

1. Priority for enrollment of students in a before or after school program must be prioritized in the following order:

    A. Homeless Youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a). [8483(c)(1)(A); 8483.1(d)(1)(A)] Homelessness is defined as one or more of the following situations:
        a. Emergency or transitional shelter
        b. Hotel or Motel
        c. Unsheltered (i.e., cars, parks, garage, campgrounds)
        d. Temporarily with another person or relatives due to economic hardship or loss of housing (i.e., eviction, inability to pay the rent, destruction of home, illness, loss of employment, etc.)
        e. Unaccompanied youth not living with parent or guardian
        f. Substandard housing (i.e., no water or electricity; health or safety risks)
    B. Foster Youth, as designated through a juvenile dependency court petition [8483(c)(1)(A); 8483.1(d)(1)(A)]
    C. Youth Eligible for Free or Reduced-Priced Meals, as defined yearly in the CDE Student Poverty FPM Data report [8483(c)(1)(A); 8483.1(d)(1)(A)]
    D. Youth that Participate in the Full Day of the Program Every Day [8483(a)(2)]

2. A program shall inform the parent or caregiver of a pupil of the right of homeless children, foster children, and children eligible for free or reduced-price meals to receive priority enrollment and how to request priority enrollment. [8483(d); 8483.1(e)]

ASES Program Operation and Attendance Requirements:

After School

1. The After School program will begin operation immediately upon the conclusion of the regular school day and operate a minimum of 15 hours per week (minimum of three hours per day) and at least until 6:00 p.m. on every regular school day. [8483(a)(1)(A)(i)]
2. The After School program will establish a reasonable early daily release of students from the program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, early release time, and reason for the early release for their student. Programs operating in a community where the early release policy does not meet the unique needs of that community or school, or both, can provide documentation of an alternative plan and request approval from the SDCOE. [8483(a)(1)(B)]
3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the early release policy. [8483(a)(2)]
4. To develop an age-appropriate program, for middle or junior high school students, a flexible attendance schedule may be implemented. [8483(a)(3)]

Before School Program

1. The Before School program will operate at least one and one half hours (1 1/2) per regular schoolday. [8483.1(a)(1)]
2. The Before School program will establish a reasonable late arrival policy and procedure for students arriving late to the Before School program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, late arrival time, and reason for the late arrival for their student. [8483.1(a)(1)]
3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the late arrival policy. [8483.1(a)(2)(A)]
4. A student who attends less than one-half of the daily program hours cannot be counted for attendance purposes. [8483.1(a)(2)(B)]
5. To develop an age-appropriate program, for middle or junior high school students, a flexible schedule may be implemented. [8483.1(a)(3)]

Before and After School Supplemental Program

1. During summer, intersession, or vacation periods, supplemental programs must operate a minimum of four and one-half (4 ½) hours per day. [8483.2]

Attendance Requirement

The goal for each District ASES program site is to meet 100% of the daily attendance goals (ADA) based on the grant amount awarded. To ensure that subsequent ASES grant awards will

not be adjusted due to insufficient program attendance and performance, District must enforce the grant rules in compliance with California Education Code 8483.7 (a) (1) (A) which states that "each school that establishes a program pursuant to this article is eligible to receive a three-year after school grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years."

CDE is authorized, under EDC 8483.7 to conduct a review of the program and make grant funding adjustments should ASES program sites fail to maintain specific attendance levels. Specifically,

1. Any ASES program that falls below target attendance levels by more than 15 percent in each of two consecutive years may be adjusted. [8483.7(a)(1)(C)(ii)]
2. Any ASES program that falls below 75% of target attendance levels in any year of the grant may be adjusted. [8483.7(a)(1)(D)(ii)]

As per EDC 8483.7(a)(1)(B), the California Department of Education (CDE) provides technical support through the System of Support for Expanded Learning (SSEL) to programs experiencing student attendance below minimum requirements.

General Program Requirements:

The intent of the Legislature as enacted is to provide programming that focuses on "developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences". [8482.1(a)] To ensure the District develops ASES programming consistent with this intent, the following requirements are in place for FY 2021-22:

1. The District shall identify a qualified District Contact to be the direct liaison between the ASES program and the County, attending all monthly San Diego Expanded Learning Consortium meetings. For purposes of this document, the term "qualified" describes the District Contact's ability to have access to paths of communication with District Administration to enable the success of their duties and to ensure quality programs that comply with California Education Code 8482-8484.65. In this regard, the role of the District Contact includes:
   a. General program oversight
   b. Programmatic development
   c. Compliance responsibility
   d. Reporting responsibility
2. The District shall provide a detailed program design plan for their overall vision of the ASES Program. The ASES program design plan shall be a fluid document capturing the changes in programming throughout FY 2021-22 and updated as necessary to provide an accurate reflection of programming. Initial District Program Design Plan information must be uploaded to Cityspan no later than October 30, 2021.
3. The District shall work with program sites to develop an individualized scope and sequence and schedule that aligns with the overall District vision.

4. The District shall ensure that each ASES program shall consist of an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science. [8482.3(c)(1)(A)]
5. The District shall ensure that each ASES program shall consist of an educational enrichment element that may include, but not limited to, fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests. [8482.3(c)(1)(B)]
6. The District shall ensure that their ASES programs are "planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and county parks and recreation departments, local law enforcement, community organizations, and the private sector". [8482.5(b)]

Web-Based Attendance and Daily Attendance Accountability Requirements:

The District is required to maintain attendance documentation for the ASES program as follows:

1. The District's ASES program must follow the County attendance collection process to include entering complete student enrollment information, including the State Student Identifier (SSID) number.
2. In FY 21/22 District receiving ASES funds must implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
3. District shall fully utilize the "*Automated Card Scanning"* capability for the system. The *Cityspan Web-Based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B) and the intent of the Early Release/Late Arrival policies for students in the ASES program.
4. Use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with EDC Section 8483(a)(1)(A)(i) and EDC Section 8483(a)(1)(B).
5. District ensures that there is a process for monitoring site-level attendance procedures.
6. District will identify and ensure participation by key staff members in professional development provided by the County for implementation of attendance collection processes and procedures.

Staffing Requirements

All ASES program sites are required to comply with the staffing requirements outlined in California Education Code 8483.4. These include:

1. District 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 the District."

2. All ASES programs must maintain a pupil-to-staff member ratio of no more than 20 to 1.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it will provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened including, but not limited to, health screening, including tuberculosis and COVID-19 screenings, fingerprint clearance, and any other screening to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.
6. District must provide evidence during audit or FPM to verify that staff minimum qualifications are met. District acknowledges that, by agreeing to this Memorandum of Agreement, the District waives their right under EDC 45274 and must provide evidence of minimum qualifications including, but not limited to, examination records and scores, and transcripts.

State-Mandated Data and Evaluation Requirements

All Districts must participate in the state Annual Outcomes Evaluation process and the County's CQGrowth process in accordance with EDC 8484. Specifically,

1. District must participate in a statewide evaluation process as determined by the CDE and provide all required information, including state student identifiers.
2. District must respond to additional surveys or other methods of data collection that may be required throughout the duration of the program in a timely manner.
3. District must annually provide participating pupils' regular school day and program attendance and test results as required by CDE in a timely manner.
4. District must ensure the timely and accurate collection of data required to conduct the ASES program evaluations, including but not limited to, Annual Performance Reports.
5. District must participate in the County process for Continuous Quality Improvement to include solicitation of feedback, participation in survey requests, and regular attendance at District Contact meetings. For FY 2021-22, the Continuous Quality Improvement theme is communication and collaboration.
6. For FY 2021-22 the District will participate in the ASES CQI process to include:

   Quarter 1-2
   - Complete the District Program Plan in Cityspan which describes:
     - How the program plan was developed and how students were involved
     - How the program plan is shared with teachers, administrators, students, parents, and other stakeholders
     - How the program is marketed and promoted to students
     - Link supportive documents through the Resource Link in Cityspan

Quarter 3-4

- Review available data uploaded to the QAP section in Cityspan. This includes:
  - District communication map
  - District mission, vision, purpose
  - Stakeholder surveys (student, parent, administrator, teacher)
- Administer the QAP Initial Survey provided by the SDCOE to program sites. Hold a QAP Data Review Meeting prior to May 30, 2022 with program sites. The SDCOE will provide Districts with the QAP Data Review process which includes:
  - Program site review of available data
  - District communication of vision, mission, and purpose
  - Outline of tasks to include:
    - Development of site-level mission, vision, and purpose statement aligned to District's mission, vision, and purpose
    - Development of site-level communication map
    - Upload documentation of QAP Data Review Meeting in Cityspan
- Attend the SDCOE Quality Standards Training in March 2022

Student Reimbursement Rate, Payment, and Program Expenditure Guidelines

1. District will distribute allocated funds to participating schools and ensure fiscal accountability in accordance with EDC 8482-8484.65. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of $10.18 per student per day for PM (ASES) reimbursement and a rate of $6.78 per student per day for AM (Before School) reimbursement.
2. District will allow participation of any student of a participating school regardless of their ability to pay. [8482.6]
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the County in accordance with EDC 8483.8.
4. District will ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code.
5. Failure to comply with EDC 8483.7(a)(1)(B)(i) and 8483.7(a)(1)(C)(ii) and may result in an adjustment of the ASES grant award during the current fiscal year or in subsequent years of the grant.

Federal Program Monitoring and Annual Program Audit Guidelines.

1. District will follow all fiscal and auditing standards required by the EDC 8482.3(f)(5); 8484.8(b)(3)(4).
2. District will provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to County relative to the administration of the ASES Grant

Requirements per EDC Sections 8482-8484.65 and the 2021-22 Guide for Annual Audits of California K-12 Local Education Agencies and State Compliance Reporting
3. District will participate in Federal Program Monitoring (FPM) training as conducted by the County.

Budget Restrictions

1. No more than 15% of grant funding may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate). [8483.9(b); 8483.9(a)(2)]
2. Each grantee must expend at least 85% of grant funding directly for pupils. [8483.9(c)]
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program. District is required to submit the 33% Match/In-Kind via the Cityspan Web-based Attendance and Fiscal Management System by December 31, 2021. No more than 25% of the required local contribution can be facilities or space usage. [8483.7(a)(6); 8433.75(a)(4)]
4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service. [8483.7(7)(B)(b); 8483.75(5)(B)(b)]
5. The District maintains an inventory record for each piece of equipment, with a total acquisition cost of $500 or more per unit that is purchased with state and/or federal funds. Also, the District must conduct a physical check of the inventory of equipment, at least, every two years and reconcile with inventory records (34 CFR 80.32(d)(2)). District will also be required to report all Inventory Items via the Cityspan Web-based Attendance and Fiscal Management System by December 31, 2021. [35168]
6. The record describes the acquisition by:
    a. Type
    b. Model
    c. Serial number
    d. Funding source
    e. Acquisition date
    f. Cost
    g. Location
    h. Current condition
    i. Transfer, replacement, or disposition of obsolete or unusable equipment [35168; 5 CCR 3946; 34 CFR 80.32(d) (I).)
7. District must follow all fiscal and auditing standards required. [8482.3(f)(5); 8484.8(b)(3); 8484.8(b)(4)] District can be required to provide copies of the following documents to SDCOE:
    - Before and ASES Program (EXLP) contracts – for ASES subcontracts to provider agencies that operate Before and/or ASES Programs.
    - EXLP duty statements and/or job descriptions that are related to the cost that are associated with operating the EXLP.
    - EXLP line item budgets.
    - EXLP time accounting, including time accounting methods.

9. The District will be required to submit the 2021-22 85/15 report via the ***Cityspan Web-Based Attendance and Fiscal Management System*** no later than October 30, 2022.
10. District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of $5,000 (tax included) or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency. The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR),* Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

Additional ASES Program Operation Requirements

1. If the site is not located on a school campus, it must align the educational and literacy component of the program with the regular school program. Offsite programs will not be approved unless safe transportation is provided by the District or designee. [8484.6]
2. Provide an afterschool snack/meal or before school meal that conforms to nutrition standards as established by the U.S. Department of Agriculture. It is the intent of the Legislature that ASES programs seek to qualify program sites as approved distribution sites for federally funded after school snacks or meals rather than using core operating funds. [8483.1(c); 8483.3(c)(8); 8483.95]
3. Provide notices, reports, statements, and records sent to parents in any primary language other than English if more than 15 percent speak a single primary language other than English. [48985]
4. Communicate and collaborate with the regular school day program.
5. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
6. Notify the County in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
7. Host scheduled technical assistance site visits conducted by staff from the County and the Children's Initiative.
8. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.

As the official Grantee of Record, the County will provide the following:

1. In coordination with District, inform statewide ASES efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and ASES Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations, and the private sector in ASES issues and efforts.

3. Serve as the fiscal, technical, and program liaison between the Districts, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations, and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare quarterly, semi-annual, and annual progress reports and submit to CDE by the required deadlines.
10. Provide funding notification and payment distribution to Districts in a timely manner.
11. Ensure that program goals are met efficiently and effectively.
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
14. Convene, in coordination with the District, meetings of ASES stakeholders, as necessary.
15. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
16. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the County's ASES funded before and after school programs.
17. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the System of Support for Expanded Learning and the Children's Initiative.
18. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members and participating districts.
19. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
20. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products, and support.
21. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting ASES programs.
22. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education, and document upload to the CDE Compliance Monitoring Tool (CMT).

B. TERMS AND CONDITIONS OF GRANT AWARD

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program.

2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of California Education Code (EDC) sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. The grantee shall use these funds in accordance with the approved application.
6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the County shall reduce any subsequent allocations by the amount equal to the overpayment [8483.8]
7. If an ASES program site stops program operations, the County will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT BY JANUARY 15, 2023 MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY FEBRUARY 15, 2023 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE ADJUSTMENT OF ANY SUBSEQUENT YEARS' GRANT (S).**
10. District shall comply with the General Conditions and District Assurances specified in this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

CDE GRANT NO. 37-24239-10371-EZ **FY 21/22**: **PCA**: 24239
VENDOR NO. 10371: **SUFFIX NO**. EZ

2. TERM OF AGREEMENT

According to the terms of the ASES Program (ASES) grant, this Agreement shall be effective from the period commencing July 1, 2021, and ending December 31, 2022, unless sooner terminated by the County as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, the District shall return to the County any and all equipment, documents or materials and all copies made thereof which the District received from the County or produced for the County for the purposes of this Agreement.

3. TERMINATION

FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:

    a) Immediately discontinue all services affected (unless the notice directs otherwise) and

    b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is for the convenience of the County, District shall submit a final expenditure report within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.

3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:

    a) Immediately discontinue all services affected (unless the notice directs otherwise) and

    b) Deliver to the County all information and material as may have been involved in the

provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

4. COMPENSATION AND REIMBURSEMENT

The After School Education and Safety Programs (ASES) are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in California Education Code 8482.4:

> "The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met."

The County will retain 2% of grant funds for countywide program coordination, technical assistance, and program support, as agreed herein and this should not be reported in the district expenditure report.

Program funds will be dispersed to District based on the reimbursement schedule cited above in California Education Code 8482.4. The District's annual ASES allocation(s) **shall not exceed $1,055,308.99**

District will ONLY report expenditures up to **$1,034,202.81** (98% of grant award) and will receive up to a total of $1,034,202.81 if the district expends all their grant allocation and is in compliance with all grant requirements. NOTE: For FY 2021-22, the CDE has extended the expenditure reporting period through Quarter 5 (October 31, 2022) and Quarter 6 (December 31, 2022).

GRANT AMOUNTS MAY BE ADJUSTED by the CDE at any time for the following reasons:

- Non-operation of program
- Non-operation of a funded grant component
- District's inability to expend the total grant award by the December 31, 2022 final expenditure deadline
- Audit Findings or Program Compliance issues

NOTE: A reduction of grant award or repayment of expended ASES funding due to any of the conditions listed above WILL BE PAID BY DISTRICT.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

5. CONFIDENTIAL RELATIONSHIP

The County may from time to time communicate to District certain information to enable District to effectively perform the services. District shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the County. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of District, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of District without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to District by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

District shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the County. In its performance hereunder, the District shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. PUBLIC RECORDS ACT

District acknowledges that the County is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The County acknowledges that the District may submit information that the District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). District acknowledges that the County may submit to the District information that the County considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. OWNERSHIP OF DOCUMENTS

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for the County shall be the property of the County and shall be delivered to the County by the District upon demand.

Services provided to the County, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; District's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the District will remain the exclusive property of the District.

8. FUND AVAILABILITY

Funding of this Agreement, if funded by the County, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of the District. In the event the funds are not available by operation of law or budget determination, the County shall have the exclusive right to withhold funding.

9. DATA PRIVACY AND PROTECTION

All County content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the County.

All content/data created by the County or by its students or personnel using the service(s) provided by the District pursuant to this Agreement will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District's records.

The District will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the County's student and personnel information will not be undertaken without the express, written consent of the County.

The District certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility

- all server systems have been hardened with industry standard recommended measures for security protection

The District will notify the County within 24 hours of the District discovering an unauthorized access or disclosure of County data.

The District and the County will work together to ensure compliance with FERPA regulations as applicable.

10. NO ASSIGNMENTS

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which the County, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. AUDIT

District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the state of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. INDEPENDENT DISTRICT

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent District and not as an officer, agent, or employee of the County. Except as the County may specify in writing, District shall have no authority express or implied, to act on behalf of the County in any capacity whatsoever as an agent. District shall have no authority, express or implied, to bind the County to any obligation whatsoever.

13. INSURANCE REQUIREMENTS

District must ensure that it shall maintain Public Liability and Property Damage Insurance to protect them and the County from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:	
General Liability	**$1,000,000**
Bodily Injury and	Amount
Comprehensive form - Property Damage	
Products/Completed	
Operations	

Auto Liability Bodily Injury and Comprehensive form - Property Damage Owned, Non-owned Hired Combined	**$1,000,000/$300,000** Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

14. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the County the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

15. TUBERCULOSIS CLEARANCE

District shall certify in writing that District's employees, volunteers, and subcontractors receive clearance for TB. In such cases where the District does not have in-person contact with students, the District shall not be required to obtain TB clearance.

16. PUPIL SAFETY / SCHOOL SAFETY ACT

The County Program Manager/Director has determined that the District will have greater than limited contact (including electronic contact) with pupils and the District shall require their employees, including the employees of any District school site, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45125.1.

17. INDEMNIFICATION

To the fullest extent allowable by law, District agrees to hold harmless, defend, and to indemnify the County, accept any and all responsibility for loss or damage to any person or entity, including the County, and to indemnify, hold harmless, and release the County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including District, that arise out of, pertain to, or relate to the District's or its agents', employees', Districts', subDistricts', or invitees' performance or obligations under this Agreement. District agrees to provide a complete defense for any claim or action brought against the County based upon a claim relating to such District's

or its agents', employees', Districts', subDistricts', or invitees' performance or obligations under this Agreement. District's obligations under this Section apply whether or not there is concurrent negligence on the County's part, but to the extent required by law, excluding liability due to the County's conduct. The County shall have the right to select its legal counsel at District's expense, subject to District's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

18. TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

19. NOTICES

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Brittany Mabe, Director
Expanded Learning & Community Engagement
6401 Linda Vista Road
San Diego, CA 92111

With copy to: Deputy Superintendent/Chief Business Officer
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

DISTRICT: San Ysidro School District
ATTN: Cynthia Monreal González
4350 Otay Mesa Road
San Ysidro, CA 92173

20. AMENDMENT

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the County and by a duly authorized representative of the District.

21. GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

22. MEDIATION

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

23. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit A to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, the District and any subcontractor(s) shall comply with all applicable rules and regulations to which the County is bound by the terms of such fiscal assistance program.

24. DEBARMENT, SUSPENSION OR INELIGIBILITY CLAUSE

By signing this Agreement, the District certifies that the District, and any of its principles and/or subcontractors:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. District certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. AUTHORIZATION TO PERFORM SERVICES

District is not authorized to perform services or incur costs under this agreement until executed by both the District and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

26. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

27. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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 DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
_____	_____
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	Marilyn Adrianzen
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	Chief Business Official
Title	Title
_____	_____
Date	Date

Board approved/ratified:

EXHIBIT A

COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education ("SDCOE") 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 SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
   a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
   b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
   c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
   d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.

2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.

3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at

SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.

4. 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.

5. 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 Exhibit A shall prevail.

updated 03/22



San Diego County Office of Education
FUNDING STATUS PER SCHOOL
2021-2022

Grant Number	District Name	CDSCode	School Name	School	Sub Program	Amount Awarded
37-24239-10371-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	After School Base	$152,612.13
37-24239-10371-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Base	$20,273.86
37-24239-10371-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Supplemental	$2,207.25
37-24239-10371-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Base	$154,151.79
37-24239-10371-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Base	$14,074.23
37-24239-10371-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Supplemental	$1,600.50
37-24239-10371-EZ	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	After School Base	$51,280.27
37-24239-10371-EZ	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	Before School Base	$5,632.54
37-24239-10371-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Base	$152,612.13
37-24239-10371-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Base	$23,868.53
37-24239-10371-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Supplemental	$1,089.97
37-24239-10371-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	After School Base	$152,612.13
37-24239-10371-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	Before School Base	$29,797.39
37-24239-10371-EZ	San Ysidro Elementary	37683790137737	Vista Del Mar	M	After School Base	$89,454.36
37-24239-10371-EZ	San Ysidro Elementary	37683790137737	Vista Del Mar	M	Before School Base	$14,074.23
37-24239-10371-EZ	San Ysidro Elementary	37683790137737	Vista Del Mar	M	Before School Supplemental	$249.78
37-24239-10371-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	$152,612.13
37-24239-10371-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Base	$36,138.55
37-24239-10371-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Supplemental	$967.22
					TOTAL GRANT AMOUNT	**$1,055,308.99**
					GRANT AMOUNT, LESS 2%	**$1,034,202.81**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR INTERN CREDENTIAL PROGRAMS

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with the San Diego County Office of Education (SDCOE) for the purpose of employing individuals on the basis of an intern credential. The District acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring interns. Intern programs are the result of a partnership between the institution who prepares teachers and the employer. This three-year agreement shall become effective as of July 1, 2022 and shall expire June 30, 2025.

RECOMMENDATION:
Approve the agreement with the San Diego County Office of Education (SDCOE) for the purpose of providing employment to individuals on the basis of an intern credential.

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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

INTERN AGREEMENT

This Agency Agreement ("Agreement") is entered into between the **San Diego County Superintendent of Schools**, (hereinafter, "SDCOE") and the San Ysidro School District (hereinafter, "District" or "Employing Agency") (collectively, "Parties").

RECITALS

WHEREAS, teacher intern programs are a partnership between the California Commission on Teacher Credentialing (CTC), approved Program Sponsor and the California Employing Agency that elects to employ an individual on the basis of an intern credential;

WHEREAS, SDCOE is a CTC-approved Program Sponsor and District is an Employing Agency that elects to employ individuals on the basis of an intern credential;

WHEREAS, District acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring interns, and interns meet the *Every Student Succeeds Act* (ESSA) regulations and definitions, and the interns will be placed in a classroom to teach a subject area compliant with their district intern credentials;

WHEREAS all parties are aware that intern credentials are limited to an EL authorization that satisfies requirements for Specially Designed Academic Instruction Delivered in English (SDAIE) and do not satisfy requirements to teach ELD in a departmentalized setting;

WHEREAS, the supervision and support of interns is the responsibility of both the Program Sponsor and the District;

WHEREAS, SDCOE and District agree to partner together to provide the Teacher Effectiveness and Preparation (TEP) Intern Program for eligible teachers working in the District;

WHEREAS Intern programs are the result of a partnership between the institution who prepare teachers (SDCOE) and the employer. Pursuant to Section 80033 of Title 5 of the California Code of Regulations (C.C.R.), every approved intern program must have a signed agreement between the District and the SDCOE detailing the support and supervision that will be provided to interns. CTC states that the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The combination of employer-provided support and mentoring, and program supervision provided to the intern, should be a minimum of 2-4 hours per week. (CTC, PSC 3C-22)

ACCORDINGLY, IT IS HEREBY AGREED between the parties hereto as follows:

1. **TERM:** This THREE-YEAR agreement shall become effective as of July 1, 2022 and shall expire June 30, 2025.

2. **RESPONSIBILITIES OF THE PARTIES:**

2.1 DISTRICT OR EMPLOYEE AGENCY

a. The Employing Agency will assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person with the SDCOE TEP District Intern Program.
b. At the time of hiring an intern teacher, the Employing Agency will identify a mentor teacher and allocate additional personnel if needed to provide on-site support for the intern.
    i. The mentor teacher and additional personnel working with the intern shall possess a Clear or Life Credential in the same areas as the intern, have a minimum of three years of successful teacher experience, and have an English Language Authorization.
    ii. The Employing Agency shall determine the terms of employment for the mentor teacher and additional personnel. It is at the discretion of the Employing Agency to determine if the mentor teacher and additional personnel receive compensation, and, if so, compensation is the responsibility of the Employing Agency.
    iii. To meet the CTC and 5 CCR § 80033 requirement of 144 hours of required support and supervision per year, the District will ensure that the intern receives a minimum of 50 hours of support (no less than 5 hours per month) with the mentor teacher and an additional 100 hours with additional personnel per year. Support may include, but is not limited to, weekly planning of curriculum and assessments, coaching in the classroom, problem-solving regarding student issues, lesson planning based on student data analysis and professional learning communities. The intern and on-site mentor will be responsible for documenting hours of support provided by the Employing Agency.
    iv. For those interns who do not already have an English Language Authorization from a current California credential or passing score on the California Teacher of English Learners ("CTEL") exam, the Employing Agency will ensure that the intern receives an additional 25 hours of the required 45 hours per year related to working with English Learners. (For additional ideas for support, see CTC Professional Services Committee ["PSA"] 13-06 Appendix B.)
    v. The mentor teacher and additional personnel should be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, including assessing language needs and progress, and supporting making content instruction accessible for English Learners, e.g. through in-classroom modeling and coaching as needed.
    vi. The Employing Agency will ensure there is protected time for the mentor and additional personnel to work with the intern within the school day and school week.
    vii. The onsite mentor will receive a minimum of 10 hours of training per CTC requirement from the Program Sponsor, part of which may be provided by the Employing Agency with evidence provided to the Program Sponsor.
c. As defined in Education Code Sections 56031, 56360, and 56361, for Education Specialist candidates' experiences will reflect the continuum of special education services provided from 0-22 to meet the diverse needs of students with a broad range of service delivery options, to include general education settings. Opportunities for

experiences in additional classrooms will be provided at candidates' school site or district/agency.

d. The Employing Agency will advise site administrators regarding inappropriate assignment of interns to extremely challenging / complex teaching assignments
e. The Employing Agency will advise site administrators that TEP intern candidates require a timely departure from school campus on the days that they are attending TEP classes.
f. The Employing Agency will minimize extra duty assignments for TEP intern candidates.
g. The Employing Agency will provide internet access to visiting TEP program personnel.
h. The Employing Agency will support and assist the interns who must meet the video-recording requirement for CalTPA Cycle 1 and Cycle 2, and required fieldwork assignments, including permission slips.
i. If appropriate, the Employing Agency will assist the SDCOE TEP District Intern Program Accounts Manager to establish monthly payroll deduction for the intern or encourage hired interns to make other payment arrangements to make sure their program tuition stays current.
j. The Employing Agency will provide evaluation data as requested by the CTC and the SDCOE TEP District Intern Program, including survey completion, demographic and/or retention information.
k. The Employing Agency will release SDCOE TEP District Program intern teachers to participate in 2 half-days per year of professional development observations as part of in-kind match to fulfill program standards related to experiencing diverse settings and a variety of service delivery models.
l. The Employing Agency will apply all TEP units earned for the advancement of the candidate on the district salary when the preliminary credential is granted as per ED CODE 44327.
m. If necessary, if the intern's site is located outside the local area of SDCOE (e.g. more than 45 minutes away), the Employing Agency may be asked to assist in identifying a Field Supervisor for the intern.

2.2 PROGRAM SPONSOR PROVIDED BY SDCOE

a. The Program Sponsor will provide administration, management, and coordination of the TEP District Intern Program as approved by CTC.
b. The Program Sponsor shall provide training to administrators to acquaint them with TEP District Intern Program goals, requirements for participants, and administrator responsibilities.
c. The Program Sponsor shall identify a Field Supervisor and allocate additional personnel if needed to provide on-site support for the intern.
    i. The Field Supervisor and additional personnel working with the intern shall possess a Clear or Life Credential in the same area as the intern, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
    ii. The Program Sponsor shall provide appropriate orientation and training for the Field Supervisor and additional personnel, including, but not limited to, characteristics of coaching, time and frequency of visitations, Teaching Performance Expectations (rev. 2018), both universal and credential specific, and process for documenting observations and evaluation of the intern.

iii. The Program Sponsor will ensure that the intern receives a minimum of 40-50 hours of support from the Field Supervisor (16 to 20 visits each year), and at least 8 formal observations each year. Support may include, but is not limited to, reflecting on the candidate's planning of curriculum and assessments, coaching within the classroom, analyzing instruction with reference to the Teaching Performance Expectations, and problem-solving regarding student issues. The intern and Field Supervisor will be responsible for documenting hours received from the Program Sponsor, e.g., administrators, instructors, and additional personnel.

iv. For those interns who do not already have English Language Authorization from a California credential or passing score on the CTEL exam, the Program Sponsor will ensure that the intern receives an additional 20 hours of in-classroom coaching specific to the needs of English Learners from the Field Supervisor and additional personnel.

d. The Program Sponsor will maintain records of the TEP interns and provide advisement and feedback to the participants as to their progress.
e. Onsite mentors will receive a minimum of 10 hours of training from the Program Sponsor (and possibly the Employing Agency) per CTC requirement.
f. The Program Sponsor will be responsible for establishing effective and on-going communication with Employing Agency and TEP District Intern personnel (e.g. Field Supervisor, Advisors, Intern Coordinator) as appropriate to ensure a successful teaching experience for the intern.
g. The Program Sponsor will ensure that the district human resources director and site administrator are informed about the requirement of staying in good academic and financial standing with the program in order to continue with employment.
h. The Program Sponsor will be responsible for providing the intern with procedures to document and monitor the CTC required hours of mentoring and support from the employer and the District Intern program.
i. The Program Sponsor will provide all CTC-required coursework for the preliminary credential.
j. The Program Sponsor will coordinate Leadership Advisory meetings to provide an ongoing system of program development and evaluation that leads to substantive program improvements in teacher development associated with the CTC requirements.
k. The County Superintendent will submit the District Intern credential application and provide assistance and support with credentialing issues.

3. COST OF SERVICES:

The cost per year for the program is Five Thousand Dollars ($5,000.00), paid by the intern candidate. If applicable, Local Solutions participating districts receive a set number of no-cost participants as noted in the attached Exhibit A. Cost of the program is subject to change annually, and dependent on the specific credential earned.

4. DURATION OF INTERNSHIP:

Once a student has been accepted as an Intern by SDCOE, and if the student remains in good standing in the Program at SDCOE and within the Employing Agency's policies and performance standards, the Intern is expected to finish his/her internship at Employing Agency. However, an Intern who performs below acceptable Employing Agency or SDCOE standards, after appropriate support and advice efforts have been performed, may be removed from the paid

internship position by the Employing Agency and/or removed from his/her Program by SDCOE. All services provided by SDCOE and Employing Agency pursuant to this Agreement shall terminate upon an Intern's removal from the Employing Agency or termination of participation in the Program.

5. **INTERN AGREEMENT:** All Interns will be required to review and complete an Intern Program Agreement, enumerating program policies, tuition schedule and other applicable fees.

6. **LIABILITY INSURANCE:** The Hiring Institution and the Teacher Education Program will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least $1,000,000 (one million dollars) for each occurrence and $2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees.

7. **INDEMNIFICATION:** SDCOE and District shall hold each other harmless, defend and indemnify their respective agents, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SDCOE or District or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of the Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 *et seq.* (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of the Agreement as to any acts or omissions occurring under this Agreement or any extension of the Agreement.

8. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

9. **INDEPENDENT CONTRACTOR.** The parties understand that each of the parties and its employees, agents, officers, and associates are an Independent Contractor and not an employee, agent, officer, or associate of the other party. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, worker's compensation, or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.

10. **TOBACCO-FREE FACILITY**. SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCOE property.

11. **GOVERNING LAW/VENUE**. In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

12. **FINAL APPROVAL**. This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

13. **ENTIRE AGREEMENT**. This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

The Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**(SAN YSIDRO SCHOOL DISTRICT)**
_____	_____
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson_____	Marilyn Adrianzen, CBO
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	
_____	
Title	4350 Otay Mesa Road District Address
	San Ysidro, CA 92173 District City, State, Zip
_____	_____
Date	Date
	Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION FOR 2022-2023 SCHOOL YEAR

BACKGROUND INFORMATION:
The School-Based Medi-Cal Administrative Activities (SMAA) Program offers a way for Local Governmental Agencies (LGAs) and Local Educational Consortia (LECs) to obtain federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. SMAA activities include: Medi-Cal outreach, Facilitating the Medi-Cal application, Non-emergency & non-medical transportation of Medi-Cal eligible individuals to Medi-Cal covered services, Contracting for Medi-Cal services, Program planning and policy development, SMAA coordination and claims administration, TCM coordination and claims administration, Training, and General administration .

The San Ysidro School District is a Local Educational Agency (LEA) eligible to bill the California State Medi-Cal office for services relative to administrative activities involving Medi-Cal Outreach, individual health services, and assessment/testing/evaluations. As such, the District has been part of the Region 9 Local Educational Consortium established under California State Medi-Cal requirements for purposes of billing for services. This consortium serves as the designated entity assisting in the management of services billed by eligible school districts throughout Southern California.

The contract for our participation in this Local Educational Consortium requires annual renewal. They have no increases in cost for our participation in the Local Education Agency Medi-Cal billing process. This is an extension of the existing agreement specifying cost for San Ysidro School District participation at 4.5 % of Local Education Agency Medi-Cal revenues received by the District. In addition, by using State RMTS software, the district has to pay $0.67/participant during the first qurter (July - September), and $1.34/participant for the three remaining quarters (October – June).

RECOMMENDATION:
Approve the agreement with Orange County Superintendent of Schools for 2022-23 School-Based Medi-Cal Administrative Activities at a cost of 4.5% from claims paid by the Department of Health Care Services, and pay $0.67/participant during the first quarter (July - September), and $1.34/participant for the three remaining quarters (October – June) from using State RMTS software, from the School-Based Medi-Cal Administrative Activities (SMAA) fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement ~ Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. - Action #20
Goal 4: Social Emotional Learning and Well-Being ~ All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

To be determined	SMAA Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT NUMBER 10000870

SAN YSIDRO SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2022, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-Based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-Based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and

potentially eligible individuals, and their families where appropriate, served by the SUPERINTENDENT and participating LEA'S; and

WHEREAS, DISTRICT is providing School-Based Medi-Cal Administrative Activities and wishes to participate in the School-Based Medi-Cal Administrative Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. The term of this AGREEMENT shall be for a period of one (1) year commencing on July 1, 2022, and ending on June 30, 2023, subject to termination as set forth in this AGREEMENT.

2.0 RESPONSIBILITIES OF SUPERINTENDENT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, state and SUPERINTENDENT'S program requirements.

b. "Certify" to the STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulation expended are allowable "Program activities".

2. The availability and expenditure of one hundred percent (100%) of the non-Federal cost of performing Program activities.

3. That DISTRICT expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

c. Act as liaison between STATE and DISTRICT and as mandated by STATE, attend STATE trainings.

d. As mandated, provide a software platform through a third party vendor, through which the DISTRICT shall utilize the Random Moment Time Survey (RMTS) process. Although the SUPERINTENDENT will make every reasonable effort to facilitate the use of the software platform, the SUPERINTENDENT is not responsible for problems resulting from software platform or system errors.

e. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Advisory Committee meetings, STATE meetings, and SMAA Program work groups.

f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings and trainings and provide STATE approved training materials and updates to DISTRICT.

g. On behalf of STATE, provide SMAA and RMTS program technical assistance.

h. Code all RMTS moments and make available to the DISTRICT its RMTS results. Coding is based on the presumption that the responses received from the DISTRICT are accurate and all necessary documentation exists to support it. The LEC shall not be responsible for monitoring, reviewing or verifying documentation for any coded moment.

i. Review and submit the Random Moment Time Survey (RMTS) quarterly invoices and related supporting documentation to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less any amount due the

SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE or any federal agency.

j. Work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.

k. Monitor SMAA and RMTS compliance of DISTRICT with all Federal, STATE, and SUPERINTENDENT'S Program requirements.

l. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

m. Offer the DISTRICT the option of the LEC preparing the RMTS quarterly invoice for a mutually agreed to additional fee (See Appendix "C").

n. Assist the DISTRICT with the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage" from student data submitted by the DISTRICT.

o. Provide DISTRICT access to STATE SMAA Appeal Process upon request and appeal DISTRICT decision or action through the STATE SMAA Appeal Process as necessary.

3.0 RESPONSIBILITIES OF DISTRICT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, STATE and SUPERINTENDENT'S program requirements.

b. Comply fully with all Title XIX Federal, STATE, and SUPERINTENDENT'S Program requirements.

c. RMTS software platform may be accessed only by employees of the DISTRICT for RMTS purposes. DISTRICT agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform. DISTRICT shall be responsible for any unauthorized use and understands that the DISTRICT may be held liable.

d. Quarterly assess SMAA claiming potential within the DISTRICT and determine which staff perform SMAA activities and what direct charges, if applicable, will be claimed. The DISTRICT will determine which staff participate in the quarterly Random Moment Time Survey (RMTS).

e. Certify to the SUPERINTENDENT and STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "Program activities".

2. The availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing Program activities.

3. Expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

f. If subcontracting for certain administrative activities, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor. DISTRICT may include vendor's allowable costs on its invoice, to the extent that same tasks are not performed by the SUPERINTENDENT and with

the understanding that the total annual vendor fees cannot exceed fifteen percent (15%).

g. Ensure that DISTRICT'S designated SMAA Coordinator attends quarterly Region 9 LEC SMAA Coordinators trainings and meetings.

h. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, Random Moment Time Survey (RMTS) Rosters, Coding reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.

i. Respond to SUPERINTENDENT reviews with information and corrected documents upon request and work with SUPERINTENDENT to resolve any outstanding matters.

j. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.

k. Complete quarterly Random Moment Time Survey (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.

l. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual.

m. Develop and maintain at the DISTRICT an Audit File to include at a minimum the following:

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Job Descriptions.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.

n. Prepare and certify School-Based MAA invoices to the LEC in conformance with STATE requirements and timelines providing SUPERINTENDENT with copies of SMAA invoice supporting documentation upon request.

o. DISTRICT agrees to maintain and preserve, documentation for a period of not less than five years after termination of Agreement and final payment from Department of Health Care Services (DHCS) to SUPERINTENDENT, to permit Department of Health Care Services (DHCS) or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this AGREEMENT and to allow interviews of any employee who might reasonably have information related to such records.

p. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars ($10,000.00), DISTRICT shall agree and comply with the following terms and conditions:

1. Maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this AGREEMENT, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

2. DISTRICT'S facility or office or such part thereof as may be engaged in the performance of this AGREEMENT and its records shall be subject at all reasonable times to inspection, audit, and reproduction.

3. The Department of Health Care Services (DHCS), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the Unites States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this AGREEMENT. DISTRICT agrees to allow the auditor(s) access to such records during normal business hours and to allow

interviews of any employees who might reasonably have information related to such records. Further, DISTRICT agrees to include a similar right of the STATE to audit records and interview staff related to performance of this AGREEMENT.

4. Preserve and make available its records (1) for a period of five (5) years from the date of final payment under this AGREEMENT, and (2) for such longer period, if any, as required by applicable statute, by any other provision of this AGREEMENT, or by subparagraphs (a) or (b) below:

(a) If this AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of resulting final settlement.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of

the regular five-year period, whichever is later.

5. DISTRICT shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code §10115.10, if applicable.

6. DISTRICT, may at its discretion, following receipt of final payment under this AGREEMENT, reduce its accounts, books and records related to this AGREEMENT to microfilm, computer disk, CD ROM, DVD, or their data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, DISTRICT must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to microfilm readers and microfilm printers, etc.

q. The STATE, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made of the premises of DISTRICT, DISTRICT shall provide all reasonable

facilities and assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

r. In the event an invoice is revised or is disallowed by the STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed invoice.

s. Ensure no duplicative billings.

t. Hold SUPERINTENDENT harmless from any Federal disallowance of SMAA claim payments made to DISTRICT by the STATE.

u. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to SMAA Program administration and fiscal issues.

v. Provide SUPERINTENDET with student data files required for the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage".

w. **Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-Based Medi-Cal Administrative Activities (SMAA) District Information 2022-2023 form, Appendix "A", the School-Based Medi-Cal Administrative Activities (SMAA) LEC Fee Information 2022-2023 form, Appendix "C", Certification Regarding Lobbying form,**

Appendix "D", and Data Use Agreement, Appendix "E", attached hereto and incorporated by reference herein.

4.0 DATA USE AGREEMENT. The Parties agrees to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal system of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law as specified in School-Based Medi-Cal Administrative Activities (SMAA) Agreement for Disclosure and Use of Medi-Cal Data 2022-2023 (DATA USE AGREEMENT), Appendix "E", attached hereto and incorporated by reference herein. The DATA USE AGREEMENT must be signed by the Custodian of Records on behalf of the DISTRICT.

5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT and after SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to DISTRICT by warrant, all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT and STATE as determined in Section 5.0 below. No funds will be conveyed to DISTRICT for invoices that have been revised or disallowed by the STATE or Federal. Payment to DISTRICT shall be made within forty-five (45) days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

6.0 FEE SCHEDULE.

a. RMTS Software Platform Fee. DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing

the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Survey. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees as described in the School-Based Medi-Cal Administrative Activities (SMAA) RMTS Fee Information 2022-2023 form, Appendix "B", attached hereto and incorporated by reference herein.

b. SUPERINTENDENT'S LEC Fees.

1. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements. LEC fee will include DISTRICT'S share of the STATE Participation Fee, which is based on the STATE'S cost for administering the SMAA claiming process.

2. Optional Services. If the DISTRICT selects the option of having the LEC prepare the RMTS quarterly invoice, an additional two percent (2.0%) will be added to the LEC Fee percentage mentioned in 5.b.1 above, but billed separately. SUPERINTENDENT will provide Optional Services upon written request of DISTRICT (See Appendix "C").

c. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds furnished by the United States Government and the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the United States Government and the State of California under this AGREEMENT. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 FEDERAL CLAIMING.

a. TITLE 31 - Money and Finance, Subtitle V - General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass through

entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this Federal program is 93.778, Medical Assistance Program (Medi-Cal).

b. A "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a sub-recipient and a vendor is provided in OMB Circular A-133.

8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SUPERINTENDENT assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all Federal, STATE and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to SUPERINTENDENT'S employees.

9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of the Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms and related instructional materials developed under this AGREEMENT.

10.0 HOLD HARMLESS.

a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the term of this AGREEMENT.

b. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts

or omissions of employees, agents or officers of DISTRICT during the term of this AGREEMENT.

11.0 CONFIDENTIALITY.

a. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22 California Code of Regulations Section 51009 and all applicable Federal and/or STATE laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

b. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S agents' proprietary data provided for purposes of this AGREEMENT hereinafter defined as data file specifications, related instructions, management reports, training materials, plans or other information relating to the performance of SUPERINTENDENT'S agents services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant to this AGREEMENT. DISTRICT shall not during or after the term of this AGREEMENT, permit the copying, duplication, or use of any of SUPERINTENDENT'S

agents' proprietary data by or to any person other than authorized employees, agents or representatives of DISTRICT.

12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort to assure that the information supplied to SUPERINTENDENT hereunder shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify SMAA invoice(s) that do not comply with STATE and Federal SMAA requirements.

13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for damages or losses to DISTRICT employees, agents, independent contractors or students relating to lost medical services or lost data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to DISTRICT arising from the denial of any request for reimbursement from the STATE.

14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of the DISTRICT and shall be subject to the

DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all Federal, STATE and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT shall complete and return with the fully executed AGREEMENT the Certification Regarding Lobbying form, Appendix "D", attached hereto and incorporated by reference herein**, that the DISTRICT has not made, and will not make, any payment prohibited by Item 1 of the Certification Regarding Lobbying form.

17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this AGREEMENT, DISTRICT certifies to the best of its knowledge and belief, that it:

a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Has not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, STATE or local) transaction or contract under a public transaction; violation of Federal or STATE antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, STATE or local) with commission of any of the offenses enumerated in Section 16.0(b) herein; and

d. Has not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, STATE or local) terminated for cause or default.

e. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

f. If DISTRICT is unable to certify to any of the statements in this certification, DISTRICT shall submit an explanation to SUPERINTENDENT.

g. If DISTRICT knowingly violates this certification, in addition to other remedies available to the Federal Government, the Department of Health Care Services (DHCS) may terminate this AGREEMENT for cause or default.

18.0 ALTERNATIVE FORMAT. Under Federal and State law, including the Americans with Disabilities Act, discrimination against qualified members of the public participating in public programs based on disability is prohibited. A person is a qualified member of the public if they are an appropriate person with whom a public agency should or would communicate. The rights of persons with disabilities must be

protected to ensure meaningful and equal access to public services, including but not limited to Medi-Cal and other programs by the STATE. SUPERINTENDENT and DISTRICT are required to provide auxiliary aids and services, free of charge, to ensure all qualified persons with speech, hearing, and/or vision disabilities can effectively communicate and participate in public programs, services, and/or activities. SUPERINTENDENT and DISTRICT must also provide auxiliary aids and services to a family member, friend, or associate of the program participant if said individual is identified as the beneficiary's authorized representative, or it is someone with whom it is appropriate to communicate (e.g., a disabled parent of a beneficiary). If requested, the alternative format must be provided within two months of the request. All subsequent documentation provided to that individual must be in the requested alternative format. A plan to provide alternative format requests should be developed and maintained in the DISTRICT's audit records.

19.0 HIPAA. DISTRICT agrees to inform all students and faculty of the importance of complying with all relevant State and Federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) to the extent applicable. In addition, DISTRICT agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

20.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ

any unlawful discriminatory practices in employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or STATE law.

21.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

22.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without cause, terminate this AGREEMENT with the giving of thirty (30) days prior written notice to the other party. However, once SUPERINTENDENT has submitted a RMTS Roster Report to the Department of Health Care Services (DHCS), according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual, DISTRICT may not terminate until the next quarter survey period.

23.0 NOTICE. 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 or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office.

The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

24.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

25.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

27.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or

agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: SAN YSIDRO SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Marilyn Adrianzen	PRINTED NAME: Patricia McCaughey
TITLE: Chief Business Official	TITLE: Administrator
DATE: _____	DATE: March 14, 2022
Board approved: _____	

San Ysidro SD-SMAA(10000870) 2022-2023
Zip 6

LEC SMAA

Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2022-2023

1 DISTRICT/SCHOOL

San Ysdiro School District — *District/School Name*
San Diego — *County*

Claiming Unit: _____
If different than name above.

2 DISTRICT SMAA COORDINATOR

Romeo S. Diacosta — *Name*
Special Education Technician — *District Job Title*
4350 Otay Mesa Rd — *Street Address*
San Ysidro, CA 92173 — *City, State, Zip*
_____ — *Mailing Address (if different than street address)*
_____ — *City, State, Zip*
(619) 428- 4476 x 3089 — *Phone (please include extension)*
(619) 428-6473 — *Fax*
romeo.diacosta@sysdschools.org — *Email*

Check the box for this person to:
- [x] **have access to the RMTS systen**
- [x] **receive RMTS late notifications**

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Oscar Madera — *Name*
Director of Special Education — *District Job Title*
(619) 428-4476 x 3091 — *Phone (please include extension)*
(619) 428-6473 — *Fax*
oscar.madera@sysdschools.org — *Email*

Check the box for this person to:
- [x] **be included in all program communications**
- [ ] **have access to the RMTS system**
- [x] **receive RMTS late notifications**

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

_____ — *Name*
_____ — *District Job Title*
_____ — *Phone (please include extension)*
_____ — *Fax*
_____ — *Email*

Check the box for this person to:
- [ ] **be included in all program communications**
- [ ] **have access to the RMTS system**
- [ ] **receive RMTS late notifications**

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2022-2023

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

Name | *District Job Title*

Phone (please include extension) | *Fax* | *Email*

Check the box for this person to:
- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**
- ☐ **receive RMTS late notifications**

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Marilyn Adrianzen | Chief Business Official

Name | *District Job Title*

(619) 428-4476 x 3004 | (619) 428-9355 | marilyn.adrianzen@sysdschools.org

Phone (please include extension) | *Fax* | *Email*

Check the box for this person to:
- ☐ **be included in all program communications**
- ☑ **have access to the RMTS system**

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

Paradigm Healthcare Services

Company Name

Constance Laflamme | CEO/Owner

Contact | *Contact Job Title*

(415) 616-0920 | claflamme@paradigm-healthcare.com

Phone | *Email*

7. LEA BILLING OPTION PROGRAM SUBCONTRACTOR/THIRD-PARTY VENDOR

Paradigm Healthcare Services

Company Name

Constance Laflamme | CEO/Owner

Contact | *Contact Job Title*

(415) 616-0920 | claflamme@paradigm-healthcare.com

Phone | *Email*

Romeo S. Diacosta | Special Education Technician

PRINTED NAME OF PERSON FILLING OUT FORM | **JOB CLASSIFICATION TITLE**

DATE

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
RMTS FEE INFORMATION
2022-2023

RMTS Software Platform Fee

DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

FY Quarter	Quarterly Participant Rate
FY Q1: July - September	$0.67/participant/quarter
FY Q2: October – December	$1.34/ participant/quarter
FY Q3: January – March	$1.34/ participant/quarter
FY Q4: April – June	$1.34/ participant/quarter

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2022-2023

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. In addition, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

SUPERINTENDENT'S OPTIONAL SERVICES FEE

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
☐ YES	☑ NO	July 1, 2022 – June 30, 2023

San Ysdiro School District
District Name

Marilyn Adrianzen
Name (Type/Print)

Date

Signature

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DISTRICT: San Ysdiro School District

BY: _____
Authorized Signature

PRINTED NAME: Marilyn Adrianzen

TITLE: Chief Business Official

DATE: _____

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA
2022-2023

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in

HIPAA, the HITECH Act, and the HIPPA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Oscar Madera, Director of Special Education Services

Name and Title of Custodian of Files

San Ysidro School District

District Name

4350 Otay Mesa Rd, San Ysidro, CA 92173

District Address

(619) 428-4476 x 3091/oscar.madera@sysdschools.org

Custodian's Phone Number / Email Address

Custodian's Signature

Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM 6TH GRADE CAMP - ELEMENTARY SCHOOLS

BACKGROUND INFORMATION:

Each year the Governing Board approves the participation of the District's sixth grade students to attend a sixth-grade camp. Some of our students have not had the opportunity to go camping; this would allow our sixth graders to enjoy the experience of participating in fun-filled educational activities that will teach them social skills away from their home environment.

Elementary Schools have selected Camp Cuyamaca, a San Diego County Office of Education sponsored camp for their sixth-grade camp for school year 2022-23. In entering this 3-year agreement, the District will receive a significant discount on the student fees/rates. If the COVID-19 pandemic permits, students will participate in this event during school years 22-23, 23-24 and 24-25.

Cost implications for the Sixth Grade Camp will be paid with pupil fees and school fundraisers plus bus transportation fees from the supplemental and concentration funds.

School	# Students	# Of Days	Year 22-23	Rate	Estimated Cost
La Mirada	75	5	1 of 3	$272.50	$20,437.50*
Ocean View	100	5	1 of 3	$298.60	$29,860.00*
Smythe	90	5	1 of 3	$261.70	$23,553.00*
Sunset	70	5	1 of 3	$262.60	$18,382.00*
Willow	60	5	1 of 3	$273.40	$16,404.00*
Total					$108,636.50

* The above estimates do not include the insurance, teacher, or transportation fees. Some additional discounts may apply.

RECOMMENDATION:

Approve the 3-year agreement with the San Diego County Office of Education for our Elementary Schools' sixth grade students to attend the Cuyamaca Camp at an estimated annual cost of $108,636.50 from student fees, school fundraisers and Supplemental & Concentration funds. The contract allows for flexibility in the case of limitations or discontinuation for the program in the 2022-23 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: School Culture and Student Engagement – Action 8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year. Increase the instructional day to expand opportunities for student to accelerate learning through targeted intervention and enrichment opportunities to support student engagement and school connectedness for all students including unduplicated students.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

ESTIMATED $108,636.50	Student Fees, School Fundraisers and Supplemental & Concentration Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT FOR PARTICIPATION AND SERVICES 2022-2023
OUTDOOR EDUCATION PROGRAM

THIS AGREEMENT is entered into this 14th day of April, 2022 by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and San Ysidro School District , hereinafter called the SCHOOL/DISTRCT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

(1) Administration and operation of the outdoor education program.

(2) Outdoor science education and conservation instructional and supervision services for an educational program.

(3) Sites, buildings, utilities, and maintenance.

(4) Food and its preparation.

(5) All staff other than school district employees accompanying students.

(6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.

(7) Promotion of the outdoor school program.

(8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

(1) Pay to the OFFICE a “per pupil fee” ” less any applicable discounts, based on the number of SCHOOL/DISTRICT student’s actual attendance at any time during each encampment.

(2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a “per pupil fee” to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).

(3) For purposes of this agreement:

(a) “Pupil fee” means that per pupil amount established by the OFFICE for a school year as the cost of a pupil’s instruction, food, lodging, and support services.

(b) Attendance for any portion of a day shall be counted a full day in camp.

(c) No refund of fees shall be made for students sent home for disciplinary reasons.

(4) Payments to OFFICE for all fees under this agreement shall be made as follows:

(a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

(b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.

(5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.

(6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.

(7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.

(8) Comply with the outdoor school schedule.

(9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of $2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

(10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**

(11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by $25.00.**

(12) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2022** and will continue through **June 30, 2023, 2024, or 2025** based on the option chosen below.

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

_____ c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a $10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2022-2023** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	$340.00
4-day Program***	Per Student	$290.00
1-day Program	Per Student	$ 68.00

** Discounts 5-day Program

*Equity Credit: $90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
*Introductory Credit: $10 credit per full fee student.
*Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a $10 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $330 per student. Other discounts may be combined.
October thru December Rates: $335 per student. Other discounts may be combined.
**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: $78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
Introductory Credit: $8 credit per full fee student
Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an $8 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $280 per student. Other discounts may be combined.
October thru December Rates: $285 per student. Other discounts may be combined.
**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
   a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.
   b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. ~~The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year.~~ (This will not be enforced for the 2022-23 year). In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled
Sunset	70
Willow	60
La Mirada	75
Ocean View Hills	100
Smythe	90

Executed by the parties on the dates shown below their respective signatures.

San Ysidro
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education

_____
Authorized Signature

Executive Director, Outdoor Education
Title

April 14, 2022
Date

Authorized or ratified by the Board of Education on:

_____

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

La Mirada Elementary	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate | Enter highlighted cells only

Fee/Credit	Detail		75 Students
Base Fee	$290 / student		21,750.00
Equity Credit	Percent x students x -$78	75.00%	-4218.75
Three Year Contract Discount	Full fee students x -$8	n	0.00
New to Camp Discount	Full Fee students x $8	y	-150.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	n	0.00
	Total		**17,381.25**
		Per Student	**$231.75**

5 -Day Camp Estimate

Fee/Credit	Detail		75 Students
Base Fee	$340/ student		25,500.00
Equity Credit	Percent x students x $90	75.00%	-5062.50
Three Year Contract Discount	Full fee students x -$10	n	0.00
New to Camp Discount	Full Fee students x -$10	n	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**20,437.50**
		Per Student	**$272.50**

Ocean View Hills	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate

Enter highlighted cells only

Fee/Credit	Detail		100 Students
Base Fee	$290 / student		29,000.00
Equity Credit	Percent x students x -$78	46.00%	-3450.00
Three Year Contract Discount	Full fee students x -$8	n	0.00
New to Camp Discount	Full Fee students x $8	y	-432.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	n	0.00
	Total		**25,118.00**
		Per Student	**$251.18**

5 -Day Camp Estimate

Fee/Credit	Detail		100 Students
Base Fee	$340/ student		34,000.00
Equity Credit	Percent x students x $90	46.00%	-4140.00
Three Year Contract Discount	Full fee students x -$10	n	0.00
New to Camp Discount	Full Fee students x -$10	n	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**29,860.00**
		Per Student	**$298.60**

Smythe	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate — Enter highlighted cells only

Fee/Credit	Detail		90 Students
Base Fee	$290 / student		26,100.00
Equity Credit	Percent x students x -$78	87.00%	-5872.50
Three Year Contract Discount	Full fee students x -$8	n	0.00
New to Camp Discount	Full Fee students x $8	y	-93.60
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	n	0.00
	Total		**20,133.90**
		Per Student	**$223.71**

5 -Day Camp Estimate

Fee/Credit	Detail		90 Students
Base Fee	$340/ student		30,600.00
Equity Credit	Percent x students x $90	87.00%	-7047.00
Three Year Contract Discount	Full fee students x -$10	n	0.00
New to Camp Discount	Full Fee students x -$10	n	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**23,553.00**
		Per Student	**$261.70**

Sunset Elementary	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate — Enter highlighted cells only

Fee/Credit	Detail		70 Students
Base Fee	$290 / student		20,300.00
Equity Credit	Percent x students x -$78	86.00%	-4515.00
Three Year Contract Discount	Full fee students x -$8	n	0.00
New to Camp Discount	Full Fee students x $8	y	-78.40
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	n	0.00
	Total		**15,706.60**
		Per Student	**$224.38**

5 -Day Camp Estimate

Fee/Credit	Detail		70 Students
Base Fee	$340/ student		23,800.00
Equity Credit	Percent x students x $90	86.00%	-5418.00
Three Year Contract Discount	Full fee students x -$10	n	0.00
New to Camp Discount	Full Fee students x -$10	n	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**18,382.00**
		Per Student	**$262.60**

Willow Elementary	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate — Enter highlighted cells only

Fee/Credit	Detail		60 Students
Base Fee	$290 / student		17,400.00
Equity Credit	Percent x students x -$78	74.00%	-3330.00
Three Year Contract Discount	Full fee students x -$8	n	0.00
New to Camp Discount	Full Fee students x $8	y	-124.80
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	n	0.00
	Total		**13,945.20**
		Per Student	**$232.42**

5 -Day Camp Estimate

Fee/Credit	Detail		60 Students
Base Fee	$340/ student		20,400.00
Equity Credit	Percent x students x $90	74.00%	-3996.00
Three Year Contract Discount	Full fee students x -$10	n	0.00
New to Camp Discount	Full Fee students x -$10	n	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**16,404.00**
		Per Student	**$273.40**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AWARD RFP NO. 21/22-002 AND AGREEMENT WITH COLBI TECHNOLOGIES, INC.

BACKGROUND INFORMATION:
The District published a Request for Proposals (RFP) for Financial Management and Bond Accounting Software in the San Diego Daily Transcript on September 17 and 24th, 2021. Two qualified and experienced companies responded to the RFP. After a careful review and interview process, the District selected Colbi Technologies Inc.

Cost implications include:

- Initial Implementation $20,000.00 (one-time only)
- Achival Exit Plan $7,500.00 (one-time only)
- Annual Service Fee $30,000.000
- Other optional services (to be determined)

RECOMMENDATION:
Award RFP No. 21/22-002 and approve the Agreement with Colbi Technologies Inc. to provide a Financial Management and Bond Accounting Software and support services in the estimated amount of $58,000.00 from the General Obligation Bonds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

$58,000.00	General Obligation Bonds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Account-Ability[SM] Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on _____ ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12841 Newport Ave, Tustin, California 92780 ("Colbi"), and San Ysidro School District, having its principal place of business at 4350 Otay Mesa Road, San Ysidro, CA 92173, ("Customer").

1. Software Services Provided by Colbi. In support of Customer's building program and during the Term of this Agreement, Colbi will provide Account-Ability software services ("Services") as set forth in Exhibit A (Exhibits).

2. Customer License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi intellectual property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer other than as expressly set forth herein.

3. License to Host Customer Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.

5. Customer Responsibilities. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. Customer shall pay to Colbi all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 30 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Customer. Customer agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 10% per annum.

7. Invoices. Following the service commencement date as defined in Exhibits, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. Colbi does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibits.

9. Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement, even if advised

of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall Colbi be responsible for loss of data or records of Customer or any third party beyond the 30-day backup period included in the Services, unless Customer purchases extended backup. Customer shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

10. Indemnity

10.1 Indemnity by Colbi. Colbi shall defend Customer against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

10.3 Indemnity by Customer. Customer shall defend Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services without liability if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

12.1 Term. The initial term of this Agreement begins on the date set forth in Exhibits and continues for a one year period (“Initial Term”). This Agreement will continue for successive one-year periods (“Extended Term”), unless either party gives written notice of its intention not to renew at least 30 days in advance. There are a maximum of four (4) Extended Terms periods, at which point this Agreement may be renewed with written agreement of both parties.

12.2 Termination of Agreement. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any fee, charge or any other amount owed by Customer to Colbi within 15 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 15-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.

12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately unless the Customer has purchased an Archival Exit Plan for Account-Ability as described in Exhibit A prior to termination of expiration. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in full force and

effect after expiration or termination of this Agreement. If the Customer has purchased an Archival Exit Plan for Account-Ability then notwithstanding anything to the contrary herein the terms and conditions of paragraphs 2, 3, 4 and 5 shall also survive and continue in full force and effect after expiration or termination of this Agreement for the life of Account-Ability software.

13. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or electronic mail with confirmation receipt requested.(b) by certified or registered mail, postage prepaid, return receipt requested

14. Force Majeure. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

15. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable. This agreement shall be governed by California law and any disputes will be handled in a San Diego County Venue.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.	**San Ysidro School District**
Lettie Boggs Lettie Boggs, CEO	Name
February 2, 2022 Date	Title
01-0679534 Federal I.D.#	Date

EXHIBIT A
Account-Ability[SM] Software Services

During the term of this Agreement, Colbi will provide Account-Ability[SM] software services as described below. Services include the following:

Initial Implementation of Account-Ability[SM]

- Account-Ability[SM] will be configured to incorporate the Customer's account code structure and internal control processes for project budgeting development, contract award, modification, and payments.
- Colbi will provide four days of management consulting and/or training as desired by the Customer to facilitate a smooth transition to the new system. Typical training includes:
  - A half-day interactive Flowchart Workshop with appropriate members of Customer's facilities and business services staff to fully review the budgeting, contracting and payment processes and document in Account-Ability[SM],
  - Three days hands-on Account-Ability[SM] training in the Customer's computer lab.
  - A half-day of follow-up four to six weeks after initial training, to assure that the primary Users have adopted best practices.

License to Use the Software

Customer may use Account-Ability[SM] software via the Internet. There is no restriction on the dollar amount of contracts managed or projects planned in the software. There is no restriction on the number of Users the Customer authorizes to use the software.

Annual Support Services

- Application updates to Account-Ability[SM].
- Live phone support during normal business hours (Pacific Standard Time)[1].
  - Live on-screen support is provided when appropriate.
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below in Classification and Resolution of Issues.
- Six (6) hours of training are provided on an as requested basis each year[2].
  - Customized to needs, typical training includes: new staff training, new software features, planning/budgeting, construction contract management, refresher training, etc.
  - Additional training services may be obtained as provided in Fees for Services below.
- Eight (8) hours of consulting services are provided on an as requested basis each year[2].
  - Additional consulting services may be obtained as provided in Fees for Services below.
- Colbi Technologies Spring and Fall Workshops
- Best Practice Advisories and Alerts

Annual Web Access Services

Internet access to Account-Ability[SM] will be provided to any computer meeting the required specifications when security login requirements are met. The Annual Software Fee provides for five (5) concurrent logins. Additional concurrent logins for Account-Ability[SM] may be added as provided in Fees for Services.

- Account-Ability[SM] provided with a 99.9% uptime commitment, refer to Availability below.
- The Customer's data is backed-up nightly at the data center, and a redundant copy is encrypted and transmitted to another location for storage. Data backups are retained for 30 days.
- Maintenance of servers, application software and database is scheduled for late evening on weekends, refer to Maintenance and Updates below for more details. Customer is notified in advance of any maintenance or

[1] Excludes weekends and holidays.

updates occurring outside of scheduled maintenance windows.

Account-Ability[SM] Archival Exit Plan[3]

- Advance Purchase of the Exit Plan at time of initial implementation of software (one-time fee): $7,500

Fees for Services

Customer will pay Colbi the following fees:

- Account-Ability[SM] Implementation Fee: $20,000 one-time fee[4]
- Annual Software Service Fee for Account-Ability[SM]: $30,000 per year[4]

Additional Services may be provided upon written authorization from Customer:

- Additional Training Services: $1050.00 per day, or $175.00 per hour[2]
- Additional Consulting Services: $165.00 per hour

Service Commencement Date: Upon completion of training; target date on or before _____

Availability

Colbi commits to 99.9% uptime and availability of Account-Ability[SM] software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime (as defined below).

Classification and Resolution of Issues

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Account-Ability[SM] software that cannot be resolved immediately through phone support as follows:

- **Severity 1 Issues**: Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
  - Account-Ability[SM] software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
  - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
  - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
  - Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.
  - Emergency backup or backup restoration of Customer's Account-Ability[SM] database
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.
  - Minor bug fixes.
  - An incident with little impact on data or user experience and can be handled on a scheduled basis.

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[3] Customer is provided web access, via a single secure login, to Account-Ability[SM] for read-only access to the Contract Transaction module for the life of Account-Ability[SM] software. This enables the Customer to view all data and print reports as long as Account-Ability[SM] software is available as a commercial product. In addition, read-write access is provided to the Budget Development module. This provides full access to the financial planning tools for future building programs.

[4] Fees are an allowable capital bond expenditure for program management.

- Problems affecting small group of users.

Monitoring

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team, who will resolve the issue according to severity.

Hours of Operation

- Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays[5])
  - During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM - 8:00 AM PST Monday - Friday, weekends, and holidays[5]
  - Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.

Requesting Support

- Authorized Users may submit a support case, or issue, through the Colbi helpdesk by emailing to aasupport@colbitech.com.
  - Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours (PST).
  - Questions on how to use the software are answered quickly and may involve live on-screen assistance;
  - Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.

Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Account-Ability℠ may be suspended — suspension of access for scheduled maintenance and updates does not constitute "Downtime." Colbi's goal is to minimize the impact of downtime and potential outages on Customer. Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Customer will be notified in advance in the event that planned maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1st and 3rd Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3rd Saturday 10PM Sat thru 10AM Sun PST

[5] Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If any of the above holidays falls on a weekend, an adjacent weekday is observed as a holiday.