



San Ysidro School District Governing Board

BOARD MEETING MATERIALS

Thursday,
January 23, 2025
5:00 p.m.

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



GENERAL ADMINISTRATION

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

ORGANIZATIONAL MEETING OF THE GOVERNING BOARD
THURSDAY, DECEMBER 19, 2024
5:00 p.m.

Pursuant to Government Code Section 54954 and 54954.2 and Education Code Section 35143, the Organizational Meeting of the Governing Board was on Thursday, December 19, 2024, at 5:00 p.m. and conducted its business meeting at the **San Ysidro Middle School - Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173**. This was audio recorded. The public could view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>.

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

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

Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: I. Lopez Time: 5:04 p.m.

2. FLAG SALUTE by San Ysidro Middle School 7th grade student Loveliie Reamirez

3. ADMINISTRATION OF OATH OF OFFICE

- The Oath of Office was administered to Antonio Martinez by Sweetwater Union High School Board Member, Trustee Area 5, Marti Emerald
- The Ceremonial Oath of Office was administered to Kenia Peraza by Superintendent and Secretary to the Governing Board, Dr. Gina Potter

4. EDUCATION CHAMPION AWARD was presented to Rudy Lopez, San Ysidro School District Governing Board Member from December 2018 to December 2024

5. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members present:

Mrs. Irene Lopez, Board Member

Mrs. Zenaida Rosario, Board Member

Mr. Antonio Martinez, Board Member

Mrs. Kenia Peraza, Board Member

6. BOARD INTERVIEWS AND APPOINTMENT

The Board interviewed Board candidate and appointed Martin Arias to the Governing Board.

- Martin Arias
- Maritza Chavarin
- Joel Castellon
- Jose Dircio
- Olga Espinoza
- Juan Morales

Motion: Martinez

Second: Rosario

Vote: 3 Ayes - 1 Noes (Peraza)

7. THE ADMINISTRATION OF OATH OF OFFICE WAS ADMINISTERED TO BOARD APPOINTED

CANDIDATE Martin Arias by Superintendent & Secretary to the Governing Board, Gina Potter, Ed.D.

8. PUBLIC COMMENT/COMMUNICATIONS ON BOARD ORGANIZATION

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

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. **Approach the lectern and give your name.**

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

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

There were no public comments.

It was respectfully suggested that the Governing Board temporarily relinquish the chairmanship of the meeting to the Superintendent until the Board elected its President.

9. ANNUAL BOARD ORGANIZATION

A. The Board elected Zenaida Rosario as the Board President.

Motion: Martinez

Second: Peraza

Vote: 5-0

B. The Board elected Antonio Martinez as the Board Vice President.

Motion: Lopez

Second: Rosario

Vote: 5-0

C. The Board elected Irene Lopez as the Board Clerk.

Motion: Rosario Second: Martinez Vote: 5-0

D. The Board appointed Dr. Gina Potter as the Board Secretary.

Motion: Rosario Second: Martinez Vote: 5-0

10. THE BOARD RECOGNIZED FORMER BOARD PRESIDENT: Irene Lopez

11. AGENDA

The Board approved the agenda.

Motion: Martinez Second: Lopez Vote: 5-0

12. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Bojorquez/Inzunza)

12.1 San Ysidro Middle School Student and Staff Recognitions - Presented by San Ysidro Middle School Principal, Mairén Ruiz

- **1st Round of Reclassified Students for 2024-2025**
 - 7th grade: Samir Herrera Alcala, Ximena Magallon, Adrian Martinez Cordova, Loveliie Ramirez, Melinda Real
 - 8th grade: Christian Corrales Rincon, Alondra Hernandez, Sebastien Medina and Brandy Padilla
- **Staff Promoting Positive School Culture**
 - Elizabeth Gomez (Positive School Climate Promoter/Publicity), Anais Beas (Positive School Climate Promoter/Publicity), Michelle Patterson (ASB), David Alvarado (PBIS), Emily MacIntyre (PBIS) and Maria Gomez (Positive School Culture Ambassador)

12.2 California School Boards Association (CSBA) Golden Bell Winner in the area of Curriculum and Instruction – Literacy/English Language Arts - Presented by Superintendent Dr. Gina Potter

- **Co-Authors:** Russell Little (Retired Assistant Superintendent of Educational Leadership and Pupil Services), Maria C. Rodriguez (Coordinator of Federal and State Programs and Language Acquisition) and Cristina Inzunza (Communications Specialist)
- **Data Aggregation Team:** Zenaida Rosario (Board Member), Manuel Bojorquez (Assistant Superintendent of Educational Leadership and Pupil Services), Luis Ramos (Director of Educational Services) and Jacob Rodriguez (Data Support Specialist)
- **Resource Teachers:** Adriana Aguilar, Liana Davis, Sandra Guzman, Carolina Hernandez and Cynthia Mosqueda
- **School Principals:** Laura English (La Mirada Elementary), Erika Meza (Ocean View Hills Elementary), Dr. Rebecca Bravo (Smythe Elementary), Matthew Bandy (Sunset Elementary), Mairén Ruiz (San Ysidro Middle School), Irene Herrera-Cevallos (Vista Del Mar Middle School) and Myrna Cerda (Willow Elementary)
- **Validation Team:** Irene Lopez (Board Member) and Rudy Lopez (Former Board Member)

13. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be

courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address all of their items. **Approach the lectern and give your name.**

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

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

Roxane Palestino, Parent, Commented: 1) Highlighted the importance of DELAC participation. 2) Provided positive remarks about newly elected Board Member Kenia Peraza. 3) Expressed gratitude to Superintendent Potter for attending the winter shows. 4) Addressed concerns related to special education.

Lisa Yegin, Advocate, Commented: 1) Shared special education concerns.

Karina Robles, Parent, Commented: 1) Addressed Willow's special education class concerns. 2) Extended congratulations to newly elected Board Member Kenia Peraza.

Katina De Leon, SYEA President, Commented: 1) Shared remarks emphasizing the importance of fostering positive staff and board relationships and maintaining a safe environment to serve students and ensure they receive the best education possible.

Eliud Lagarda, SYEA Social Justice Chair, Commented: 1) Emphasized the importance of being respectful, acting with integrity, and working collaboratively. 2) Congratulated newly elected Board Member Kenia Peraza and expressed concerns about her previous interactions with staff.

Alice De La Torre, San Ysidro Women's Club, Commented: 1) Extended congratulations to elected Board Members Kenia Peraza and Antonio Martinez. 2) Expressed gratitude to former Board Member Rudy Lopez for his leadership service to the district and wished him well. 3) Thanked the Board for supporting the Beyer Community Resource Center and San Ysidro Middle School modernization projects. 4) Acknowledged and thanked all Board Candidates for their applications.

Allyson Murillo, Community Member, Commented: 1) Addressed district concerns. 2) Congratulated newly elected Board Member Kenia Peraza.

Jamie Schmidt, Parent, Commented: 1) Shared concerns regarding a Board Candidate.

Jamie Schmidt, Parent, Commented: 1) Praised La Mirada Elementary School Principal and staff for their constant support. 2) Expressed the importance of being respectful and working together.

Jasmin Lopez, Staff, Commented: 1) Commended La Mirada Elementary School Principal and staff for their unwavering support. 2) Highlighted the importance of respect and collaboration.

Lucy Silva, Staff, Commented: 1) Congratulated all the staff and students recognized by the Board. 2) Expressed gratitude to the district for installing safety fencing at Willow School. 3) Thanked CSEA President Karla Montanez Meza and Assistant Superintendent Dr. Jose Iniguez for their ongoing support. 4) Addressed concerns regarding transportation.

Maria Rios, CSEA, Commented: 1) Shared that classified staff have been feeling unsafe due to harassment and bullying from community members.

Karla Montanez Meza, CSEA President, Commented: 1) Expressed gratitude to the district and Board for their collaboration over the past three years during her tenure as CSEA President. 2) Congratulated newly elected Board Member Kenia Peraza and appointed Board Member Martin Arias. 3) Highlighted concerns about the treatment of classified staff by a few parents and an advocate. 4) Raised concerns regarding professional development.

Daniel Sandoval, Staff, Commented: 1) Provided remarks about the transportation department. 2) Thanked Assistant Superintendent Dr. Jose Iniguez for his leadership and support. 3) Emphasized the importance of maintaining a positive working environment.

14. ITEMS FROM THE BOARD & SUPERINTENDENT

Board President Rosario, Commented: 1) Attended the CSBA Golden Bell ceremony to receive the award on behalf of the district. 2) Mentioned the San Ysidro Women's Club "Teddy Bears for Kids" initiative, which provided approximately 1,500 teddy bears to students. 3) Attended various winter school performances. 4) Congratulated the students who received Board recognition for reclassification.

Board Vice President Martinez, Commented: 1) Thanked San Ysidro Middle School Principal Mairén Ruiz and Assistant Principal Pedro Fuentez for hosting the Board meeting. 2) Shared remarks about the upcoming San Ysidro Middle School modernization projects. 3) Wished everyone a Happy Holiday season!

Board Member Lopez, Commented: 1) Wished everyone a Happy Holiday season!

Board Member Peraza, Commented: 1) Expressed the importance of providing every child with the best education possible for their development. 2) Highlighted the need to support teachers by ensuring they have the necessary tools and resources. 3) Emphasized the commitment to always being supportive of all parents. 4) Thanked the San Ysidro community for giving her the opportunity to serve as a Board Member.

Board Member Arias, Commented: 1) Expressed eagerness to learn and foster communication with parents and all staff. 2) Highlighted the importance of communication, honesty, and transparency.

Superintendent Potter, Commented: 1) Thanked San Ysidro Middle School Principal Mairén Ruiz and Assistant Principal Pedro Fuentez for hosting the Board meeting. 2) Thanked all Board candidates for applying. 3) Congratulated newly elected Board Member Kenia Peraza and appointed Board Member Martin Arias. 4) Expressed gratitude to the San Ysidro Women's Club for a successful 24th Annual "Teddy Bears for Kids" event, which distributed 1,500 teddy bears to students. 5) Congratulated new Board President Rosario, Board Vice President Martinez, and Board Clerk Lopez. 6) Praised staff for their hard work, planning, and coordination of the winter school performances. 7) Recognized La Mirada and Smythe Elementary Schools for outstanding student achievement with regards to federal designations. 8) Wished everyone a wonderful holiday season!

15. CONFERENCE SESSION**Reports/Presentations**

15.1 2024-2025 First Interim Financial Report - Presented by Chief Business Official, Marilyn Adrianzen

16. GENERAL ADMINISTRATION**16.1 MINUTES** (Potter)

The Board approved the minutes of the Regular Board Meeting of November 14, 2024, and the Special Board Meeting of November 25, 2024.

Motion: Martinez Second: Lopez Vote: 5-0

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

The Board approved the regular Governing Board meetings from January through December 2025 at 5:00 p.m., at the District Office and at each school at least once a year.

Motion: Martinez Second: Rosario Vote: 5-0

16.3 RESOLUTION NO. 24/25-0021 ANNUAL & FIVE-YEAR REPORTABLE FEES REPORT (Adrianzen)

The Board approved Resolution No. 24/25-0021 for the 2023-24 Annual & Five Year Reportable Fees Report in compliance with Government Code Sections 66006 and 66001.13.5. *A California Financial Services KeyAnalytics representative will be available to answer questions.*

Motion: Martinez Second: Lopez Vote: 5-0

16.4 RESOLUTION NO. 24/25-0023 TO IDENTIFY THE AMOUNT OF BUDGET REDUCTIONS NEEDED IN 2025-26 (Adrianzen)

The Board approved Resolution No.24/25-0023 to identify the amount of budget reductions needed in 2025-26.

Motion: Rosario Second: Martinez Vote: 5-0

16.5 FIRST INTERIM FINANCIAL REPORT 2024-2025 (Adrianzen)

The Board approved the 2024-2025 First Interim Financial Report.

Motion: Martinez Second: Lopez Vote: 5-0

16.6 RESOLUTION NO. 24/25-0022 APPROVING “NO COMPETITIVE ADVANTAGE FINDING” AND AUTHORIZING AWARD OF THE CONTRACT FOR THE DISTRICT-WIDE HVAC FILTER REPLACEMENT PROJECT (Iniguez)

The Board approved Resolution No. 24/25-0022 approving “No Competitive Advantage Finding” and authorized award of the Contract to ABM Building Services, LLC for the District-Wide HVAC Filter Replacement Project in the amount of \$187,196.08 from the Maintenance Fund.

Motion: Rosario Second: Lopez Vote: 5-0

16.7 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE 2025 CSEA PARAEDUCATOR CONFERENCE (Burciaga)

The Board approved the Memorandum of Understanding between San Ysidro School District and the California School Employees Association regarding the 2025 CSEA Paraeducator Conference.

Motion: Martinez Second: Lopez Vote: 5-0

17. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar items 17C.2, 17C.4, 17D.2, 17D.8, 17D.12, 17D.13 and 17D.14 for discussion and to be voted on separately.

Board Clerk Lopez expressed gratitude to the San Ysidro community for supporting the district's GO Bond Measures and noted that several projects listed in the consent calendar are being implemented in part due to the passage of these measures.

Motion: Martinez Second: Rosario Vote: 5-0

17A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Burciaga)

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

- 17A.1** Custodian
 - a. Jonathan Bastida, Smythe
- 17A.2** Instructional Aide Special Education
 - a. Germania Velez Bravo, Willow
- 17A.3** Substitute Campus Aide
 - a. Denise Del Moral, All Sites
 - b. Eunice Reynaga, All Sites
 - c. Jose Ruiz, All Sites
- 17A.4** Substitute Custodian
 - a. Ana Karen Fernandez, All Sites
 - b. Mayra Sanchez, All Sites
 - c. Elisa Velazquez Gonzalez, All Sites
- 17A.5** Substitute Gardener
 - a. Julian Redes, MOTF
- 17A.6** Substitute Instructional Aide
 - a. Karen Morgan Valle, All Sites
 - b. Eunice Reynaga, All Sites
- 17A.7** Substitute Maintenance Person
 - a. Antonio Ortega, MOTF

LEAVE OF ABSENCE (Burciaga)

The Board denied the leave of absence without pay for the following as recommended by staff:

- a. Samantha Arellano, La Mirada

17B. PERSONNEL – CERTIFICATED**EMPLOYMENT** (Burciaga)

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

- 17B.1** Temporary Head Start Preschool Permit Teacher
a. Victoria Boone, Child Development Center

RESIGNATIONS (Burciaga)

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

- 17B.2** Classroom Teacher K-6
a. Maria Kaai, Sunset

17C. CURRICULUM & INSTRUCTION**17C.1 GIMKIT PRO SCHOOL LICENSE SUBSCRIPTION FOR VISTA DEL MAR**

(Bojorquez/Herrera-Cevallos)

The Board approved the renewal of the GimKit Pro license subscription for Vista Del Mar Middle School at the total cost of \$1,000.00 from the Title I Fund.

17C.2 EXTENDED SCHOOL YEAR 2025 WAIVER (Bojorquez/Madera) - *Pulled for discussion and to be voted on separately.*

The Board approved the Waiver for Extended School Year 2025 to reduce the number of instructional days provided to special education students.

Motion: Martinez Second: Arias Vote: 4 Ayes - 1 Noe (Peraza)

17C.3 INTERNATIONAL DATA EVALUATION CENTER (IDEC) LICENSE SUBSCRIPTION

(Bojorquez/Ramos)

The Board approved the purchase of the International Data Evaluation Center License Subscription to support teachers participating in the Reading Recovery Program at the cost of \$1,750.00 to be reimbursed by Project CLEAR.

17C.4 PROFESSIONAL DEVELOPMENTS (Bojorquez) - *Pulled for discussion and to be voted on separately.*

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

Motion: Martinez Second: Arias Vote: 5-0

17D. BUSINESS**17D.1 PURCHASING REPORT** (Adrianzen)

The Board approved/ratified the purchase orders incurred by the District during the month of November 2024.

17D.2 EXPENDITURE REPORT (Adrianzen) - *Pulled for discussion and to be voted on separately.*

The Board approved/ratified the expenditures incurred by the District during the month of November 2024.

Motion: Martinez Second: Rosario Vote: 5-0

17D.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations with a total value of \$13,350.00 to help support and enrich our educational programs.

17D.4 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)

The Board approved/ratified the agreements on the attached list with cost implications 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.

17D.5 AGREEMENT WITH AMERICAN FIDELITY (Adrianzen)

The Board approved/ratified the agreement with American Fidelity to provide the Section 125 Flexible Benefit Plan.

17D.6 DISPOSAL OF OBSOLETE FURNITURE FROM THE CHILD DEVELOPMENT CENTER

(Bojorquez/Pretzer)

The Board approved the disposal of obsolete furniture from the Child Development Center via donation or in a local public dump as per California Education Code Sec. 17546 (c).

17D.7 AGREEMENT WITH SCHLOYER EDUCATIONAL AUDIOLOGY ASSOCIATES (Bojorquez/Madera)

The Board approved/ratified the agreement with Schloyer Educational Audiology Associates for school year 2024-2025 at a rate up to \$250.00 per hour from the Special Education Fund.

17D.8 AMENDMENT NO. 2 TO THE CUPCCAA AGREEMENT WITH KONE, INC. (Iniguez) - *Pulled for discussion and to be voted on separately.*

The Board approved/ratified Amendment No. 2 to the CUPCCAA agreement with Kone, Inc. to provide elevator repair services at Willow School for an additional \$7,946.12 from the Routine Restricted Maintenance Account.

Motion: Martinez

Second: Rosario

Vote: 5-0

17D.9 AMENDMENT NO. 1 TO THE VITAL INSPECTION SERVICES, INC. AGREEMENT FOR OCEAN VIEW HILLS ELEMENTARY SCHOOL RELOCATABLE & CLASSROOM PROJECTS (Iniguez)

The Board approved Amendment No. 1 with Vital Inspection Services, Inc. to provide additional DSA Project Inspector Services for the "Two (2) Relocatables and Classroom Remodel Projects" at Ocean View Hills Elementary School in the amount of \$3,960.00 from Developer Fee funds.

17D.10 AMENDMENT NO. 1 TO THE VITAL INSPECTION SERVICES, INC. AGREEMENT - WILLOW SECURITY FENCING PROJECT (Iniguez)

The Board approved Amendment No. 1 with Vital Inspection Services, Inc. to provide DSA Project Inspector Services for the "Security Fencing Project" at Willow Elementary School in the amount of \$44,880.00 from the General Obligation Bond Measure U funds.

17D.11 NOTICE OF COMPLETION FOR THE ARTIFICIAL TURF REPLACEMENT PROJECT AT SUNSET ELEMENTARY SCHOOL (Iniguez)

The Board approved the Notice of Completion for Wall 2 Wall Commercial Floor Coverings (dba W2W Sport) for the Artificial Turf Replacement Project at Sunset Elementary School.

17D.12 RFP NO. B2024-05 AND CUPCCAA AGREEMENT WITH PRESTIGE WINDOW SOLUTIONS

(Iniguez) - *Pulled for discussion and to be voted on separately.*

The Board awarded RFP No. B2024-05 to and approve the CUPCCAA construction contract with Prestige Window Solutions to furnish & install privacy/security window film for Ocean View Hills and Sunset Elementary Schools Safety and Security Projects in the amount of \$83,505.00 from the General Obligation Bond Measure T funds.

Motion: Martinez Second: Rosario Vote: 5-0

17D.13 AMENDED AND RESTATED PROPOSAL WITH SOUTH BAY FENCE (Iniguez) - *Pulled for discussion and to be voted on separately.*

The Board approved the amended and restated proposal with South Bay Fence for the installation of fences and gates behind the two (2) new relocatable buildings in the new amount of \$23,780.00 from the Developer Fees Fund for the Ocean View Hills School Project.

Motion: Martinez Second: Arias Vote: 5-0

17D.14 AGREEMENT WITH TERRAVERDE ENERGY (Iniguez) - *Pulled for discussion and to be voted on separately.*

The Board approved the multi-year agreement with TerraVerde Energy to provide Solar Management Services District-Wide during 2025-2028 in the amount of \$216,127.00 from the General Obligation Bond Measure T funds.

Motion: Martinez Second: Rosario Vote: 5-0

18. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

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

Please submit public comment forms prior to start of meeting 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 no public comments.

Board Vice President Martinez made a motion to recess to Closed Session, seconded by Board Clerk Lopez. The vote was 5-0.

19. GOVERNING BOARD – RECESSED to CLOSED SESSION at 9:13 p.m. in accordance with section 54954.5 regarding:

19.1 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: District Legal Counsel Joseph Sanchez and Director of Human Resources Efrain Burciaga

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Certificated Management, Classified Management & Confidential

19.2 GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

19.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 20

RECONVENED into OPEN SESSION at 9:58 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.

Board Vice President Antonio Martinez made a motion to adjourn the meeting, seconded by Board Member Martin Arias. The vote was 5-0.

20. ADJOURNMENT Time: 9:58 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: APPOINTMENT OF DIRECTORS TO THE SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

BACKGROUND INFORMATION:

The San Ysidro Schools Public Financing Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for public purposes. No person shall be eligible to serve as a member of the Board of Directors of this Corporation except a person initially approved by resolution or minute order of the Governing Board of the San Ysidro School District.

Under the following provisions of the Corporation's Bylaws, the Corporation's Board of Directors shall:

- Section 3.3 Selection and Term of Office
Directors of the Corporation shall be designated by the Governing Board of the San Ysidro School District. Each Director of the Corporation shall hold office for four (4) years and/or until a successor has been designated and qualified.

- Section 3.4 Vacancies
The Directors of the Corporation are also members of the San Ysidro School District's Governing Board.

During the San Ysidro School District Governing Board's organizational meeting held on December 19, 2024, new members were sworn in to serve in the District's Governing Board. The new Board members are being appointed as Directors of the Corporation. *(Related to Mr. Rodolfo Lopez and Ms. Rosaleah Pallasigue's vacancies)*

RECOMMENDATION:

Appoint new Board Members, Kenia Peraza, and Martin Arias, as Directors of the San Ysidro Schools Public Financing Corporation.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes

☒ No

☐ Yes

☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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



CURRICULUM AND INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

FROM:
Educational Services
Manuel Bojorquez, Assistant
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC)
FOR 2024-2025

BACKGROUND INFORMATION:

In November 1988, California voters passed Proposition 98 [<http://www.cde.ca.gov/ta/ac/sa/prop98.asp>], also known as *The Classroom Instructional Improvement and Accountability Act*. This ballot initiative provides California's public schools with a stable source of funding. In return, all public schools in California are required annually to prepare the School Accountability Report Cards (SARCs) and disseminate them to the public. SARCs are intended to provide the public with valuable information about each public school and to communicate a school's progress in achieving its goals.

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

-SARC reports under separate cover-

RECOMMENDATION:

Approve the publication of the School Accountability Report Cards for our seven schools for the 2024-25 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal #3: Parent Engagement ~ Action 3.4: Improve communication between home and school, enhance websites, provide updates on student progress, and notify parents about district and school events. Ensure access to families with language support.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes ☒ No

Requisition #

N/A

(Amount)

(Name of funding source and/or location)

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



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

School Accountability Report Card (SARC) 2023-24

Published during the 2024-25 School Year

La Mirada Elementary



Board Approval Date: January 23, 2025



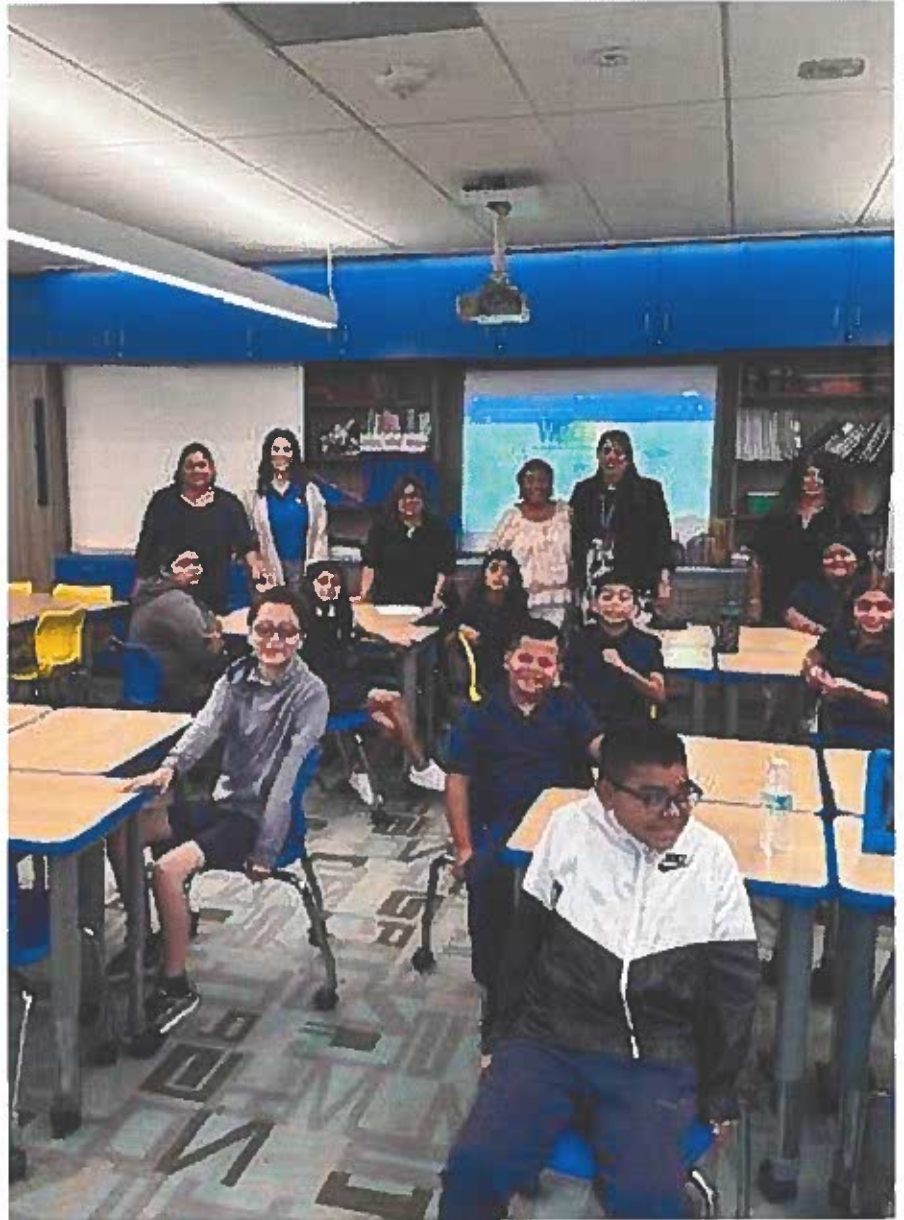
San Ysidro
School District **EST - 1987**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

4350 Otay Mesa Road San Ysidro, CA 92173 ▪ www.sysdschools.org
Gina A. Potter, Ed.D., Superintendent ▪ gina.potter@sysdschools.org ▪ (619) 428-4476

SARC

2023-24

School Accountability
Report Card
Published in 2024-25



La Mirada Elementary School

Grades TK-6
CDS Code 37-68379-608900

Laura English, Principal
alma.english@sysdschools.org

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

www.sysdschools.org/lamirada



Amazing things happen at La Mirada!



Principal's Message

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

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

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

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

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

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

School Mission Statement

La Mirada school is a community that provides an education that challenges, empowers, and equips our students to become well rounded global citizens through good decisions, solving problems and showing respect.

School Vision Statement

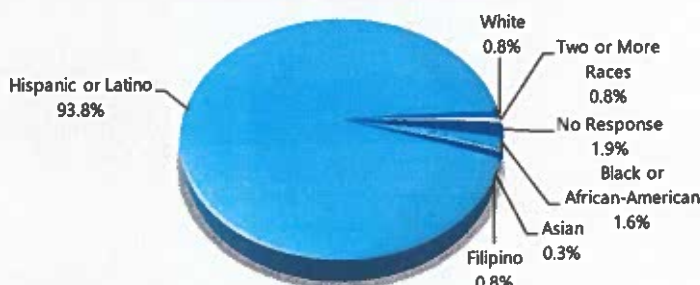
We believe that a happy child is a successful one. We are committed to providing a positive, safe and stimulating environment for children to learn, where all are valued. We intend that all children should enjoy their learning, achieve their potential and become independent life-long learners and well-rounded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

Enrollment by Student Group

The total enrollment at the school was 368 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.

Demographics

2023-24 School Year



TRANSCEND



TRASCENDER

School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

School Board

Zenaida Rosario, President

Antonio Martinez, Vice President

Irene Lopez, Clerk

Martin Arias, Member

Kenia Peraza, Member

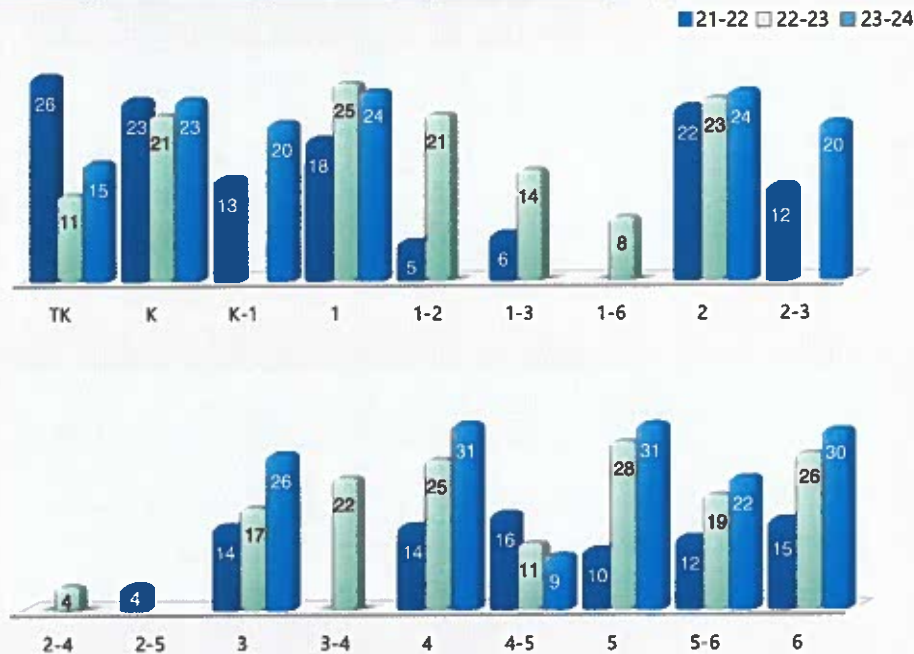


Class Size Distribution

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

Average Class Size

Three-Year Data



Number of Classrooms by Size

Three-Year Data

	2021-22			2022-23			2023-24		
Grade	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK		1		3			3		
K		1			2			1	
K-1	2						1	1	
1	1				1			1	
1-2	1			1	1				
1-3	2			1					
1-6				1					
2		1			1			1	
2-3	2						1	1	
2-4				1					
2-5	1								
3	1	1		1	1			1	
3-4				1	1				
4	1	1			1			1	
4-5	1	1		2			1		
5	2	1			1			1	
5-6	1			2	1		1	1	
6	1	2			1			1	

Enrollment by Student Group

Demographics

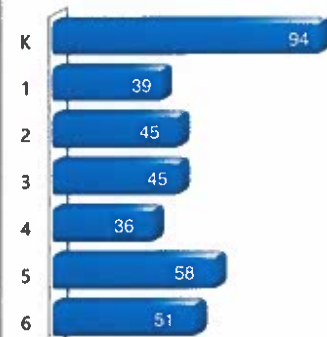
2023-24 School Year

Female	46.70%
Male	53.00%
Non-Binary	0.30%
English learners	51.90%
Foster youth	0.80%
Homeless	20.10%
Migrant	0.00%
Socioeconomically Disadvantaged	67.10%
Students with Disabilities	25.00%

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.

2023-24 Enrollment by Grade





Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	La Mirada ES			San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	0.60%	1.20%	0.00%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%

We value our Personal Standards:

Make Good Decisions

Solve Problems

Show Respect



Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CAFE Summer Institute, CAFE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2022-23	125
2023-24	130
2024-25	130

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2023-24 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	0.00%	0.00%	
Female	0.00%	0.00%	
Male	0.00%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	0.00%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	0.00%	0.00%	
English Learners	0.00%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	0.00%	0.00%	
Socioeconomically Disadvantaged	0.00%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	0.00%	0.00%	



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2023-24 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	93.2%	94.9%	96.6%	94.9%	96.6%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2023-24 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	408	395	159	40.30%	
Female	185	183	75	41.00%	
Male	223	212	84	39.60%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	0	0	0	0.00%	
Black or African American	11	11	6	54.50%	
Filipino	0	0	0	0.00%	
Hispanic or Latino	375	366	148	40.40%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	0	0	0	0.00%	
White	0	0	0	0.00%	
English Learners	213	207	90	43.50%	
Foster Youth	0	0	0	0.00%	
Homeless	76	76	39	51.30%	
Socioeconomically Disadvantaged	338	330	140	42.40%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	123	117	50	42.70%	



Types of Services Funded

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

Federal funds

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

State funds

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



Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	La Mirada ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	4.76%	23.73%	18.22%	18.53%	30.29%	30.73%

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	La Mirada ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	20%	28%	35%	35%	46%	47%
Mathematics	14%	23%	24%	26%	34%	35%

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

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

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

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



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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	59	59	100.00%	0.00%	23.73%
Female	21	21	100.00%	0.00%	9.52%
Male	38	38	100.00%	0.00%	31.58%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	55	55	100.00%	0.00%	25.45%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	20	20	100.00%	0.00%	15.00%
Foster Youth	♦	♦	♦	♦	♦
Homeless	16	16	100.00%	0.00%	12.50%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	49	49	100.00%	0.00%	24.49%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	16	16	100.00%	0.00%	18.75%

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

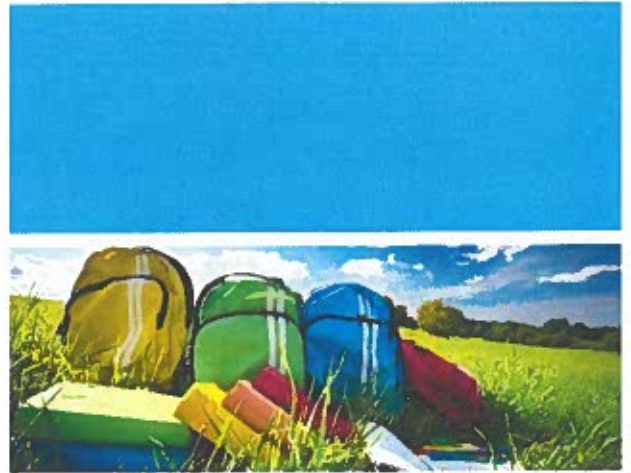




CAASPP Test Results by Student Group: English Language Arts (grades 3-6)

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	191	186	97.38%	2.62%	28.49%
Female	91	88	96.70%	3.30%	29.55%
Male	100	98	98.00%	2.00%	27.55%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	179	174	97.21%	2.79%	26.44%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	81	76	93.83%	6.17%	13.16%
Foster Youth	♦	♦	♦	♦	♦
Homeless	53	51	96.23%	3.77%	11.76%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	157	154	98.09%	1.91%	25.32%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	54	54	100.00%	0.00%	11.11%

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

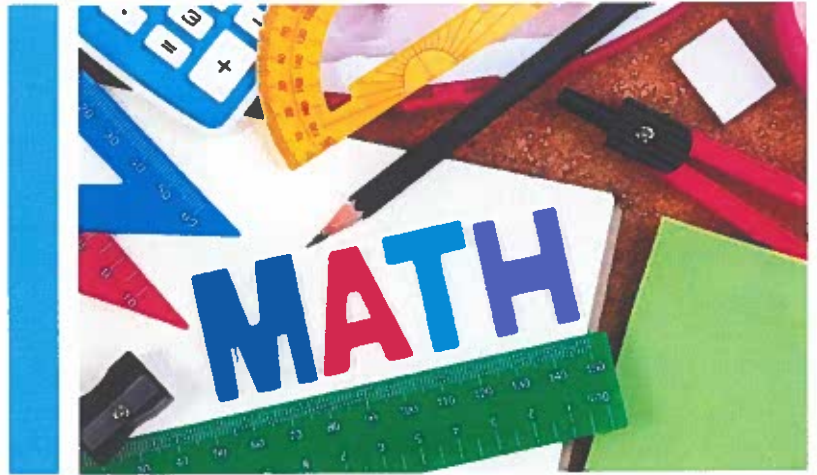




CAASPP Test Results by Student Group: Mathematics (grades 3-6)

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	191	189	98.95%	1.05%	22.75%
Female	91	89	97.80%	2.20%	17.98%
Male	100	100	100.00%	0.00%	27.00%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	179	177	98.88%	1.12%	20.90%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	81	79	97.53%	2.47%	11.39%
Foster Youth	♦	♦	♦	♦	♦
Homeless	53	52	98.11%	1.89%	15.38%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	157	155	98.73%	1.27%	21.29%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	54	54	100.00%	0.00%	7.41%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2024-25 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Ready to Advance (TK)	2018
Reading/language arts	Benchmark Advance (K-6)	2023
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018
English Language Development	Benchmark Advance: Asset-Based Access to English-Express (K-6)	2023
English Language Development	Ready to Advance (TK)	2018
Mathematics	My Math, McGraw-Hill (TK-5)	2017
Mathematics	SpringBoard, College Board (6)	2017
Science/Health	TWIG Science (TK-5)	2023
Science/Health	CA Inspire Science, McGraw Hill (6)	2023
History/Social Science	History Social Science CA myWorld Interactive, Savvas (K-5)	2024
History/Social Science	CA History Social Science myWorld Interactive Secondary, Savvas/Pearson (6)	2024

Public Internet Access

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

School Safety

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

La Mirada Elementary School places a strong emphasis on safety for students and staff. We review emergency plans frequently. We hold annual training procedures and drills for earthquakes, fire, intruders and bus evacuations according to district requirements. Maintenance staff works with a scheduled preventive program to offset costly repairs. Staff models and reviews safe behaviors and practices with the students regularly. The school safety plan was last reviewed, updated and discussed with the school faculty in January 2025.

✦ Not applicable.

Availability of Textbooks and Instructional Materials

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

Percentage of Students Lacking Materials by Subject	
2024-25 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	✦
Foreign language	✦
Health	✦

Currency of Textbooks

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

Currency of Textbooks	
2024-25 School Year	
Data collection date	9/12/2024

Quality of Textbooks

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

Quality of Textbooks	
2024-25 School Year	
Criteria	Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes



School Facility Good Repair Status

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

School Facility Good Repair Status		2024-25 School Year
Items Inspected		Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)		Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)		Good
Cleanliness: Pest/vermin control, overall cleanliness		Good
Electrical: Electrical systems		Fair
Restrooms/fountains: Restrooms, sinks and drinking fountains		Good
Safety: Fire safety, emergency systems, hazardous materials		Good
Structural: Structural condition, roofs		Good
External: Windows/doors/gates/fences, playgrounds/school grounds		Good
Overall summary of facility conditions		Good
Date of the most recent FIT report		10/22/2024

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2024-25 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Interior	Room 22: Ceiling tile stained; Girls RR: Graffiti.	
Electrical	Rooms 7, 15, 23, 24 and Library: Lights burned out; Room 16: Light switch loose, lights out; Room 19: Light out.	

Parental Involvement

Parents assist the school by volunteering in activities and attending parent meetings. Parents also participate in the School Site Council (SSC) and English Learner Advisory Committee (ELAC).

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

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

School Facilities

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

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

Cleaning Process

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

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

Maintenance and Repair

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

La Mirada Modernization

La Mirada went through a modernization during the months of June to August 2017. Renovations were made in classrooms, bathrooms, the multipurpose room, library and offices. La Mirada also received new furniture and computers. The landscape and parking area are also new. In April 2024, La Mirada installed two new state-of-the-art playgrounds.



Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

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

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

Teacher Preparation and Placement					2022-23 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	21.6	87.8%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Properly Assigned	0.0	0.0%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.9	12.1%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%
Unknown	0.0	0.0%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	24.5	100.0%	198.1	100.0%	277,697.8	100.0%

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdf1201.asp>.

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



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

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments		Three-Year Data		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	0.0	
Misassignments	0.0	2.0	2.9	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	0.0	2.0	2.9	

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

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

Credentialed Teachers Assigned Out-of-Field		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0	
Local Assignment Options	0.0	0.0	0.0	
Total Out-of-Field Teachers	0.0	0.0	0.0	

Class Assignments

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	12.5%	10.0%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	4.1%	0.0%	

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsup-flash201.asp>.

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

California School Dashboard

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

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2023-24 School Year	
	Ratio
Pupils to Academic counselors	✦
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.71*
Nurse	0.14**
Speech/language/hearing specialist	1.00
Resource specialist (nonteaching)	0.00
✦ Not applicable.	
* 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.	
** 1 District Nurse to oversee all schools and is available for all students.	



Financial Data

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data		2022-23 Fiscal Year
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$56,942	\$57,838
Midrange teacher salary	\$85,245	\$90,040
Highest teacher salary	\$112,613	\$118,647
Average elementary school principal salary	\$141,711	\$144,638
Average middle school principal salary	\$140,176	\$148,269
Superintendent salary	\$213,958	\$229,985
Teacher salaries: percentage of budget	33.00%	30.79%
Administrative salaries: percentage of budget	4.00%	5.71%

Financial Data Comparison

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

Financial Data Comparison		2022-23 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
La Mirada ES	\$8,415	\$101,677
San Ysidro SD	\$12,683	\$105,887
California	\$10,771	\$94,129
School and district: percentage difference	-33.7%	-4.0%
School and California: percentage difference	-21.9%	+8.0%

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

All data accurate as of December 2024.

School Financial Data

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

School Financial Data	
2022-23 Fiscal Year	
Total expenditures per pupil	\$9,003
Expenditures per pupil from restricted sources	\$588
Expenditures per pupil from unrestricted sources	\$8,415
Annual average teacher salary	\$101,677



Expenditures Per Pupil

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

School Accountability Report Card

Published by:

SchoolStatus
www.schoolstatus.com



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

School Accountability Report Card (SARC) 2023-24

Published during the 2024-25 School Year

Ocean View Hills Elementary



Board Approval Date: January 23, 2025



San Ysidro
School District **EST. 1987**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

4350 Otay Mesa Road San Ysidro, CA 92173 ▪ www.sysdschools.org
Gina A. Potter, Ed.D., Superintendent ▪ gina.potter@sysdschools.org ▪ (619) 428-4476

SARC

2023-24

School Accountability
Report Card
Published in 2024-25



Ocean View Hills Elementary School

Grades TK-5
CDS Code 37-68379-6119341

Erika Meza, Principal
Erika.meza@sysdschools.org

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

www.sysdschools.org/Domain/10





Principal's Message

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

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

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

School Mission Statement

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

School Vision Statement

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

Parental Involvement

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

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

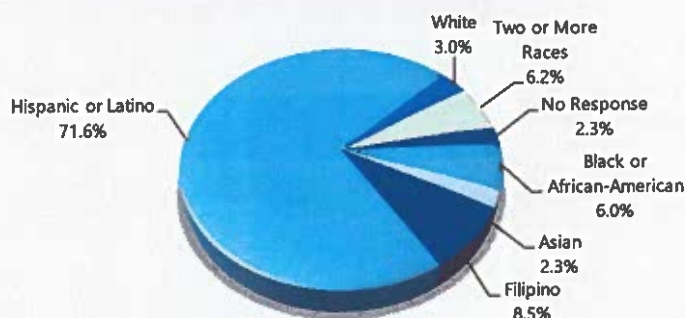
We look forward to working together with you to make your child's educational experience a positive one.

Enrollment by Student Group

The total enrollment at the school was 985 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.

Demographics

2023-24 School Year



TRANSCEND



TRASCENDER

School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

School Board

Zenaida Rosario, President

Antonio Martinez, Vice President

Irene Lopez, Clerk

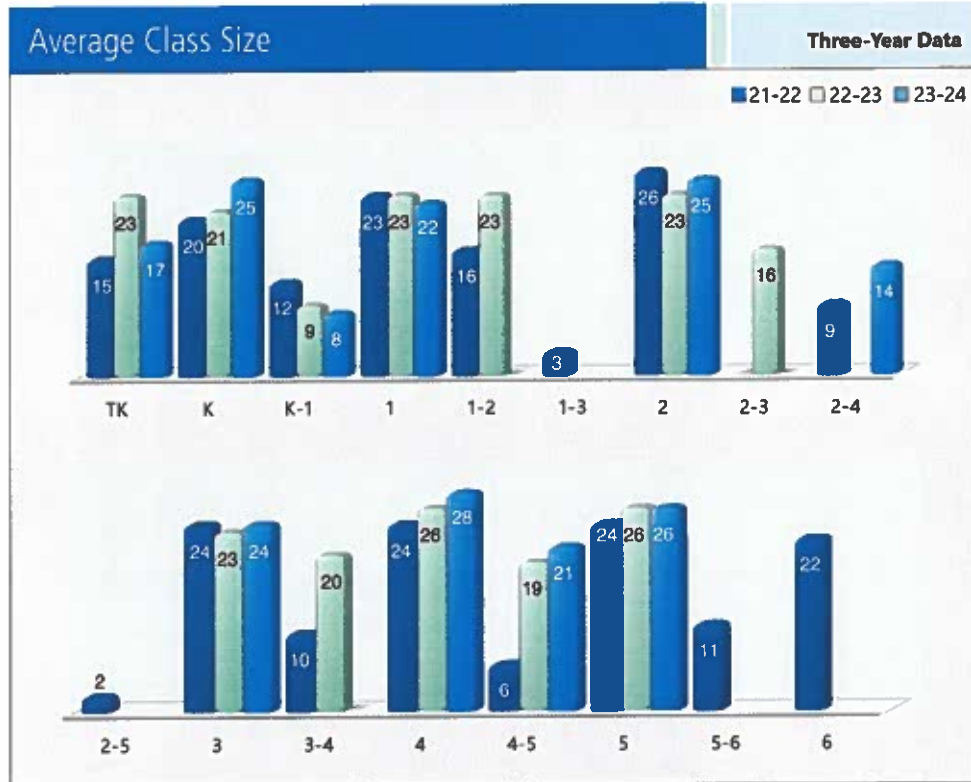
Martin Arias, Member

Kenia Peraza, Member



Class Size Distribution

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



Number of Classrooms by Size Three-Year Data

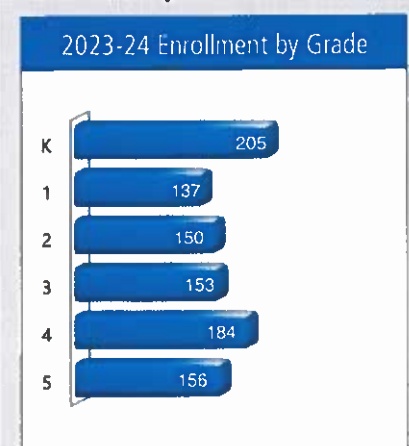
Grade	2021-22			2022-23			2023-24		
	Number of Students			Number of Students			Number of Students		
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK	2				2		3		
K	1	6		1	5			6	
K-1	1			1			1		
1		6			6		1	5	
1-2	1	1			1				
1-3	1								
2		6			6			6	
2-3				1					
2-4	1						1		
2-5	1								
3		6			7			6	
3-4	1			1					
4	1	5			5			6	
4-5	1			1	1		1	1	
5	1	4			5			5	
5-6	2								
6	1	5							

Enrollment by Student Group

Demographics	
2023-24 School Year	
Female	48.10%
Male	51.80%
Non-Binary	0.10%
English learners	31.90%
Foster youth	0.20%
Homeless	9.70%
Migrant	0.00%
Socioeconomically Disadvantaged	32.30%
Students with Disabilities	13.20%

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.





Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	Ocean View Hills ES			San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	0.50%	0.70%	0.60%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CAFE Summer Institute, CAFE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2022-23	125
2023-24	130
2024-25	130

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2023-24 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	0.60%	0.00%	
Female	0.00%	0.00%	
Male	1.10%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	3.10%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	0.40%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	1.50%	0.00%	
White	0.00%	0.00%	
English Learners	0.00%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	0.00%	0.00%	
Socioeconomically Disadvantaged	0.40%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	1.30%	0.00%	



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2023-24 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	98.8%	95.7%	98.1%	96.3%	98.8%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2023-24 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	1,036	1,023	135	13.20%	
Female	493	489	66	13.50%	
Male	541	532	68	12.80%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	23	23	0	0.00%	
Black or African American	65	65	6	9.20%	
Filipino	86	86	8	9.30%	
Hispanic or Latino	743	733	101	13.80%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	65	64	11	17.20%	
White	30	29	4	13.80%	
English Learners	344	341	55	16.10%	
Foster Youth	0	0	0	0.00%	
Homeless	99	97	16	16.50%	
Socioeconomically Disadvantaged	558	553	88	15.90%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	23	23	0	0.00%	



Types of Services Funded

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

Federal funds

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

State funds

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



Statewide Assessments

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

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

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

CAASPP Test Results in Science for All Students

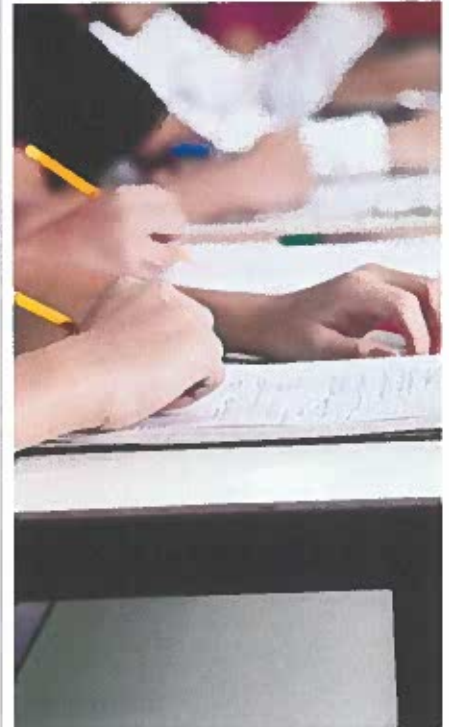
The table below shows the percent of students meeting or exceeding the State standard on the CAASPP—California Science Test (CAST) and the California Alternate Assessment for Science (CAA for Science) for grades 5, 8 and once in high school (i.e., grade 10, 11 or 12).

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Ocean View Hills ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	30.87%	32.50%	18.22%	18.53%	30.29%	30.73%

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Ocean View Hills ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	53%	56%	35%	35%	46%	47%
Mathematics	43%	46%	24%	26%	34%	35%



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

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

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

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



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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	162	160	98.77%	1.23%	32.50%
Female	71	70	98.59%	1.41%	28.57%
Male	91	90	98.90%	1.10%	35.56%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	13	13	100.00%	0.00%	61.54%
Hispanic or Latino	124	123	99.19%	0.81%	27.64%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	56	56	100.00%	0.00%	10.71%
Foster Youth	♦	♦	♦	♦	♦
Homeless	22	20	90.91%	9.09%	40.00%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	88	86	97.73%	2.27%	26.74%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	30	28	93.33%	6.67%	10.71%

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





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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	489	479	97.96%	2.04%	56.16%
Female	235	232	98.72%	1.28%	60.34%
Male	254	247	97.24%	2.76%	52.23%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	11	10	90.91%	9.09%	♦
Black or African American	26	25	96.15%	3.85%	56.00%
Filipino	45	45	100.00%	0.00%	82.22%
Hispanic or Latino	357	351	98.32%	1.68%	50.71%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	37	35	94.59%	5.41%	77.14%
White	13	13	100.00%	0.00%	61.54%
English Learners	148	143	96.62%	3.38%	27.97%
Foster Youth	♦	♦	♦	♦	♦
Homeless	56	52	92.86%	7.14%	46.15%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	281	273	97.15%	2.85%	47.99%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	74	69	93.24%	6.76%	23.19%

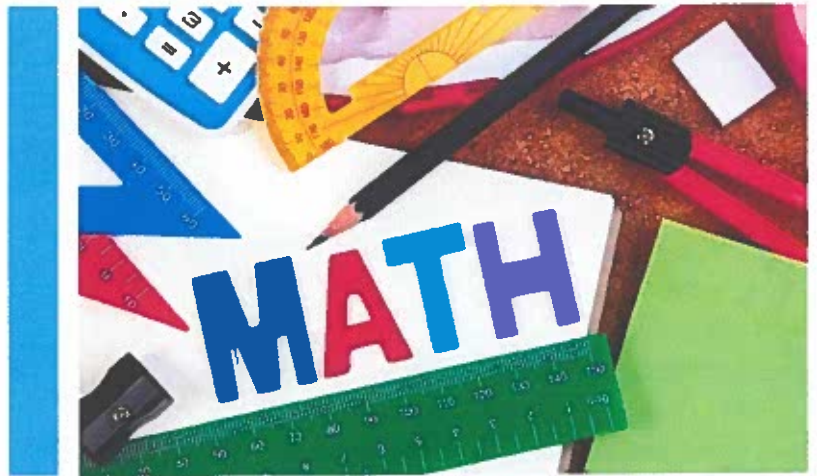
♦ Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.



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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	489	483	98.77%	1.23%	45.96%
Female	235	233	99.15%	0.85%	43.35%
Male	254	250	98.43%	1.57%	48.40%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	11	11	100.00%	0.00%	54.55%
Black or African American	26	25	96.15%	3.85%	56.00%
Filipino	45	45	100.00%	0.00%	68.89%
Hispanic or Latino	357	354	99.16%	0.84%	39.27%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	37	35	94.59%	5.41%	71.43%
White	13	13	100.00%	0.00%	53.85%
English Learners	148	147	99.32%	0.68%	23.13%
Foster Youth	♦	♦	♦	♦	♦
Homeless	56	52	92.86%	7.14%	40.38%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	281	276	98.22%	1.78%	39.86%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	74	69	93.24%	6.76%	18.84%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2024-25 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Ready to Advance (TK), Listos y Adelante (Spanish for Dual Language)	2018
Reading/language arts	Benchmark Advance (K-5)	2023
Reading/language arts	Benchmark Adelante (K-3) Spanish for Dual Language	2023
Reading/language arts	Benchmark Steps to Advance (2-5 SDC)	2018
English Language Development	Benchmark Advance: Asset-Based Access to English-Express (K-5)	2023
English Language Development	Ready to Advance (TK)	2018
Mathematics	My Math, McGraw-Hill (TK-5)	2017
Science/Health	TWIG Science (TK-5) and Spanish for Dual Language	2023
History/Social Science	History Social Science CA myWorld Interactive, Savvas (K-5) and Spanish for Dual Language	2024

Quality of Textbooks

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

Quality of Textbooks		2024-25 School Year
Criteria		Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?		Yes

Public Internet Access

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

✦ Not applicable.

Availability of Textbooks and Instructional Materials

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

Percentage of Students Lacking Materials by Subject	
2024-25 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	✦
Foreign language	✦
Health	✦

Currency of Textbooks

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

Currency of Textbooks	
2024-25 School Year	
Data collection date	9/12/2024





School Facility Good Repair Status

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

School Facility Good Repair Status		2024-25 School Year
Items Inspected		Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)		Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)		Good
Cleanliness: Pest/vermin control, overall cleanliness		Good
Electrical: Electrical systems		Poor
Restrooms/fountains: Restrooms, sinks and drinking fountains		Fair
Safety: Fire safety, emergency systems, hazardous materials		Good
Structural: Structural condition, roofs		Good
External: Windows/doors/gates/fences, playgrounds/school grounds		Good
Overall summary of facility conditions		Good
Date of the most recent FIT report		10/23/2024

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2024-25 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Interior	Boys RR # Lib and Girls RR # Lib: Graffiti; Girls RR # #9: Deficiency not listed.	
Electrical	Rooms 4, 6, 12, 13, 14, 17, 18, 25, 30, 36, 37, 38, & 49: Burned out lights; Room 55: Light out.	
Restrooms/fountains	Room 56: Deficiency not listed	

School Safety

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

The school safety plan was last reviewed, updated, and discussed with the school faculty in January 2025. Ocean View Hills is focused on providing a positive, safe, and secure learning environment for students, staff, parents and the community. Ocean View Hills has a Site Emergency Operation Plan (SEOP). The SEOP is accessible to all faculty and staff. The SEOP is updated every school year and is shared with the School Site Council and faculty. We conduct the following drills: a fire drill once a month, an earthquake drill twice a year, a lockdown drill once a year and a bus evacuation drill once a year. Ocean View Hills is committed to supporting a learning environment that allows staff to effectively teach and for students to actively learn. Ocean View Hills School is currently on Tier 1 of the Positive Behavior Intervention Supports (PBIS). We have schoolwide rules and expectations posted in each classroom and around campus. Our PBIS team will develop an action plan to incorporate Character Education lessons along with the Second Steps Curriculum, which includes Social and Emotional Learning. Also, we are using restorative practices with our students and staff.

School Facilities

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

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

Cleaning Process

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

Maintenance and Repair

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

California School Dashboard

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



Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

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

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

Teacher Preparation and Placement					2022-23 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	41.0	95.4%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Properly Assigned	0.0	0.0%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%
Unknown	2.0	4.7%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	43.0	100.0%	198.1	100.0%	277,697.8	100.0%

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

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

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



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

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments		Three-Year Data		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	0.0	
Misassignments	0.0	2.0	0.0	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	0.0	2.0	0.0	



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

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

Credentialed Teachers Assigned Out-of-Field		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0	
Local Assignment Options	0.0	0.0	0.0	
Total Out-of-Field Teachers	0.0	0.0	0.0	

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2023-24 School Year	
	Ratio
Pupils to Academic counselors	◇
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.71*
Nurse	0.14**
Speech/language/hearing specialist	2.00
Resource specialist (nonteaching)	0.00
◇ Not applicable.	
* 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.	
** 1 District Nurse to oversee all schools and is available for all students.	

Class Assignments

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	6.2%	0.0%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	1.8%	0.0%	

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

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



Financial Data

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data			2022-23 Fiscal Year
	San Ysidro SD	Similar Sized District	
Beginning teacher salary	\$56,942	\$57,838	
Midrange teacher salary	\$85,245	\$90,040	
Highest teacher salary	\$112,613	\$118,647	
Average elementary school principal salary	\$141,711	\$144,638	
Average middle school principal salary	\$140,176	\$148,269	
Superintendent salary	\$213,958	\$229,985	
Teacher salaries: percentage of budget	33.00%	30.79%	
Administrative salaries: percentage of budget	4.00%	5.71%	

Financial Data Comparison

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

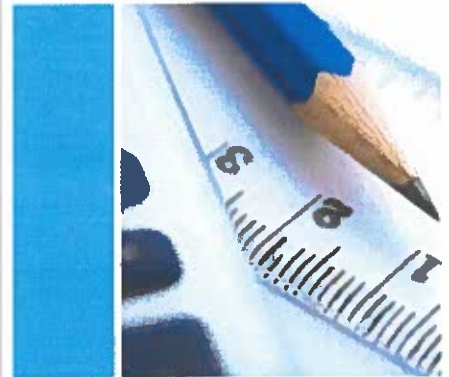
Financial Data Comparison			2022-23 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary	
Ocean View Hills ES	\$8,270	\$111,637	
San Ysidro SD	\$12,683	\$105,887	
California	\$10,771	\$94,129	
School and district: percentage difference	-34.8%	+5.4%	
School and California: percentage difference	-23.2%	+18.6%	

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

School Financial Data

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

School Financial Data	
2022-23 Fiscal Year	
Total expenditures per pupil	\$8,462
Expenditures per pupil from restricted sources	\$193
Expenditures per pupil from unrestricted sources	\$8,270
Annual average teacher salary	\$111,637



Expenditures Per Pupil

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

School Accountability Report Card

Published by:



www.schoolstatus.com



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

School Accountability Report Card (SARC) 2023-24

Published during the 2024-25 School Year

Smythe Elementary



Board Approval Date: January 23, 2025



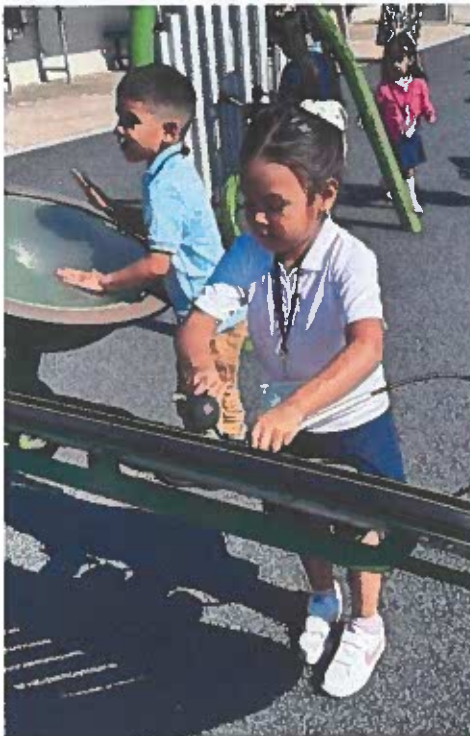
San Ysidro
School District **EST - 1967**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

4350 Otay Mesa Road San Ysidro, CA 92173 ▪ www.sysdschools.org
Gina A. Potter, Ed.D., Superintendent ▪ gina.potter@sysdschools.org ▪ (619) 428-4476

SARC

2023-24

School Accountability
Report Card
Published in 2024-25



Smythe Elementary School

Grades K-6
CDS Code 37-68379-6085146

Dr. Rebecca Bravo, Principal
rebecca.bravo@sysdschools.org

1880 Smythe Avenue
San Ysidro, CA 92173
(619) 428-4447

www.sysdschools.org/smythe



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



Principal's Message

Welcome to Smythe Elementary School!

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

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

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

A dedicated team of professional educators and support staff provide students with a rigorous, California standards-based curriculum, and differentiate according to students' needs: 1. increase academic achievement by 5% in all grade levels in reading and mathematics; 2. strengthen the positive school culture through the implementation of Positive Behavioral Interventions and Supports (PBIS) schoolwide; and 3. strengthen parent success through participation in Parent Teacher Association (PTA), English Learner Advisory Committee (ELAC), Social Site School (SSC), Coffee with the Principal forums and other school volunteer opportunities. Our goal is to raise average daily attendance to 96%.

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

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

School Mission Statement

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

Parental Involvement

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

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

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

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

Smythe School has an outreach consultant who is responsible for facilitating communication between parents and the school to support families with student attendance. Please contact Marisela Gonzalez at (619)428-4447, Ext. 3539.

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



School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

School Board

Zenaida Rosario, President

Antonio Martinez, Vice President

Irene Lopez, Clerk

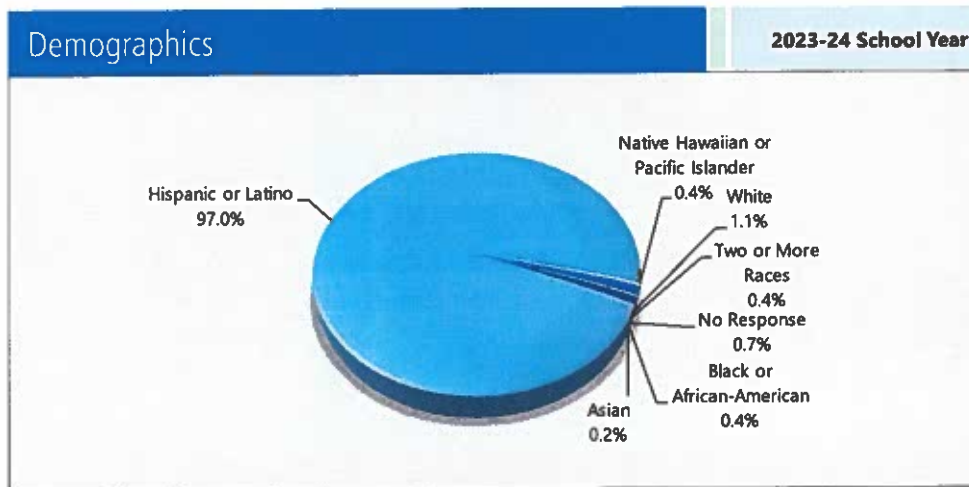
Martin Arias, Member

Kenia Peraza, Member



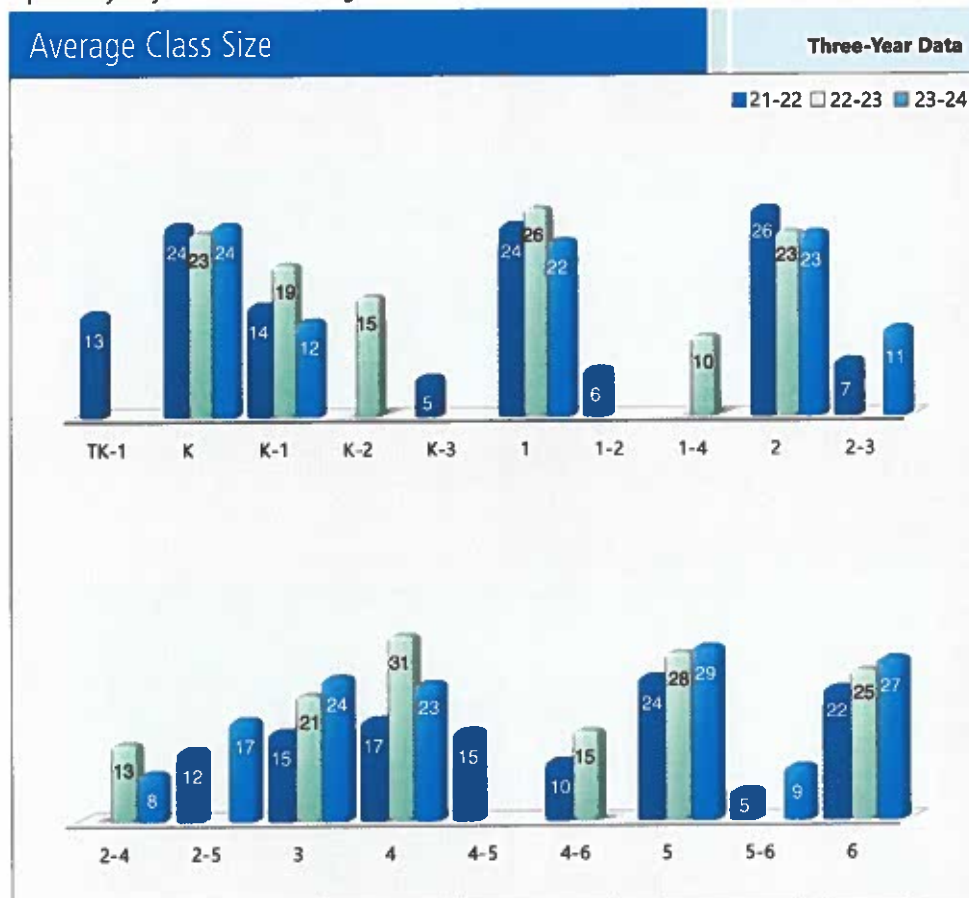
Enrollment by Student Group

The total enrollment at the school was 561 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.



Class Size Distribution

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

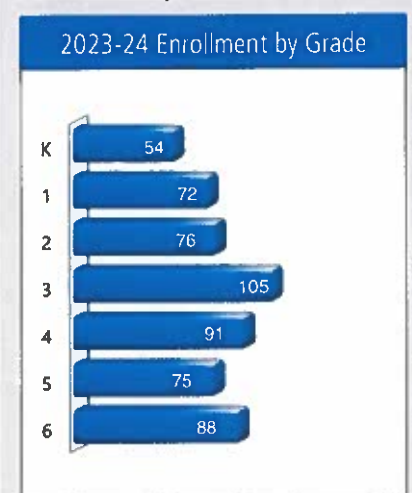


Enrollment by Student Group

Demographics	
2023-24 School Year	
Female	48.70%
Male	51.00%
Non-Binary	0.40%
English learners	68.40%
Foster youth	0.20%
Homeless	29.90%
Migrant	0.20%
Socioeconomically Disadvantaged	72.00%
Students with Disabilities	15.20%

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.





Number of Classrooms by Size							Three-Year Data		
	2021-22			2022-23			2023-24		
Grade	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK-1	2								
K		2			2			2	
K-1	1	1		1	1		1		
K-2				1					
K-3	1								
1		3			2		1	2	
1-2	2								
1-4				1					
2		3			4			3	
2-3	1						1		
2-4				1			1		
2-5	1						1	1	
3	3	1		1	3			4	
4	2	2			2			3	
4-5	1	1							
4-6	1			1					
5		3			3			2	
5-6	1						1		
6	1	3			3			3	

"Our Dragon Family works together in making decisions while accepting responsibility for the success of our children."



School Safety

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

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

California School Dashboard

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



Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	Smythe ES			San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	2.10%	3.70%	3.30%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CAFE Summer Institute, CAFE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2022-23	125
2023-24	130
2024-25	130

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2023-24 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	3.30%	0.00%	
Female	1.00%	0.00%	
Male	5.50%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	3.40%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	0.00%	0.00%	
English Learners	4.10%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	3.70%	0.00%	
Socioeconomically Disadvantaged	3.00%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	5.20%	0.00%	



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2023-24 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	89.7%	88.5%	88.5%	88.5%	89.7%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2023-24 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	630	611	273	44.70%	
Female	303	297	138	46.50%	
Male	326	313	135	43.10%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	0	0	0	0.00%	
Black or African American	0	0	0	0.00%	
Filipino	0	0	0	0.00%	
Hispanic or Latino	613	594	263	44.30%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	0	0	0	0.00%	
White	0	0	0	0.00%	
English Learners	437	424	195	46.00%	
Foster Youth	0	0	0	0.00%	
Homeless	192	186	105	56.50%	
Socioeconomically Disadvantaged	531	520	243	46.70%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	116	108	57	52.80%	



Types of Services Funded

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

Federal funds

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

State funds

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

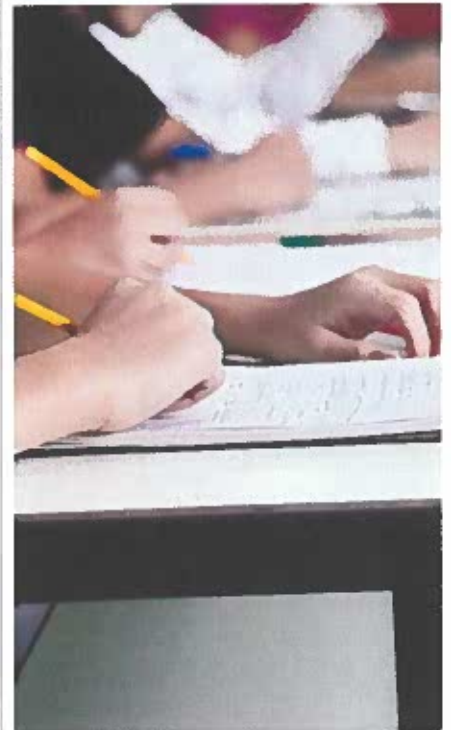


Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Smythe ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	14.12%	5.80%	18.22%	18.53%	30.29%	30.73%

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Smythe ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	22%	16%	35%	35%	46%	47%
Mathematics	15%	16%	24%	26%	34%	35%

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

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

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

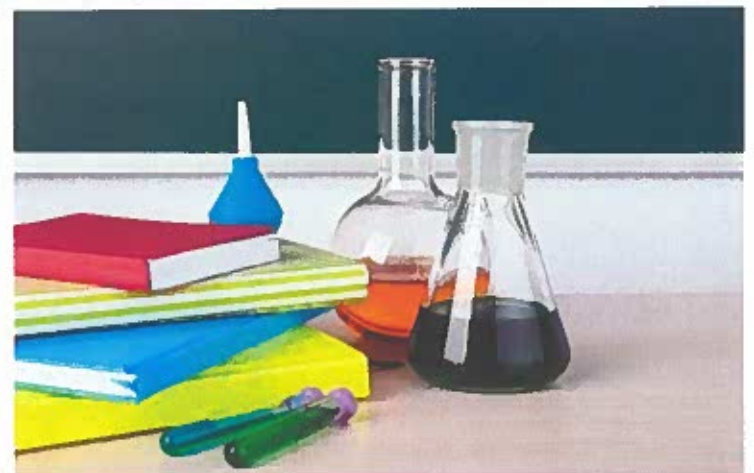
Note: The number of students tested includes all students who participated in the test whether they received a score or not. However, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only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



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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	79	78	98.73%	1.27%	5.80%
Female	37	36	97.30%	2.70%	0.00%
Male	42	42	100.00%	0.00%	11.90%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	77	76	98.70%	1.30%	6.58%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	54	53	98.15%	1.85%	3.77%
Foster Youth	♦	♦	♦	♦	♦
Homeless	23	22	95.65%	4.35%	4.55%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	66	65	98.48%	1.52%	7.69%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	18	18	100.00%	0.00%	5.56%

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





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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	369	356	96.48%	3.52%	16.29%
Female	182	175	96.15%	3.85%	14.29%
Male	187	181	96.79%	3.21%	18.23%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	359	346	96.38%	3.62%	16.18%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	249	237	95.18%	4.82%	7.59%
Foster Youth	♦	♦	♦	♦	♦
Homeless	111	107	96.40%	3.60%	15.89%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	314	305	97.13%	2.87%	16.07%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	60	60	100.00%	0.00%	5.00%

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

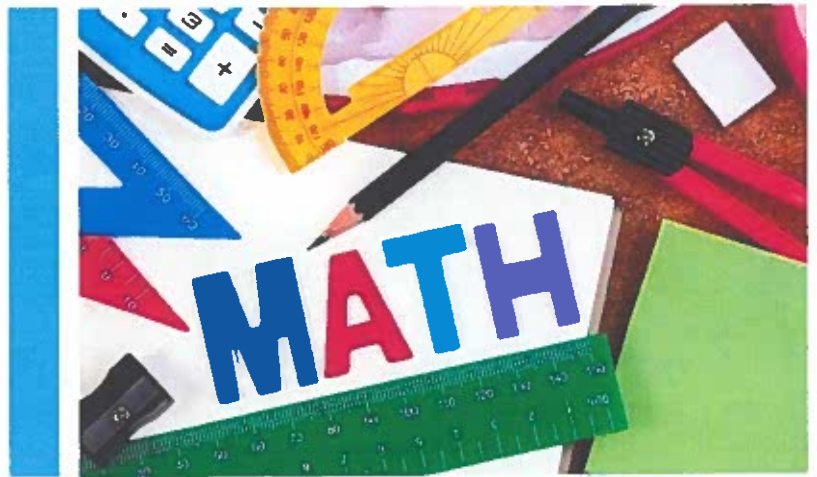




CAASPP Test Results by Student Group: Mathematics (grades 3-6)

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	369	364	98.64%	1.36%	16.48%
Female	182	179	98.35%	1.65%	12.85%
Male	187	185	98.93%	1.07%	20.00%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	359	354	98.61%	1.39%	16.38%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	249	246	98.80%	1.20%	12.60%
Foster Youth	♦	♦	♦	♦	♦
Homeless	111	108	97.30%	2.70%	13.89%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	314	310	98.73%	1.27%	15.81%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	60	58	96.67%	3.33%	5.17%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2024-25 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Advance (K-6)	2023
Reading/language arts	Benchmark Adelante (K-3) Spanish for Dual Language	2023
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018
English Language Development	Benchmark Advance: Asset-Based Access to English-Express (K-5)	2023
Mathematics	SpringBoard, College Board (6)	2017
Science/Health	TWIG Science (K-5) and Spanish for Dual Language	2023
Science/Health	California Inspire Science—Earth and Space, McGraw Hill (6) and Spanish for Dual Language	2023
History/Social Science	History Social Science CA myWorld Interactive, Savvas (K-5) and Spanish for Dual Language	2024
History/Social Science	CA History Social Science myWorld Interactive Secondary, Savvas/Pearson (6) and Spanish for Dual Language	2024

Quality of Textbooks

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

Quality of Textbooks		2024-25 School Year
Criteria		Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?		Yes

Public Internet Access

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

✦ Not applicable.

Availability of Textbooks and Instructional Materials

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

Percentage of Students Lacking Materials by Subject	
2024-25 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	✦
Foreign language	✦
Health	✦

Currency of Textbooks

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

Currency of Textbooks	
2024-25 School Year	
Data collection date	9/12/2024





School Facility Good Repair Status

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

School Facility Good Repair Status		2024-25 School Year
Items Inspected		Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)		Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)		Good
Cleanliness: Pest/vermin control, overall cleanliness		Good
Electrical: Electrical systems		Fair
Restrooms/fountains: Restrooms, sinks and drinking fountains		Good
Safety: Fire safety, emergency systems, hazardous materials		Good
Structural: Structural condition, roofs		Good
External: Windows/doors/gates/fences, playgrounds/school grounds		Good
Overall summary of facility conditions		Good
Date of the most recent FIT report		10/22/2024

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2024-25 School Year
Items Inspected		Deficiencies and Action Taken or Planned
Interior		Room 24: Ceiling tile stained.
Electrical		Rooms 6 & 7: Deficiency not listed; Rooms 11, 14, 15, 16, 27 & 32: Lights burned out.
Safety		Room 10: Deficiency not listed.
Structural		Room 4: Deficiency not listed.

School Facilities

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

Continued on sidebar

School Facilities

Continued from left

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

Cleaning Process

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

Maintenance and Repair

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

Smythe Modernization

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





Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

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

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

Teacher Preparation and Placement					2022-23 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	23.0	88.5%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Properly Assigned	0.0	0.0%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	3.0	11.5%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%
Unknown	0.0	0.0%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	26.0	100.0%	198.1	100.0%	277,697.8	100.0%

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdfash201.asp>.

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



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

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments		Three-Year Data		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	1.0	
Misassignments	0.0	2.0	2.0	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	0.0	2.0	3.0	



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

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

Credentialed Teachers Assigned Out-of-Field		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0	
Local Assignment Options	0.0	0.0	0.0	
Total Out-of-Field Teachers	0.0	0.0	0.0	

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2023-24 School Year	
	Ratio
Pupils to Academic counselors	✦
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.50
Social worker	0.71*
Nurse	0.14**
Speech/language/hearing specialist	2.00
Resource specialist (nonteaching)	0.00
✦ Not applicable.	
* 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.	
** 1 District Nurse to oversee all schools and is available for all students.	

Class Assignments

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	8.5%	7.4%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	2.8%	0.0%	

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

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



Financial Data

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data			2022-23 Fiscal Year
	San Ysidro SD	Similar Sized District	
Beginning teacher salary	\$56,942	\$57,838	
Midrange teacher salary	\$85,245	\$90,040	
Highest teacher salary	\$112,613	\$118,647	
Average elementary school principal salary	\$141,711	\$144,638	
Average middle school principal salary	\$140,176	\$148,269	
Superintendent salary	\$213,958	\$229,985	
Teacher salaries: percentage of budget	33.00%	30.79%	
Administrative salaries: percentage of budget	4.00%	5.71%	

Financial Data Comparison

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

Financial Data Comparison			2022-23 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary	
Smythe ES	\$7,555	\$103,531	
San Ysidro SD	\$12,683	\$105,887	
California	\$10,771	\$94,129	
School and district: percentage difference	-40.4%	-2.2%	
School and California: percentage difference	-29.9%	+10.0%	

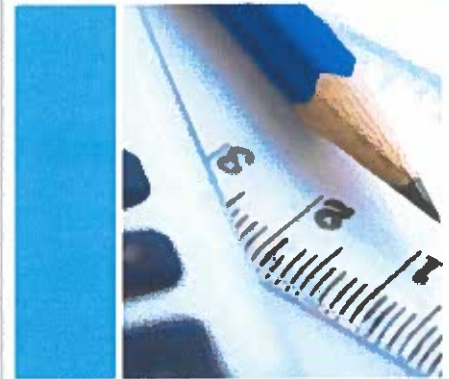
Data for this year's SARC was provided by the California Department of Education and school and district offices. For additional information on California schools and districts and comparisons of the school to the district, the county and the state, please visit DataQuest at <http://dq.cde.ca.gov/dataquest>.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

All data accurate as of December 2024.

School Financial Data

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

School Financial Data	
2022-23 Fiscal Year	
Total expenditures per pupil	\$7,790
Expenditures per pupil from restricted sources	\$235
Expenditures per pupil from unrestricted sources	\$7,555
Annual average teacher salary	\$103,531



Expenditures Per Pupil

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

School Accountability Report Card

Published by:



www.schoolstatus.com



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

School Accountability Report Card (SARC) 2023-24

Published during the 2024-25 School Year

Sunset Elementary



Board Approval Date: January 23, 2025



San Ysidro
School District **EST - 1987**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

4350 Otay Mesa Road San Ysidro, CA 92173 ▪ www.sysdschools.org
Gina A. Potter, Ed.D., Superintendent ▪ gina.potter@sysdschools.org ▪ (619) 428-4476

SARC

2023-24

School Accountability
Report Card
Published in 2024-25



Sunset Elementary School

Grades TK-6
CDS Code 37-68379-6093264

Matthew Bandy, Interim Principal
matthew.bandy@sysdschools.org

3825 Sunset Lane
San Ysidro, CA 92173
(619) 428-1148

www.sysdschools.org/sunset



Sunset Elementary
Home of The Mighty Lions

Sunset Lions ROAR: Respect Others, Act Responsibly



Principal's Message

Welcome to Sunset Elementary – Home of the Lions!

At Sunset Elementary, we believe every day is a chance to grow, inspire, and achieve, and I am beyond thrilled to serve as the principal of this incredible school. It is both a privilege and an honor to lead such a passionate community where every individual—from our talented staff to our enthusiastic students and supportive families—plays a vital role in our shared success.

As we step into the 2024-25 school year, our journey together will focus on academic excellence and whole-student development. By aligning our curriculum with the California State Standards, we will ensure that each child receives the highest quality education, tailored to their unique strengths and needs. But our mission goes beyond academics. We are dedicated to fostering a learning environment where students feel safe, supported, and inspired to become the best versions of themselves.

The Sunset Elementary family is built on strong partnerships between school, home, and the broader community. Together, we are committed to nurturing a culture of respect, kindness, and perseverance. I am excited to collaborate with you all to make this school year not only productive but unforgettable.

Thank you for being part of this amazing journey. Let's continue to make Sunset Elementary a place where Lions ROAR with pride!

With gratitude and enthusiasm,

Matthew Bandy

Interim Principal, Sunset Elementary

It's a great day to be a Lion!

School Mission Statement

Sunset Elementary School: "A tradition of academic excellence"

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

School Vision Statement

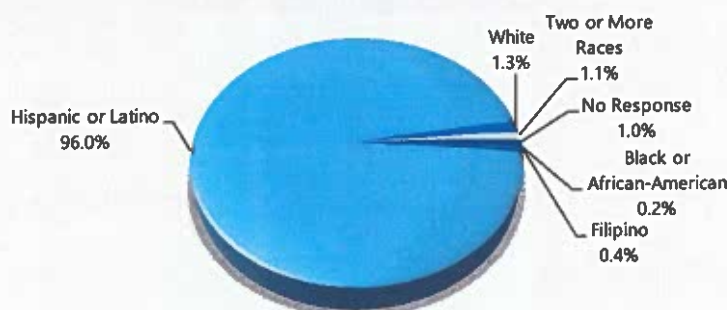
All students learn self-respect, social responsibility, and a global perspective.

Enrollment by Student Group

The total enrollment at the school was 522 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.

Demographics

2023-24 School Year



TRANSCEND



TRASCENDER

School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

School Board

Zenaida Rosario, President

Antonio Martinez, Vice President

Irene Lopez, Clerk

Martin Arias, Member

Kenia Peraza, Member

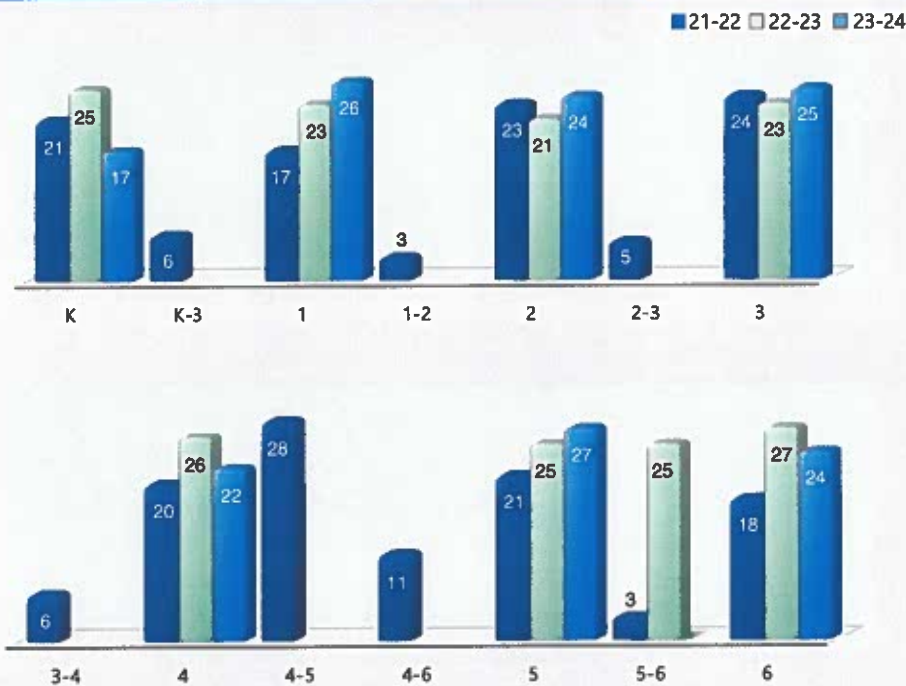


Class Size Distribution

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

Average Class Size

Three-Year Data



Number of Classrooms by Size

Three-Year Data

	2021-22			2022-23			2023-24		
Grade	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
K	1	2			3		3		
K-3	1								
1	3	1			3			3	
1-2	1								
2		3		1	2			3	
2-3	1								
3		3			3			3	
3-4	1								
4	1	3			3			3	
4-5		1							
4-6	1								
5	1	3			3			3	
5-6	1				1				
6	1	4			3			4	

Enrollment by Student Group

Demographics

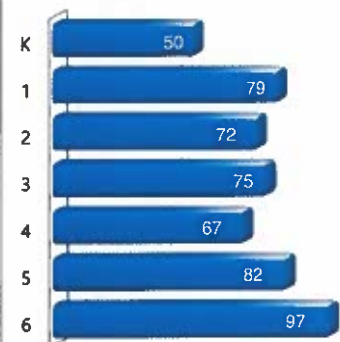
2023-24 School Year

Female	51.50%
Male	48.50%
Non-Binary	0.00%
English learners	68.40%
Foster youth	0.40%
Homeless	26.20%
Migrant	0.00%
Socioeconomically Disadvantaged	70.50%
Students with Disabilities	9.40%

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.

2023-24 Enrollment by Grade





Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	Sunset ES			San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	2.00%	1.40%	0.50%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CAFE Summer Institute, CAFE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2023-24 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	0.50%	0.00%	
Female	0.30%	0.00%	
Male	0.70%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	0.60%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	0.00%	0.00%	
English Learners	0.80%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	0.60%	0.00%	
Socioeconomically Disadvantaged	0.40%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	3.30%	0.00%	

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2022-23	125
2023-24	130
2024-25	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2023-24 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	98.7%	98.7%	98.7%	97.4%	100.0%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2023-24 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	578	560	133	23.80%	
Female	293	283	62	21.90%	
Male	285	277	71	25.60%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	0	0	0	0.00%	
Black or African American	0	0	0	0.00%	
Filipino	0	0	0	0.00%	
Hispanic or Latino	547	534	126	23.60%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	11	◆	◆	◆	
White	0	0	0	0.00%	
English Learners	399	387	91	23.50%	
Foster Youth	0	0	0	0.00%	
Homeless	161	152	43	28.30%	
Socioeconomically Disadvantaged	516	503	120	23.90%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	60	59	14	23.70%	

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



Types of Services Funded

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

Federal funds

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

State funds

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



Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Sunset ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	9.68%	23.38%	18.22%	18.53%	30.29%	30.73%

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

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

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

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

CAASPP Test Results in ELA and Mathematics for All Students

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

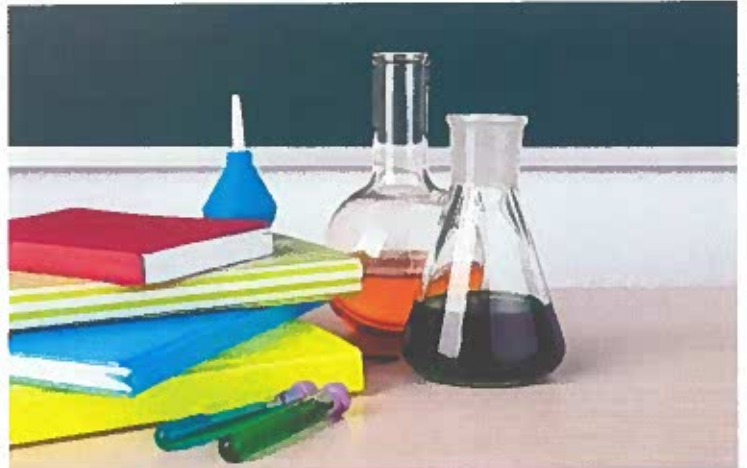
Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Sunset ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	31%	32%	35%	35%	46%	47%
Mathematics	24%	24%	24%	26%	34%	35%



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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	77	77	100.00%	0.00%	23.38%
Female	36	36	100.00%	0.00%	19.44%
Male	41	41	100.00%	0.00%	26.83%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	74	74	100.00%	0.00%	22.97%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	44	44	100.00%	0.00%	2.27%
Foster Youth	♦	♦	♦	♦	♦
Homeless	22	22	100.00%	0.00%	22.73%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	65	65	100.00%	0.00%	18.46%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	♦	♦	♦	♦	♦

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





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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	323	306	94.74%	5.26%	32.03%
Female	164	159	96.95%	3.05%	35.22%
Male	159	147	92.45%	7.55%	28.57%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	312	297	95.19%	4.81%	30.98%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	210	195	92.86%	7.14%	13.33%
Foster Youth	♦	♦	♦	♦	♦
Homeless	87	84	96.55%	3.45%	26.19%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	293	278	94.88%	5.12%	29.14%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	37	35	94.59%	5.41%	17.14%

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

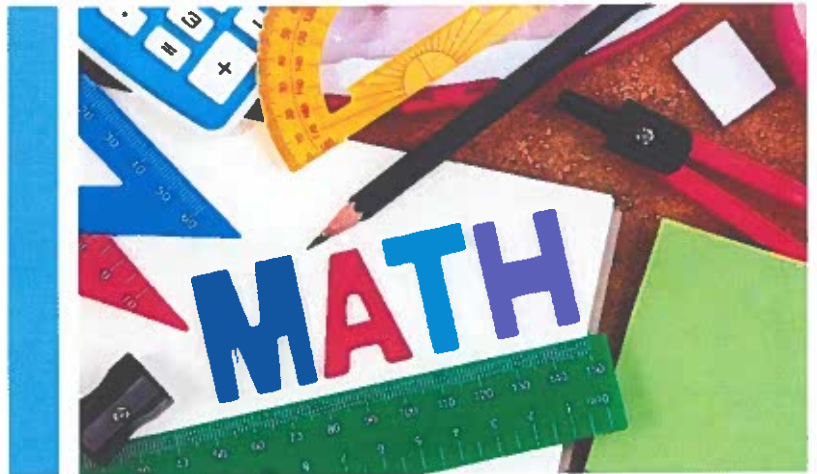




CAASPP Test Results by Student Group: Mathematics (grades 3-6)

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	323	320	99.07%	0.93%	24.06%
Female	164	163	99.39%	0.61%	19.63%
Male	159	157	98.74%	1.26%	28.66%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	312	309	99.04%	0.96%	23.62%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	210	208	99.05%	0.95%	11.06%
Foster Youth	♦	♦	♦	♦	♦
Homeless	87	87	100.00%	0.00%	22.99%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	293	290	98.98%	1.02%	22.07%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	37	35	94.59%	5.41%	14.29%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2024-25 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Ready to Advance (TK), Listos y Adelante (Spanish for Dual Language)	2018
Reading/language arts	Benchmark Advance (English for K-6)	2023
Reading/language arts	Benchmark Adelante (K-3) Spanish for Dual Language	2023
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018
English Language Development	Benchmark Advance: Asset-Based Access to English-Express (K-6)	2023
English Language Development	Ready to Advance (TK)	2018
Mathematics	My Math, McGraw-Hill (K-5)	2017
Mathematics	SpringBoard, College Board (6)	2017
Science/Health	TWIG Science (TK-5) and Spanish for Dual Language	2023
Science/Health	California Inspire Science—Earth and Space, McGraw Hill (6) and Spanish for Dual Language	2023
History/Social Science	History Social Science CA myWorld Interactive, Savvas (K-5) and Spanish for Dual Language	2024
History/Social Science	CA History Social Science myWorld Interactive Secondary, Savvas/Pearson (6) and Spanish for Dual Language	2024

Public Internet Access

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

Parental Involvement

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

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

Availability of Textbooks and Instructional Materials

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

Percentage of Students Lacking Materials by Subject	
2024-25 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	◇
Foreign language	◇
Health	◇

Currency of Textbooks

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

Currency of Textbooks	
2024-25 School Year	
Data collection date	9/12/2024

Quality of Textbooks

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

Quality of Textbooks	
2024-25 School Year	
Criteria	Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes



School Facility Good Repair Status

The table shows the results of the school's most recent inspection using the Facility Inspection Tool (FIT) or equivalent school form. This inspection determines the school facility's good repair status using ratings of good condition, fair condition or poor condition. The overall summary of facility conditions uses ratings of exemplary, good, fair or poor. **At the time of this school facility inspection, no deficiencies were found.**

School Facility Good Repair Status		2024-25 School Year
Items Inspected		Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)		Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)		Good
Cleanliness: Pest/vermin control, overall cleanliness		Good
Electrical: Electrical systems		Good
Restrooms/fountains: Restrooms, sinks and drinking fountains		Good
Safety: Fire safety, emergency systems, hazardous materials		Fair
Structural: Structural condition, roofs		Good
External: Windows/doors/gates/fences, playgrounds/school grounds		Good
Overall summary of facility conditions		Good
Date of the most recent FIT report		10/22/2024

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2024-25 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Electrical	Appliances shall be plugged directly into electrical outlets; Room 23: Lights burned out.	
Safety	Deficiency not listen.	

School Safety

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

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



School Facilities

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

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

Cleaning Process

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

Maintenance and Repair

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



Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.cctc.ca.gov/>.

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

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

Teacher Preparation and Placement					2022-23 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	20.0	90.9%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Properly Assigned	0.0	0.0%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.0	9.1%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%
Unknown	0.0	0.0%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	22.0	100.0%	198.1	100.0%	277,697.8	100.0%

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

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

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



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

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments		Three-Year Data		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	0.0	
Misassignments	0.0	1.0	2.0	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	0.0	1.0	2.0	

California School Dashboard

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

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

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

Credentialed Teachers Assigned Out-of-Field		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0	
Local Assignment Options	0.0	0.0	0.0	
Total Out-of-Field Teachers	0.0	0.0	0.0	

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2023-24 School Year	
	Ratio
Pupils to Academic counselors	✦
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	0.50
Social worker	0.71*
Nurse	0.14**
Speech/language/hearing specialist	0.00
Resource specialist (nonteaching)	0.00
✦ Not applicable.	
* 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.	
** 1 District Nurse to oversee all schools and is available for all students.	

Class Assignments

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	3.1%	9.0%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	0.0%	0.0%	

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

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



Financial Data

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data			2022-23 Fiscal Year
	San Ysidro SD	Similar Sized District	
Beginning teacher salary	\$56,942	\$57,838	
Midrange teacher salary	\$85,245	\$90,040	
Highest teacher salary	\$112,613	\$118,647	
Average elementary school principal salary	\$141,711	\$144,638	
Average middle school principal salary	\$140,176	\$148,269	
Superintendent salary	\$213,958	\$229,985	
Teacher salaries: percentage of budget	33.00%	30.79%	
Administrative salaries: percentage of budget	4.00%	5.71%	

Financial Data Comparison

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

Financial Data Comparison			2022-23 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary	
Sunset ES	\$8,806	\$110,396	
San Ysidro SD	\$12,683	\$105,887	
California	\$10,771	\$94,129	
School and district: percentage difference	-30.6%	+4.3%	
School and California: percentage difference	-18.2%	+17.3%	

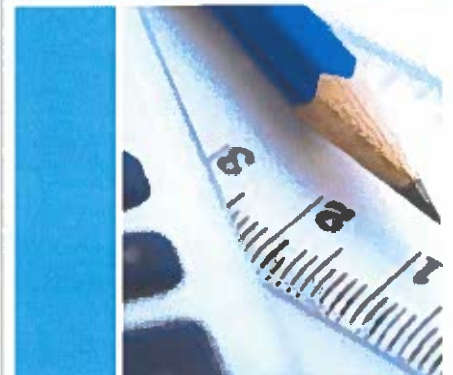
Data for this year's SARC was provided by the California Department of Education and school and district offices. For additional information on California schools and districts and comparisons of the school to the district, the county and the state, please visit DataQuest at <http://dq.cde.ca.gov/dataquest>.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

All data accurate as of December 2024.

School Financial Data

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

School Financial Data	
2022-23 Fiscal Year	
Total expenditures per pupil	\$9,047
Expenditures per pupil from restricted sources	\$241
Expenditures per pupil from unrestricted sources	\$8,806
Annual average teacher salary	\$110,396



Expenditures Per Pupil

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

School Accountability Report Card

Published by:



www.schoolstatus.com



San Ysidro

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

School Accountability Report Card (SARC) 2023-24

Published during the 2024-25 School Year

San Ysidro Middle School



Board Approval Date: January 23, 2025



SARC

2023-24

School Accountability
Report Card
Published in 2024-25



San Ysidro Middle School

Grades 7-8
CDS Code 37-68379-6098453

Mairen Ruiz, Principal
mairen.ruiz@sysdschools.org

4345 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-5551

www.sysdschools.org/syms



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



Principal's Message

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

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

School Mission Statement

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

School Vision Statement

Environment

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

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

Opportunity

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

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

21st Century Skills

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

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

Success

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

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

School Safety

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

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

TRANSCEND



TRASCENDER

School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

School Board

Zenaida Rosario, President

Antonio Martinez, Vice President

Irene Lopez, Clerk

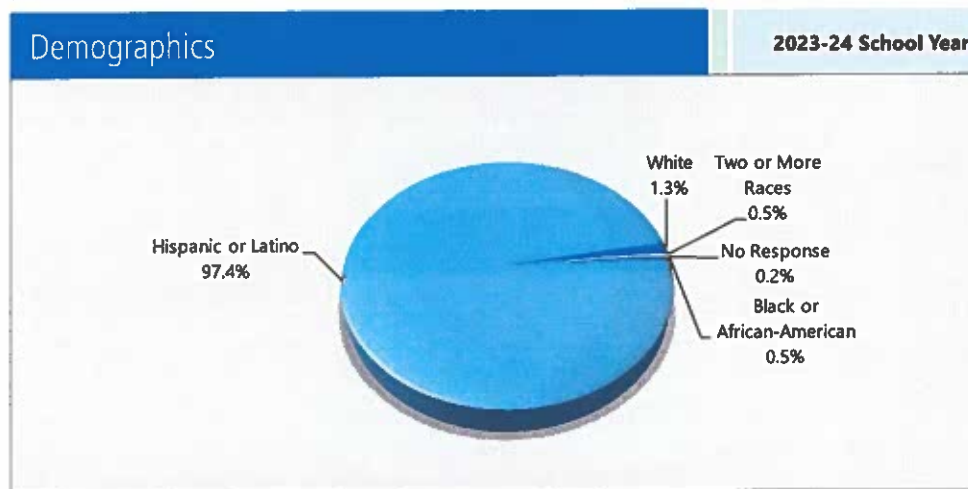
Martin Arias, Member

Kenia Peraza, Member



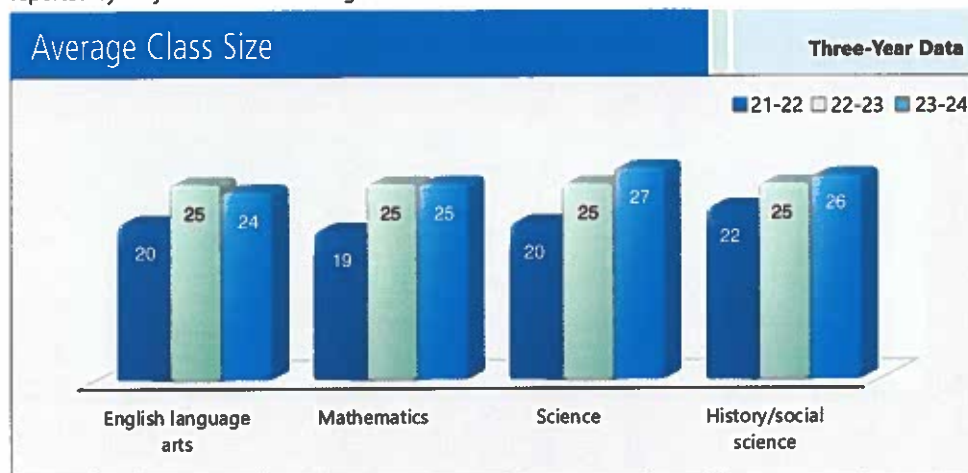
Enrollment by Student Group

The total enrollment at the school was 548 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.



Class Size Distribution

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



Number of Classrooms by Size							Three-Year Data		
	2021-22			2022-23			2023-24		
Subject	Number of Students								
	1-22	23-32	33+	1-22	23-32	33+	1-22	21-32	33+
English language arts	12	13		8	10	3	10	11	1
Mathematics	16	11		8	7	6	9	14	
Science	14	11		5	9	6	6	16	1
History/social science	9	13	1	6	15		11	12	

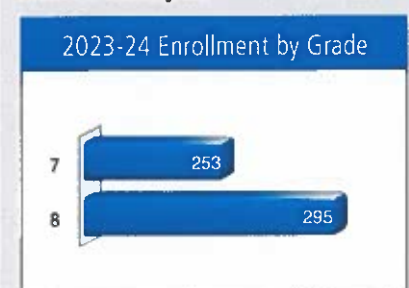
Enrollment by Student Group

Demographics **2023-24 School Year**

Female	47.80%
Male	52.00%
Non-Binary	0.20%
English learners	46.40%
Foster youth	0.00%
Homeless	31.00%
Migrant	0.50%
Socioeconomically Disadvantaged	72.30%
Students with Disabilities	16.40%

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.





Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	San Ysidro MS			San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	10.00%	9.60%	13.90%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CAFE Summer Institute, CAFE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2023-24 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	13.90%	0.00%	
Female	10.70%	0.00%	
Male	16.90%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	13.80%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	0.00%	0.00%	
English Learners	18.10%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	13.10%	0.00%	
Socioeconomically Disadvantaged	13.50%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	13.10%	0.00%	

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2022-23	125
2023-24	130
2024-25	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2023-24 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
7	95.3%	95.3%	95.3%	95.3%	95.3%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2023-24 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	589	580	190	32.80%	
Female	281	276	88	31.90%	
Male	307	303	102	33.70%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	0	0	0	0.00%	
Black or African American	0	0	0	0.00%	
Filipino	0	0	0	0.00%	
Hispanic or Latino	571	562	183	32.60%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	0	0	0	0.00%	
White	0	0	0	0.00%	
English Learners	293	288	113	39.20%	
Foster Youth	0	0	0	0.00%	
Homeless	199	195	85	43.60%	
Socioeconomically Disadvantaged	505	498	172	34.50%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	107	103	46	44.70%	



Types of Services Funded

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

Federal funds

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

State funds

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



Statewide Assessments

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

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

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

CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	San Ysidro MS		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	19.34%	14.44%	18.22%	18.53%	30.29%	30.73%

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	San Ysidro MS		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	31%	26%	35%	35%	46%	47%
Mathematics	17%	13%	24%	26%	34%	35%



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

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

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

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



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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	301	293	97.34%	2.66%	14.44%
Female	134	131	97.76%	2.24%	13.85%
Male	167	162	97.01%	2.99%	16.15%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	294	286	97.28%	2.72%	14.79%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	124	121	97.58%	2.42%	1.65%
Foster Youth	♦	♦	♦	♦	♦
Homeless	113	113	100.00%	0.00%	11.50%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	260	254	97.69%	2.31%	15.48%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	54	50	92.59%	7.41%	10.20%

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

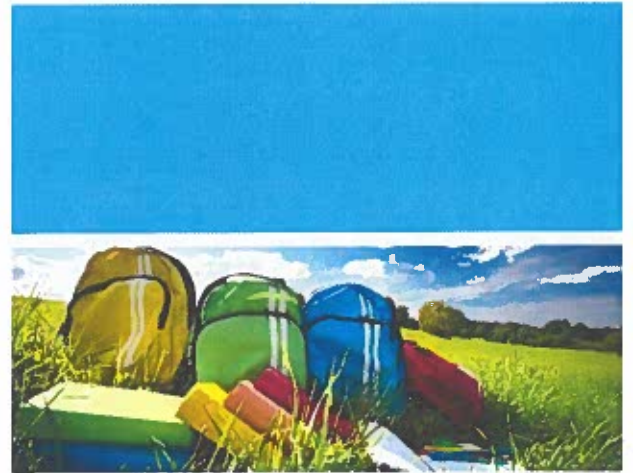




CAASPP Test Results by Student Group: English Language Arts (grades 7-8)

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	556	527	94.78%	5.22%	26.00%
Female	265	253	95.47%	4.53%	31.23%
Male	290	273	94.14%	5.86%	21.25%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	538	510	94.80%	5.20%	26.08%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	250	228	91.20%	8.80%	5.70%
Foster Youth	♦	♦	♦	♦	♦
Homeless	184	173	94.02%	5.98%	17.34%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	475	450	94.74%	5.26%	25.11%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	94	89	94.68%	5.32%	4.49%

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

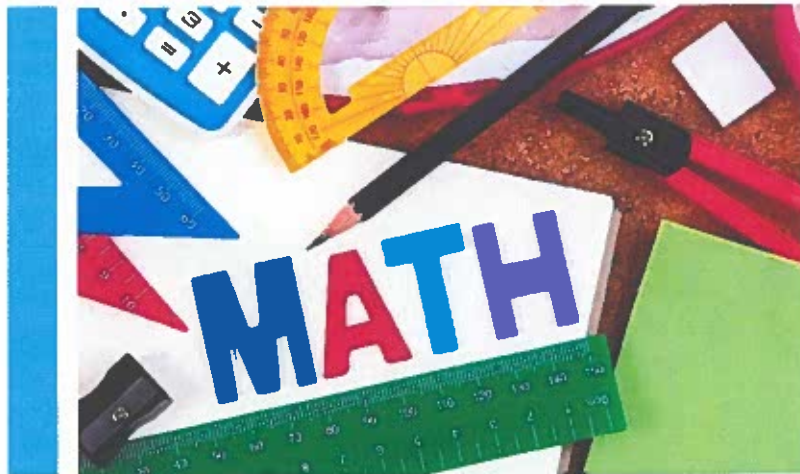




CAASPP Test Results by Student Group: Mathematics (grades 7-8)

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	556	546	98.20%	1.80%	13.19%
Female	265	262	98.87%	1.13%	12.98%
Male	290	283	97.59%	2.41%	13.43%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	538	528	98.14%	1.86%	13.45%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	250	246	98.40%	1.60%	1.22%
Foster Youth	♦	♦	♦	♦	♦
Homeless	184	184	100.00%	0.00%	7.07%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	475	467	98.32%	1.68%	11.99%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	94	89	94.68%	5.32%	4.49%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2024-25 School Year
Subject	Textbook	Adopted
Reading/Language Arts	Amplify ELA + ELD (7-8)	2018
English Language Development	Amplify ELA + ELD (7-8)	2018
Mathematics	SpringBoard, College Board (7-8)	2017
Science/Health	CA Inspire Science, McGraw Hill (7-8)	2023
History/Social Science	Impact CA Social Science, McGraw Hill (7-8)	2023
Spanish (Elective)	Senderos, Vista Higher Learning (7-8)	2024

Public Internet Access

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

Parental Involvement

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

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

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

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

✦ Not applicable.

Availability of Textbooks and Instructional Materials

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

Percentage of Students Lacking Materials by Subject	
2024-25 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	✦
Foreign language	0%
Health	✦

Currency of Textbooks

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

Currency of Textbooks	
2024-25 School Year	
Data collection date	9/12/2024

Quality of Textbooks

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

Quality of Textbooks	
2024-25 School Year	
Criteria	Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes

School Facility Good Repair Status

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

School Facility Good Repair Status		2024-25 School Year
Items Inspected		Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)		Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)		Fair
Cleanliness: Pest/vermin control, overall cleanliness		Good
Electrical: Electrical systems		Good
Restrooms/fountains: Restrooms, sinks and drinking fountains		Good
Safety: Fire safety, emergency systems, hazardous materials		Good
Structural: Structural condition, roofs		Good
External: Windows/doors/gates/fences, playgrounds/school grounds		Good
Overall summary of facility conditions		Good
Date of the most recent FIT report		8/15/2024

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2024-25 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Interior	Admin. Copy Room: Carpet seam separation; Teacher's Lounge: paint peeling on ceiling beams, carpet stains; Computer Lab & Room 509: Carpet stains; YMCA Room, Room 601 Special Ed., Room 506 & Staff RR: Stained ceiling tiles.	
Cleanliness	YMCA Room: Carpet dirty; Room 505/ASB Storage: Carpet stained, frayed; 700 Boys RR: Graffiti.	
Electrical	Admin Room 104: Appliances plugged into strip; Admin Room 102: Light out inside room; Main Office: Lights out/flickering; Atrium & Room 500/ASB Storage: Lights out; Women's RR: Hand dryer by door is out; Teacher's Lounge: Electric box exposed wires at clock location.	
Restrooms/fountains	Nurse Room: Toilet caps missing; Teacher's Lounge: Hall fountain nonoperational; YMCA Room: Faucet nonoperational; Girls Locker RR: Outside fountains not working.	
Safety	200 Mens Faculty RR: Peeling paint.	
Structural	Common Area west of 300 bldg: Hardscape cracks; 501 Special Ed.: Deficiency not listed.	
External	Staff RR: Missing basketball nets at basketball courts.	

School Facilities

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

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

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

Cleaning Process

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

Maintenance and Repair

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





Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

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

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

Teacher Preparation and Placement					2022-23 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.5	88.2%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Properly Assigned	0.0	0.0%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.4	1.6%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.2	0.8%	0.2	0.1%	11,746.9	4.2%
Unknown	2.3	9.4%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	25.5	100.0%	198.1	100.0%	277,697.8	100.0%

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdfish201.asp>.

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



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

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments		Three-Year Data		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	0.0	
Misassignments	0.0	0.9	0.4	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	0.0	0.9	0.4	

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

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

Credentialed Teachers Assigned Out-of-Field		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0	
Local Assignment Options	0.2	0.2	0.2	
Total Out-of-Field Teachers	0.2	0.2	0.2	

Class Assignments

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	3.8%	5.5%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	0.0%	3.6%	

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

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

California School Dashboard

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

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2023-24 School Year	
	Ratio
Pupils to Academic counselors	274:1
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	2.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.71*
Nurse	0.14**
Speech/language/hearing specialist	1.00
Resource specialist (nonteaching)	0.00

* 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.

** 1 District Nurse to oversee all schools and is available for all students.



Financial Data

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data			2022-23 Fiscal Year
	San Ysidro SD	Similar Sized District	
Beginning teacher salary	\$56,942	\$57,838	
Midrange teacher salary	\$85,245	\$90,040	
Highest teacher salary	\$112,613	\$118,647	
Average elementary school principal salary	\$141,711	\$144,638	
Average middle school principal salary	\$140,176	\$148,269	
Superintendent salary	\$213,958	\$229,985	
Teacher salaries: percentage of budget	33.00%	30.79%	
Administrative salaries: percentage of budget	4.00%	5.71%	

Financial Data Comparison

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

Financial Data Comparison			2022-23 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary	
San Ysidro MS	\$9,057	\$104,213	
San Ysidro SD	\$12,683	\$105,887	
California	\$10,771	\$94,129	
School and district: percentage difference	-28.6%	-1.6%	
School and California: percentage difference	-15.9%	+10.7%	

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

School Financial Data

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

School Financial Data	
2022-23 Fiscal Year	
Total expenditures per pupil	\$10,042
Expenditures per pupil from restricted sources	\$985
Expenditures per pupil from unrestricted sources	\$9,057
Annual average teacher salary	\$104,213



Expenditures Per Pupil

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

School Accountability Report Card

Published by:

SchoolStatus
www.schoolstatus.com



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

School Accountability Report Card (SARC) 2023-24

Published during the 2024-25 School Year

Vista Del Mar Middle School



Board Approval Date: January 23, 2025



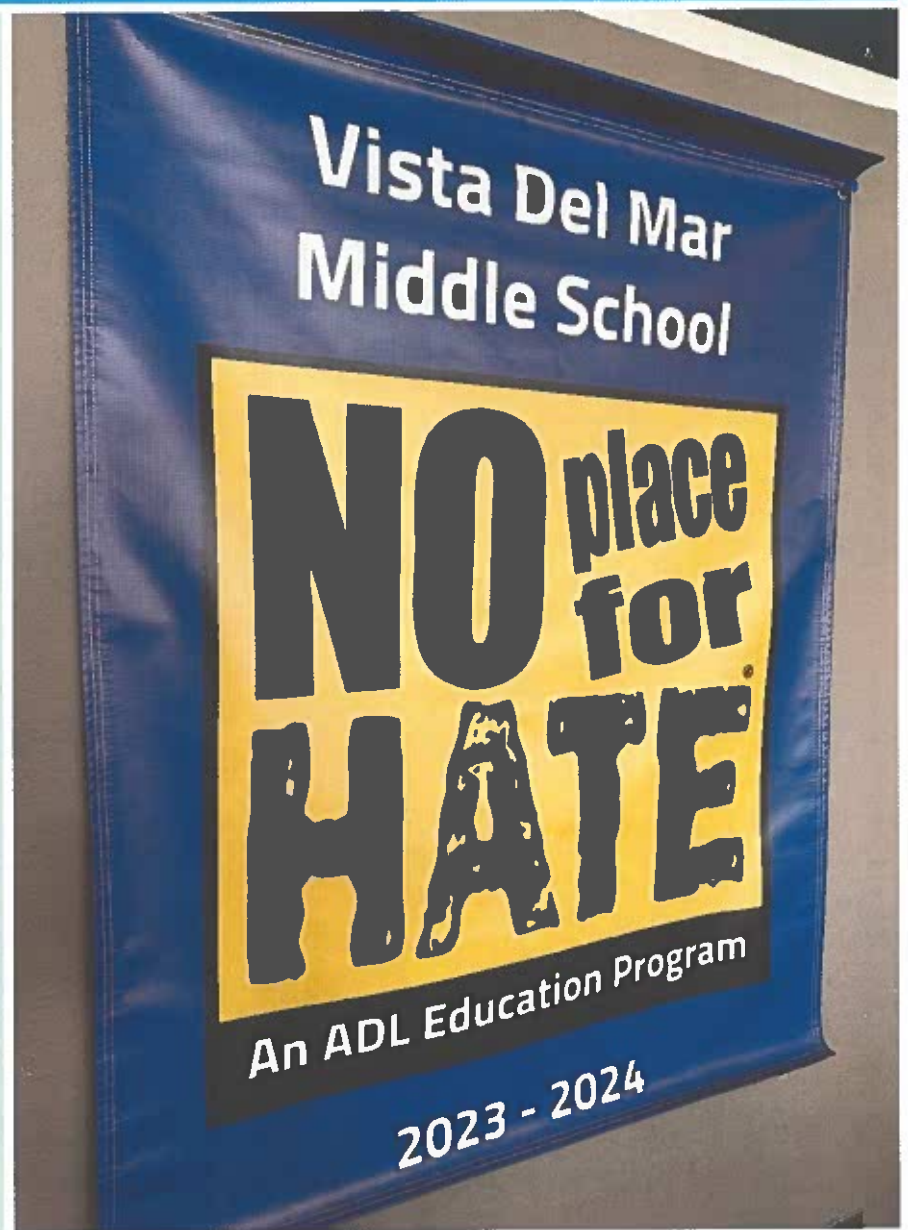
San Ysidro
School District **EST • 1887**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

4350 Otay Mesa Road San Ysidro, CA 92173 ▪ www.sysdschools.org
Gina A. Potter, Ed.D., Superintendent ▪ gina.potter@sysdschools.org ▪ (619) 428-4476

SARC

2023-24

School Accountability
Report Card
Published in 2024-25



Vista Del Mar Middle School

Grades 6-8
CDS Code 37-68379-0137737

Irene Herrera-Cevallos, Principal
irene.herrera-cevallos@sysdschools.org

4885 Del Sol Boulevard
San Diego, CA 92154
(619) 661-6753

<https://www.sysdschools.org/site/Default.aspx?PageID=190m>



VDM Students are College Bound!



Principal's Message

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

School Mission Statement

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

School Vision Statement

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

Parental Involvement

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

School Safety

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

Vista Del Mar Middle School has fire drills, earthquake drills and lockdown drills. We have a Safety Committee that continually works on preparing for any situation that might come our way. School staff, campus aides, and campus security are on duty before, during and after school. The district office has provided us with clear instructions on suspension and expulsion policies. The school safety plan was last reviewed, updated and discussed with the school faculty in November 2024.



Go Sharks!

TRANSCEND



TRASCENDER

School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

School Board

Zenaida Rosario, President

Antonio Martinez, Vice President

Irene Lopez, Clerk

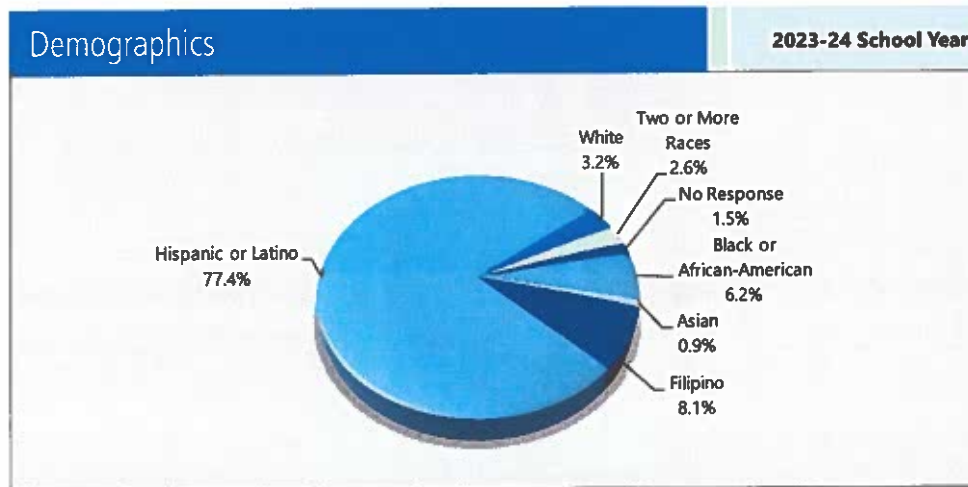
Martin Arias, Member

Kenia Peraza, Member



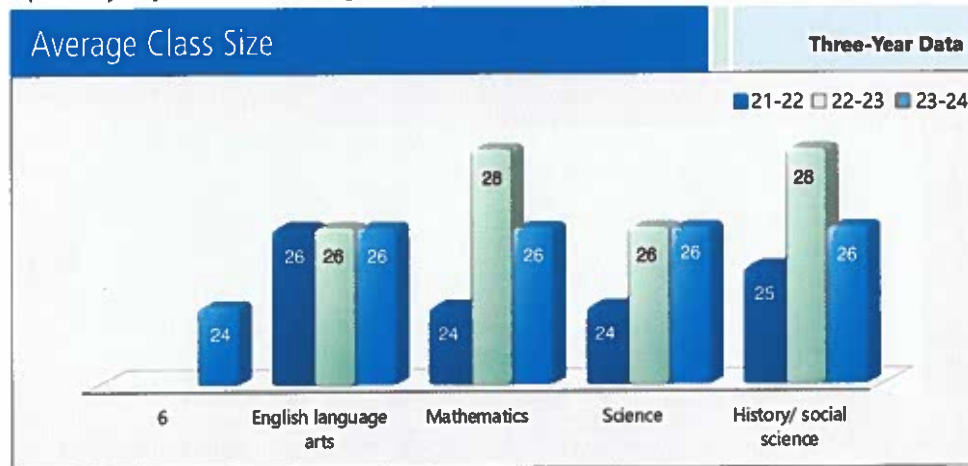
Enrollment by Student Group

The total enrollment at the school was 531 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.



Class Size Distribution

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



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

Grade	2021-22			2022-23			2023-24		
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
6							1	5	
Subject	Number of Students			Number of Students			Number of Students		
	1-22	23-32	33+	1-22	23-32	33+	1-22	23-32	33+
English language arts	4	12	2	4	6		4	10	1
Mathematics	6	14		1	12		4	12	
Science	6	11	1	3	11		3	12	
History/social science	6	12	1	1	12		4	10	1

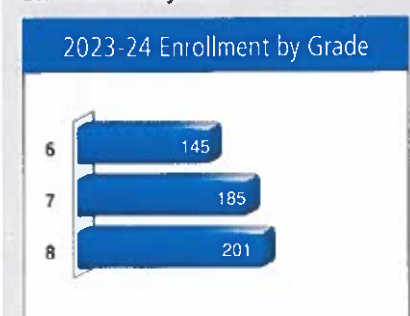
Enrollment by Student Group

Demographics **2023-24 School Year**

Female	53.30%
Male	46.50%
Non-Binary	0.20%
English learners	19.80%
Foster youth	0.00%
Homeless	11.50%
Migrant	0.20%
Socioeconomically Disadvantaged	39.50%
Students with Disabilities	14.70%

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.





Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	Vista Del Mar MS			San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	2.80%	4.20%	2.30%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CAFE Summer Institute, CAFE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2023-24 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	2.30%	0.00%	
Female	2.00%	0.00%	
Male	2.20%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	5.10%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	2.30%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	5.60%	0.00%	
English Learners	2.50%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	4.30%	0.00%	
Socioeconomically Disadvantaged	2.20%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	5.40%	0.00%	

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2022-23	125
2023-24	130
2024-25	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2023-24 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
7	68.3%	68.8%	69.3%	68.3%	69.3%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2023-24 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	569	563	97	17.20%	
Female	300	297	51	17.20%	
Male	268	265	45	17.00%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	0	0	0	0.00%	
Black or African American	39	38	4	10.50%	
Filipino	44	44	2	4.50%	
Hispanic or Latino	437	432	85	19.70%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	16	16	4	25.00%	
White	18	18	2	11.10%	
English Learners	120	118	29	24.60%	
Foster Youth	0	0	0	0.00%	
Homeless	70	68	19	27.90%	
Socioeconomically Disadvantaged	321	316	67	21.20%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	92	91	27	29.70%	



Types of Services Funded

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

Federal funds

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

State funds

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



Statewide Assessments

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

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

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

CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Vista Del Mar MS		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	20.81%	19.90%	18.22%	18.53%	30.29%	30.73%

CAASPP Test Results in ELA and Mathematics for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Vista Del Mar MS		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	49%	52%	35%	35%	46%	47%
Mathematics	26%	33%	24%	26%	34%	35%



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

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

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

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



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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	201	196	97.51%	2.49%	19.90%
Female	102	100	98.04%	1.96%	17.00%
Male	98	96	97.96%	2.04%	22.92%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	12	11	91.67%	8.33%	18.18%
Filipino	11	11	100.00%	0.00%	45.45%
Hispanic or Latino	159	155	97.48%	2.52%	15.48%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	14	14	100.00%	0.00%	50.00%
White	♦	♦	♦	♦	♦
English Learners	29	28	96.55%	3.45%	0.00%
Foster Youth	♦	♦	♦	♦	♦
Homeless	21	21	100.00%	0.00%	14.29%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	109	107	98.17%	1.83%	14.95%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	30	29	96.67%	3.33%	13.79%

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





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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	535	525	98.13%	1.87%	51.62%
Female	279	275	98.57%	1.43%	54.18%
Male	255	250	98.04%	1.96%	48.80%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	38	38	100.00%	0.00%	68.42%
Filipino	41	40	97.56%	2.44%	82.50%
Hispanic or Latino	410	401	97.80%	2.20%	45.89%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	23	23	100.00%	0.00%	69.57%
White	18	18	100.00%	0.00%	61.11%
English Learners	105	100	95.24%	4.76%	4.00%
Foster Youth	♦	♦	♦	♦	♦
Homeless	55	52	94.55%	5.45%	42.31%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	297	291	97.98%	2.02%	42.96%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	87	84	96.55%	3.45%	14.29%

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

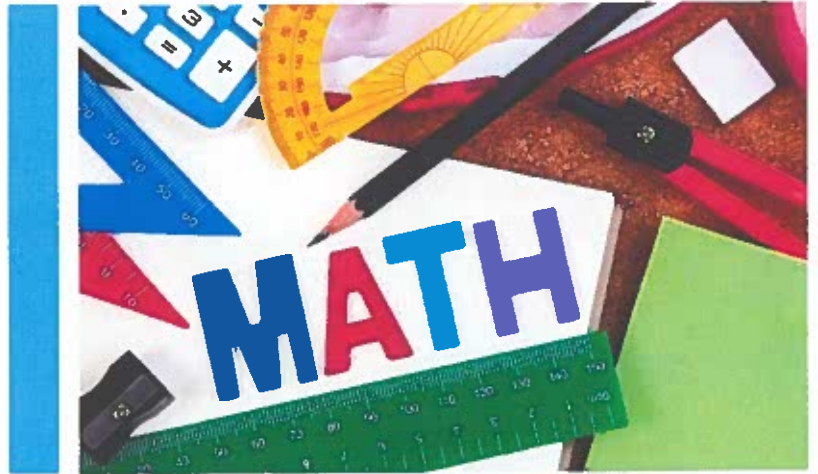




CAASPP Test Results by Student Group: Mathematics (grades 6-8)

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	535	527	98.50%	1.50%	33.08%
Female	279	275	98.57%	1.43%	32.48%
Male	255	252	98.82%	1.18%	33.73%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	38	38	100.00%	0.00%	39.47%
Filipino	41	40	97.56%	2.44%	67.50%
Hispanic or Latino	410	404	98.54%	1.46%	27.72%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	23	22	95.65%	4.35%	36.36%
White	18	18	100.00%	0.00%	58.82%
English Learners	105	103	98.10%	1.90%	6.80%
Foster Youth	♦	♦	♦	♦	♦
Homeless	55	53	96.36%	3.64%	24.53%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	297	291	97.98%	2.02%	28.28%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	87	83	95.40%	4.60%	7.23%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

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

Textbooks and Instructional Materials List		2024-25 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Advance (6)	2023
Reading/language arts	Benchmark Steps to Advance (6 SDC)	2018
Reading/Language Arts	Amplify ELA + ELD (7-8)	2018
English Language Development	Benchmark Advance: Asset-Based Access to English-Express (6)	2023
English Language Development	Amplify ELA + ELD (7-8)	2018
Mathematics	SpringBoard, College Board (6-8)	2017
Science/Health	McGraw Hill CA Inspire Science (6-8) and Spanish for Dual Language (6)	2023
History/Social Science	CA History Social Science myWorld Interactive Secondary, Savvas/Pearson (6) and Spanish for Dual Language	2024
History/Social Science	Impact CA Social Science, McGraw Hill (7-8)	2023
Spanish (Elective)	Senderos, Vista Higher Learning (7-8)	2024

Quality of Textbooks

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

Quality of Textbooks		2024-25 School Year
Criteria		Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?		Yes

Public Internet Access

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

Availability of Textbooks and Instructional Materials

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

Percentage of Students Lacking Materials by Subject	
2024-25 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	✦
Foreign language	0%
Health	✦

Currency of Textbooks

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

Currency of Textbooks	
2024-25 School Year	
Data collection date	9/12/2024





School Facility Good Repair Status

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

School Facility Good Repair Status		2024-25 School Year
Items Inspected		Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)		Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)		Fair
Cleanliness: Pest/vermin control, overall cleanliness		Good
Electrical: Electrical systems		Fair
Restrooms/fountains: Restrooms, sinks and drinking fountains		Good
Safety: Fire safety, emergency systems, hazardous materials		Good
Structural: Structural condition, roofs		Good
External: Windows/doors/gates/fences, playgrounds/school grounds		Good
Overall summary of facility conditions		Good
Date of the most recent FIT report		10/23/2024

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2024-25 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Interior	Boys RR (Top) & Girls RR (Bottom): Deficiency not listed; Girls RR (Top) & Boys RR (Bottom): Graffiti.	
Electrical	Rooms 507 & 501: Lights burned out.	



"We are the best-kept secret in the South Bay!"

School Facilities

Vista Del Mar Middle School provides a safe, clean environment for students and staff. Vista Del Mar opened on July 25, 2012, and consists of 24 classrooms, a library/media computer lab, music room, multipurpose room and cafeteria. There are plenty of spaces to support student learning. We have a large blacktop and field for exercise and outdoor play.

Vista Del Mar has two full-time custodians and one part-time custodian. We follow the district system "School Dude" to report repairs needed on campus. The custodial staff routinely examine the campus for needed repairs and cleans the campus daily. The principal meets monthly with the Director of Maintenance, Operations, Transportation and Facilities to walk the campus and address any concerns.

Students are supervised before, during, and after school by campus aides and administration. We have used our site funds to have extra campus aides to monitor the bathrooms throughout the day.

Our upper and lower play area was renovated to remove old play equipment that was not age appropriate. This allowed for three basketball courts to be added which also have multipurpose function as volleyball and tennis courts. The upper play area has two tetherball courts, a foursquare court and one of the play structures will be upgraded at a later date. General Bond money was used for these upgrades.



California School Dashboard

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



Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teacher Preparation and Placement					2020-21 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	17.6	90.7%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Properly Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.2	1.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.6	3.1%	0.8	0.4%	12,115.8	4.4%
Unknown	1.0	5.1%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	19.5	100.0%	184.5	100.0%	274,759.1	100.0%

Teacher Preparation and Placement					2021-22 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	19.3	85.8%	181.6	92.2%	234,405.2	84.0%
Intern Credential Holders Properly Assigned	0.0	0.0%	1.0	0.5%	4,853.0	1.7%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.2	9.8%	11.1	5.6%	12,001.5	4.3%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,953.1	4.3%
Unknown	1.0	4.4%	3.0	1.6%	15,831.9	5.7%
Total Teaching Positions	22.5	100.0%	197.0	100.0%	279,044.8	100.0%

Teacher Preparation and Placement					2022-23 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	24.7	88.6%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Properly Assigned	1.0	3.6%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%
Unknown	2.2	7.9%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	27.9	100.0%	198.1	100.0%	277,697.8	100.0%

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdfash201.asp>.

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



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

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments		Three-Year Data		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	0.0	
Misassignments	0.2	2.2	0.0	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	0.2	2.2	0.0	



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

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

Credentialed Teachers Assigned Out-of-Field		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0	
Local Assignment Options	0.6	0.0	0.0	
Total Out-of-Field Teachers	0.6	0.0	0.0	

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2023-24 School Year	
	Ratio
Pupils to Academic counselors	531:1
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	1.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.71*
Nurse	0.14**
Speech/language/hearing specialist	1.00
Resource specialist (nonteaching)	0.00

* 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.

** 1 District Nurse to oversee all schools and is available for all students.

Class Assignments

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	1.1%	10.7%	0.0%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	0.0%	0.0%	

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

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



Financial Data

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data			2022-23 Fiscal Year
	San Ysidro SD	Similar Sized District	
Beginning teacher salary	\$56,942	\$57,838	
Midrange teacher salary	\$85,245	\$90,040	
Highest teacher salary	\$112,613	\$118,647	
Average elementary school principal salary	\$141,711	\$144,638	
Average middle school principal salary	\$140,176	\$148,269	
Superintendent salary	\$213,958	\$229,985	
Teacher salaries: percentage of budget	33.00%	30.79%	
Administrative salaries: percentage of budget	4.00%	5.71%	

Financial Data Comparison

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

Financial Data Comparison			2022-23 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary	
Vista Del Mar MS	\$7,420	\$99,830	
San Ysidro SD	\$12,683	\$105,887	
California	\$10,771	\$94,129	
School and district: percentage difference	-41.5%	-5.7%	
School and California: percentage difference	-31.1%	+6.1%	

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

All data accurate as of December 2024.

School Financial Data

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

School Financial Data	
2022-23 Fiscal Year	
Total expenditures per pupil	\$7,593
Expenditures per pupil from restricted sources	\$174
Expenditures per pupil from unrestricted sources	\$7,420
Annual average teacher salary	\$99,830



Expenditures Per Pupil

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

School Accountability Report Card

Published by:

SchoolStatus

www.schoolstatus.com



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

School Accountability Report Card (SARC) 2023-24

Published during the 2024-25 School Year

Willow Elementary



Board Approval Date: January 23, 2025



San Ysidro
School District **EST - 1967**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

4350 Otay Mesa Road San Ysidro, CA 92173 ▪ www.sysdschools.org
Gina A. Potter, Ed.D., Superintendent ▪ gina.potter@sysdschools.org ▪ (619) 428-4476

SARC

2023-24

School Accountability
Report Card
Published in 2024-25



Willow Elementary School

Grades TK-6
CDS Code 37-68379-0123000

Myrna Cerda, Principal
myrna.cerda@sysdschools.org

226 Willow Road
San Ysidro, CA 92173
(619) 428-2231

www.sysdschools.org/willow



*We are Roadrunners—swift and quick,
with ambition to grow and thrive!*



Principal's Message

Willow Elementary School is one of seven schools within the San Ysidro School District bordering Tijuana, Mexico. Willow Elementary School serves Transitional Kindergarten (TK) through sixth-grade students.

Our mascot, Roadrunners, symbolizes strength, courage, and ambition. My goal as your principal is to create a school environment where all students are valued like our namesake and can uniquely express themselves like our mascot; courage and strength, with ambition to grow and thrive.

The elementary school years are some of the most memorable and exciting times for our families and students. It is a time of great growth and self-discovery. Willow's teachers and staff will do everything possible to cultivate a safe, caring, and supportive environment for your child. We have a high caliber staff who bring a wealth of experience and knowledge to each classroom. We collaborate consistently on ways to meet each child's unique needs. Our support staff are dedicated members of this community who are committed to our students' overall well-being.

I am committed to your child's success; Willow is a place where students are given a platform to demonstrate strong character, explore their creativity, become enthusiastic learners, and develop confidence and self-awareness. At Willow we aim to foster a culture of unity, creativity, collaboration, and innovation, where every student feels included and motivated to learn.

We look forward to welcoming each of you as active members of our school community. Together, we will work to build a safe, nurturing, and engaging environment where parents, staff, and all stakeholders collaborate to provide exceptional educational experiences for all children. In joining our forces, we can best prepare our students to be well-rounded, diligent, and compassionate individuals ready to face the challenges of the 21st century.

As we build on the legacy of our great school, I invite you to stay involved and informed. You will find our website to be a great source of information as well. On our website and district's homepage, you will find information for joining committees that are focused on supporting our students' social, emotional, and academic growth.

At Willow, our teachers, psychologist, and classified staff are here to help you and your students during this journey. In order for us to become stronger partners and advocates for each other, I do ask parents and guardians to please consider some of the professional norms that I expect of all Roadrunners:

- *Assume Positive Intentions.* We are here to do our best and at times there can be miscommunication or misunderstandings about expectations. Engage in a positive and professional dialogue with your concerns. It is always best to start with the teachers.
- *Seek Solutions Together.* We are committed to a constructive and positive partnership. Often, there is information that we are not privy of concerning your student. Let us use our resources at school to assist you and make accommodations to the best of our ability. We are a team.
- *Stay Involved.* We hope you will join us regularly at school events. Continue to ask your students what they were learning, how they learned it/demonstrated mastery and why they were learning it. Check in about social and emotional needs – We have tremendous resources to assist as needed.
- *Volunteering in various school activities and events.*
 - Joining our School Site Council (SSC) to contribute to decisions about school policies and budgets that affect student learning.
 - Participating in our English Learner Advisory Council (ELAC) to help shape our support for English Language learners and gain strategies to assist your child's success.

School Mission Statement

Willow School's mission is to provide a quality education and opportunity for ALL students to succeed. At Willow Elementary School, our mission is to inspire a lifelong love of learning in our students by providing a nurturing safe environment that promotes academic excellence, social growth, and character development. We are committed to fostering curiosity, creativity, and critical thinking skills through engaging standards-based curriculum and meaningful experiences. Our dedicated teachers strive to empower every child to reach their full potential as responsible, respectful, and safe citizens to be contributing members of our diverse community.

School Vision Statement

Willow School's vision is to cultivate an equitable learning community where every child feels valued, empowered, and inspired to reach their full potential. We are a community where curiosity is nurtured, creativity is celebrated, and diversity is embraced. Through the innovative teaching methods and wrap-around services of our support staff, Willow will provide a safe learning environment striving to ignite a lifelong love for learning in our students. At Willow, we aspire to create a place where each student is prepared to thrive academically, socially, and emotionally all while making meaningful contributions to our macro community.

TRANSCEND



TRASCENDER

School Accountability Report Card

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

District Mission Statement

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

District Vision Statement

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

School Board

Zenaida Rosario, President

Antonio Martinez, Vice President

Irene Lopez, Clerk

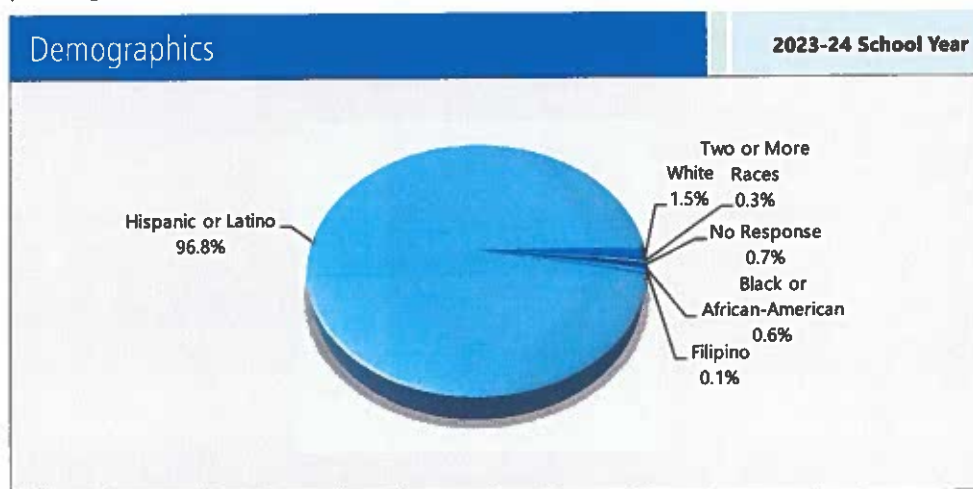
Martin Arias, Member

Kenia Peraza, Member



Enrollment by Student Group

The total enrollment at the school was 686 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.

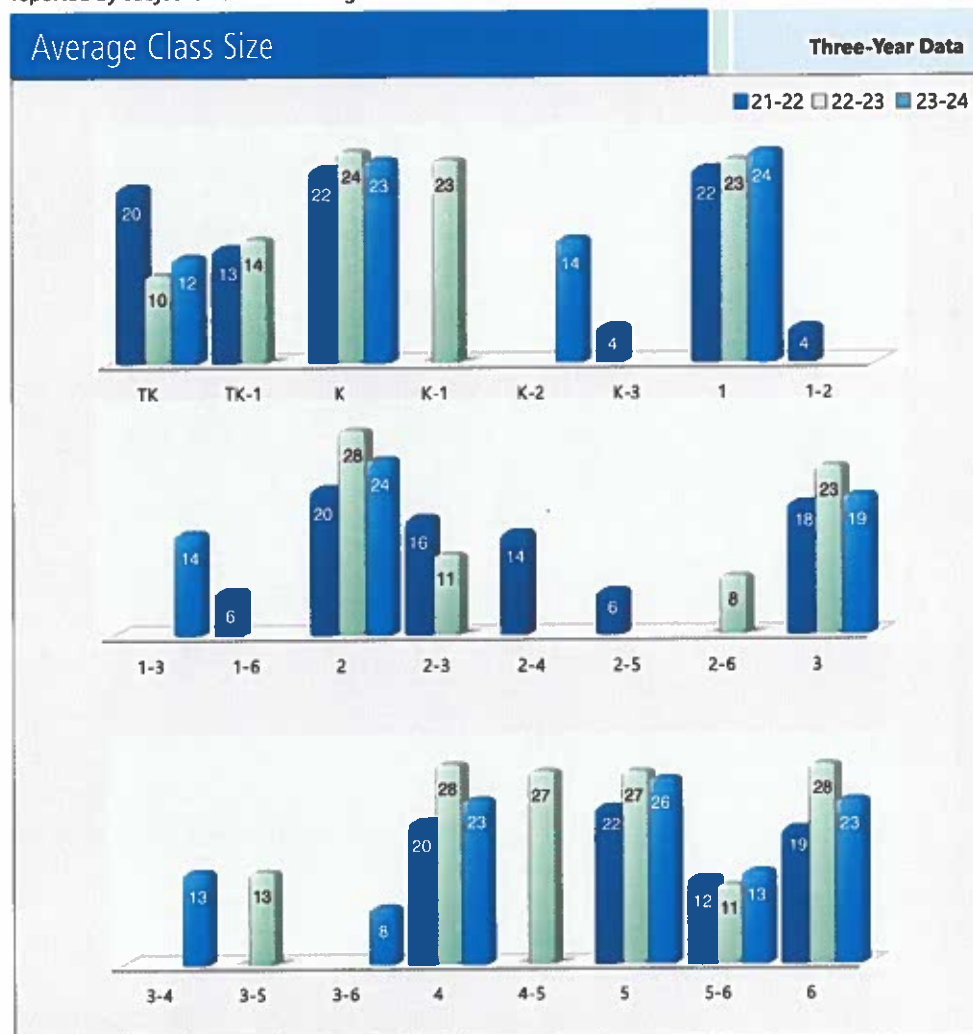


Enrollment by Student Group

Demographics	
2023-24 School Year	
Female	48.00%
Male	51.70%
Non-Binary	0.30%
English learners	68.50%
Foster youth	0.90%
Homeless	37.90%
Migrant	0.00%
Socioeconomically Disadvantaged	74.90%
Students with Disabilities	16.00%

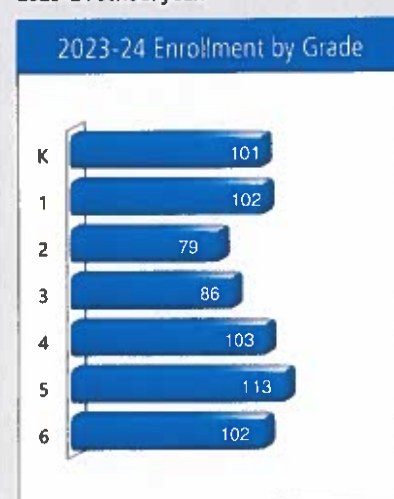
Class Size Distribution

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



Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.





Number of Classrooms by Size

Three-Year Data

	2021-22			2022-23			2023-24		
Grade	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK	1			2			2		
TK-1	1			1					
K		3			3			3	
K-1					1				
K-2							1		
K-3	1								
1		3			3			4	
1-2	1								
1-3							1		
1-6	1								
2	2	1			3			3	
2-3	2			1					
2-4	1								
2-5	1								
2-6				1					
3	3	2			4		4		
3-4							1		
3-5				1					
3-6							1		
4	1	4			3			4	
4-5					1				
4-6									
5	1	4			3			4	
5-6	1			1			1		
6	2	4			3			4	



School Safety

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

Willow Elementary School is focused on providing a positive, safe, and secure learning environment for students, staff, parents and the community. The site's comprehensive Safe School Plan addresses safety concerns. Annual drills for earthquakes, fires, lockdowns and bus evacuations are held to meet district requirements. The goals and objectives of our school are to support a learning environment that allows staff to effectively teach and students to actively learn. In addition, we focus on character building through Willow School Positive Behavior Interventions and Supports (PBIS). Furthermore, we analyze our school's physical, social, and cultural environments. The site Safe School Plan is updated annually.

The site Emergency Operations Plan (EOP) includes routine and emergency disaster information. The EOP aligns site emergency operations procedures with the District Emergency Operations Plan.

The school safety plan was last reviewed, updated and discussed with the school faculty in November 2024.



"Try to be a rainbow in someone's cloud" - Maya Angelou

Suspensions and Expulsions

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

Suspensions and Expulsions							Three-Year Data		
	Willow ES			San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	1.40%	2.10%	1.90%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



Professional Development

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

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CAFE Summer Institute, CAFE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2023-24 School Year	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	1.90%	0.00%	
Female	0.50%	0.00%	
Male	3.20%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	1.60%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	5.90%	0.00%	
English Learners	1.60%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	1.60%	0.00%	
Socioeconomically Disadvantaged	2.10%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	7.30%	0.00%	

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2022-23	125
2023-24	130
2024-25	130



California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					2023-24 School Year
Percentage of Students Participating in Each Of The Five Fitness Components					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	95.7%	96.5%	96.5%	96.5%	96.5%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2023-24 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	783	761	287	37.70%	
Female	378	364	124	34.10%	
Male	404	396	163	41.20%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	0	0	0	0.00%	
Black or African American	0	0	0	0.00%	
Filipino	0	0	0	0.00%	
Hispanic or Latino	744	726	278	38.30%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	0	0	0	0.00%	
White	17	16	3	18.80%	
English Learners	552	536	219	40.90%	
Foster Youth	0	0	0	0.00%	
Homeless	319	306	144	47.10%	
Socioeconomically Disadvantaged	678	663	260	39.20%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	150	148	64	43.20%	



Types of Services Funded

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

Federal funds

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

State funds

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



Statewide Assessments

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

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

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



CAASPP Test Results in Science for All Students

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Willow ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	11.76%	9.73%	18.22%	18.53%	30.29%	30.73%

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

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

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

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

CAASPP Test Results in ELA and Mathematics for All Students

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

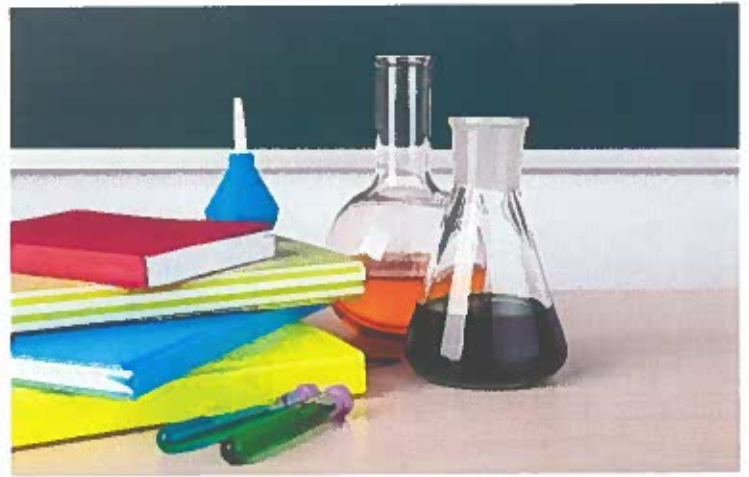
Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
	Willow ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	23%	25%	35%	35%	46%	47%
Mathematics	19%	24%	24%	26%	34%	35%



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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	115	113	98.26%	1.74%	9.73%
Female	56	55	98.21%	1.79%	10.91%
Male	59	58	98.31%	1.69%	8.62%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	111	110	99.10%	0.90%	10.00%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	78	77	98.72%	1.28%	3.90%
Foster Youth	♦	♦	♦	♦	♦
Homeless	56	56	100.00%	0.00%	10.71%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	100	98	98.00%	2.00%	9.18%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	21	20	95.24%	4.76%	0.00%

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





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

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	415	389	93.73%	6.27%	24.68%
Female	200	190	95.00%	5.00%	28.42%
Male	214	198	92.52%	7.48%	21.21%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	399	373	93.48%	6.52%	25.47%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	283	260	91.87%	8.13%	13.08%
Foster Youth	♦	♦	♦	♦	♦
Homeless	178	166	93.26%	6.74%	22.89%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	361	340	94.18%	5.82%	23.24%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	75	72	96.00%	4.00%	5.56%

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

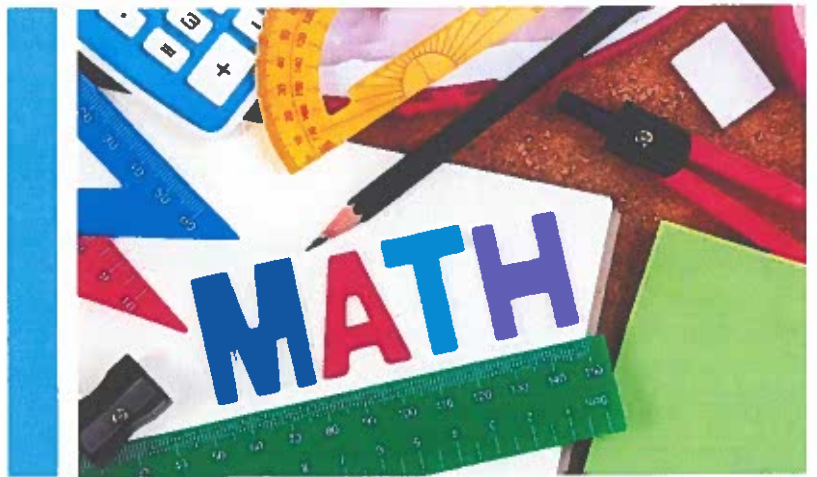




CAASPP Test Results by Student Group: Mathematics (grades 3-6)

Percentage of Students Meeting or Exceeding State Standard					2023-24 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	415	407	98.07%	1.93%	23.89%
Female	200	198	99.00%	1.00%	24.87%
Male	214	208	97.20%	2.80%	23.08%
American Indian or Alaska Native	♦	♦	♦	♦	♦
Asian	♦	♦	♦	♦	♦
Black or African American	♦	♦	♦	♦	♦
Filipino	♦	♦	♦	♦	♦
Hispanic or Latino	399	391	97.99%	2.01%	24.62%
Native Hawaiian or Pacific Islander	♦	♦	♦	♦	♦
Two or more races	♦	♦	♦	♦	♦
White	♦	♦	♦	♦	♦
English Learners	283	278	98.23%	1.77%	16.61%
Foster Youth	♦	♦	♦	♦	♦
Homeless	178	175	98.31%	1.69%	19.54%
Military	♦	♦	♦	♦	♦
Socioeconomically disadvantaged	361	354	98.06%	1.94%	23.51%
Students receiving Migrant Education services	♦	♦	♦	♦	♦
Students with Disabilities	75	72	96.00%	4.00%	5.63%

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





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of *Williams v. the State of California*.

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

Textbooks and Instructional Materials List		2024-25 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Ready to Advance (TK), Listos y Adelante (Spanish for Dual Language)	2018
Reading/language arts	Benchmark Advance (English for K-6)	2023
Reading/language arts	Benchmark Adelante (K-3) Spanish for Dual Language	2023
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018
English Language Development	Benchmark Advance: Asset-Based Access to English-Express (K-6)	2023
English Language Development	Ready to Advance (TK)	2018
Mathematics	My Math, McGraw-Hill (K-5)	2017
Mathematics	SpringBoard, College Board (6)	2017
Science/Health	TWIG Science (TK-5) and Spanish for Dual Language	2023
Science/Health	California Inspire Science—Earth and Space, McGraw Hill (6) and Spanish for Dual Language	2023
History/Social Science	History Social Science CA myWorld Interactive, Savvas (K-5) and Spanish for Dual Language	2024
History/Social Science	CA History Social Science myWorld Interactive Secondary, Savvas/Pearson (6) and Spanish for Dual Language	2024

Quality of Textbooks

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

Quality of Textbooks		2024-25 School Year
Criteria	Yes/No	
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes	

Parental Involvement

Parents assist the school by volunteering. The capacity of which parents can participate are via: elected and participate in the SSC, Parents of English language learners are invited to attend and participate at the regular ELAC, parents of a student in the Dual Language Spanish program participate as a school representative for the Dual Language Acquisition Committee (DLAC). Parents also have the opportunity to participate in Willow Elementary School's leadership teams, school committees and in-school activities, or become volunteers may contact the School Administrative Assistant Mrs. Erika Aviles at (619) 428-2231, extension 3797 for further information on the process and criteria.

✦ Not applicable.

Availability of Textbooks and Instructional Materials

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

Percentage of Students Lacking Materials by Subject	
2024-25 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	✦
Foreign language	✦
Health	✦

Currency of Textbooks

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

Currency of Textbooks	
2024-25 School Year	
Data collection date	9/12/2024

Public Internet Access

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



School Facility Good Repair Status

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

School Facility Good Repair Status		2024-25 School Year
Items Inspected		Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)		Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)		Good
Cleanliness: Pest/vermin control, overall cleanliness		Good
Electrical: Electrical systems		Fair
Restrooms/fountains: Restrooms, sinks and drinking fountains		Fair
Safety: Fire safety, emergency systems, hazardous materials		Fair
Structural: Structural condition, roofs		Good
External: Windows/doors/gates/fences, playgrounds/school grounds		Good
Overall summary of facility conditions		Good
Date of the most recent FIT report		10/23/2024

Deficiencies and Repairs

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2024-25 School Year
Items Inspected	Deficiencies and Action Taken or Planned	
Systems	MCC Cust: Water heater has rust at the base and corrosion at pipe connections, air vent grille on ceiling is rusty; Kitchen: Air conditioning condensation line leaking onto floor - slip hazard.	
Interior	MCC Lunch Area: Wall tiles broken near girls RR/Kitchen; MCC Cust: Wall Damage.	
Cleanliness	Mini Stage Storage: Door blocked.	
Electrical	Room 16, Boys RR (top & bottom): Lights Burned out; Room 24: Multiple lights out; Room 30: Light diffusers missing; Room 37, Mini Stage Storage, Mini Stage Lift Area: Light out; Girls RR (top & bottom): Deficiency not listed; MCC Boys RR: Low voltage wire hanging loose at door entry, smoke sensor missing; MCC Girls RR: Light out, light diffuser cracked.	
Restrooms/fountains	Room 36: Sink not working; MCC Boys RR: Far left urinal is clogged; MCC Girls RR: Soap dispenser broken and second stall from right has toilet leak.	
Safety	MCC lunch area: Peeling paint on ceiling beams.	
Structural	MCC Boys RR: Cracks on the ceiling; MCC Girls RR: Multiple cracks on the ceiling and at the entry.	
External	MCC Lunch Area: Skylight beams have rust (moisture damage) and skylight panels build-up of debris at multiple places.	

School Facilities

Willow Elementary School provides a safe, clean environment for students, staff and volunteers. The present school building opened its doors in September 2009, and consists of 41 classrooms, a multipurpose room, library media center, computer lab and main office building.

The safety of the students and staff is Willow Elementary School's primary concern. All visitors must sign in at the front office and wear identification tags while on school grounds. All volunteers must submit a volunteer application and submit a tuberculosis clearance before they are approved.

Fire and disaster drills are conducted on a monthly basis throughout the school year.

Cleaning Process

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

Maintenance and Repair

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

California School Dashboard

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



Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teacher Preparation and Placement					2020-21 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	30.0	96.8%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Properly Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.0	3.2%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	0.0	0.0%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	31.0	100.0%	184.5	100.0%	274,759.1	100.0%

Teacher Preparation and Placement					2021-22 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	30.6	93.9%	181.6	92.2%	234,405.2	84.0%
Intern Credential Holders Properly Assigned	1.0	3.1%	1.0	0.5%	4,853.0	1.7%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.0	3.1%	11.1	5.6%	12,001.5	4.3%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,953.1	4.3%
Unknown	0.0	0.0%	3.0	1.6%	15,831.9	5.7%
Total Teaching Positions	32.6	100.0%	197.0	100.0%	279,044.8	100.0%

Teacher Preparation and Placement					2022-23 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	27.0	93.1%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Properly Assigned	1.0	3.5%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.0	3.5%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%
Unknown	0.0	0.0%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	29.0	100.0%	198.1	100.0%	277,697.8	100.0%

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

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at <https://www.cde.ca.gov/ds/sp/cl/calpadsupdfash201.asp>.

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



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

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at <https://www.ctc.ca.gov/>.

Teachers Without Credentials and Misassignments		Three-Year Data		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	0.0	
Misassignments	1.0	1.0	1.0	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	1.0	1.0	1.0	



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

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at <https://www.ctc.ca.gov/credentials/manuals>.

Credentialed Teachers Assigned Out-of-Field		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0	
Local Assignment Options	0.0	0.0	0.0	
Total Out-of-Field Teachers	0.0	0.0	0.0	

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2023-24 School Year	
	Ratio
Pupils to Academic counselors	✦
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.71*
Nurse	0.14**
Speech/language/hearing specialist	2.00
Resource specialist (nonteaching)	0.00
✦ Not applicable.	
* 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.	
** 1 District Nurse to oversee all schools and is available for all students.	

Class Assignments

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	3.2%	7.3%	12.5%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	4.8%	9.3%	

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

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



Financial Data

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

District Financial Data

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

Salary Data			2022-23 Fiscal Year
	San Ysidro SD	Similar Sized District	
Beginning teacher salary	\$56,942	\$57,838	
Midrange teacher salary	\$85,245	\$90,040	
Highest teacher salary	\$112,613	\$118,647	
Average elementary school principal salary	\$141,711	\$144,638	
Average middle school principal salary	\$140,176	\$148,269	
Superintendent salary	\$213,958	\$229,985	
Teacher salaries: percentage of budget	33.00%	30.79%	
Administrative salaries: percentage of budget	4.00%	5.71%	

Financial Data Comparison

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

Financial Data Comparison			2022-23 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary	
Willow ES	\$8,418	\$109,922	
San Ysidro SD	\$12,683	\$105,887	
California	\$10,771	\$94,129	
School and district: percentage difference	-33.6%	+3.8%	
School and California: percentage difference	-21.8%	+16.8%	

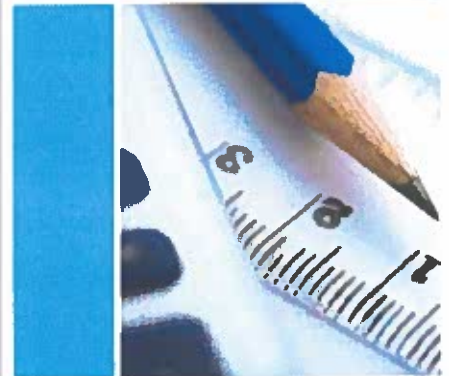
Data for this year's SARC was provided by the California Department of Education and school and district offices. For additional information on California schools and districts and comparisons of the school to the district, the county and the state, please visit DataQuest at <http://dq.cde.ca.gov/dataquest>.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

All data accurate as of December 2024.

School Financial Data

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

School Financial Data	
2022-23 Fiscal Year	
Total expenditures per pupil	\$8,669
Expenditures per pupil from restricted sources	\$251
Expenditures per pupil from unrestricted sources	\$8,418
Annual average teacher salary	\$109,922



Expenditures Per Pupil

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

School Accountability Report Card

Published by:

SchoolStatus

www.schoolstatus.com

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

FROM:
Educational Services,
Manuel Bojorquez, Assistant
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments for the January 23, 2025, Board meeting:

- Annual Notification Template Overview
- AVID Secondary School Collaborative
- CADA State Convention
- California School Nurses Organization (CSNO) 75th Annual Conference
- Governor's Budget Workshop - Revised
- Impact of Legislation on CWA/Student Services Workshop
- Inter District Transfer Essentials Workshop
- Pupil Services Administrators Workshop
- Reading Difficulties Risk Screener (RDRS) Overview, Instructional Considerations for MLs and Screener Fair
- San Diego Dual Language Conference
- SDCOE Williams Trainings
- Sexual Health Educator Training - Revised
- Suicide Prevention in Schools: Staying Current from Prevention to Intervention

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

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Actions: 1.8 and 1.10 ~ Goal 2: School Culture, Climate, and Student Well-Being – Action: 2.1

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
APPROXIMATE COST \$5,327.00	General, Title II, Title I and ASB Funds	
(Amount)	(Name of funding source and/or location)	
Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No		

Professional Development Backup Information – January 23, 2025

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
<i>Pupil & Educational Services Dept:</i> Veronica Medina, Guadalupe Barrera, Elizabeth Originales	Annual Notification Template Overview	Online	April 16, 2025	\$0	N/A
<i>Vista Del Mar:</i> Irene Herrera Cevallos, Sarina Hemungkorn, Nikole Scarlett, Carmen Blanco, Crystal Henry, Lupita Garcia, Jerry Herrera, Sarah Watson	AVID Secondary School Collaborative	SYHS	February 5, 2025	\$1,200.00	General Fund
Sarina Hemungkorn, ASB Advisor	CADA State Convention	San Diego	February 26 - March 1, 2025	\$1,467.00	Title I and ASB Funds
Anita Gillchrest	California School Nurses Organization (CSNO) 75 th Annual Conference	San Diego	February 12-16, 2025	\$1,300.00	General Fund
1 Participant - TBD	Governor's Budget Workshop <i>~Revised/Additional Participant</i>	Anaheim, CA	January 22, 2025	\$340.00	General Fund
Veronica Medina	Impact of Legislation on CWA/Student Services Workshop	Online	January 16, 2025	\$140.00	General Fund
Veronica Medina	Inter District Transfer Essentials Workshop	Online	February 13, 2025	\$30.00	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Manuel Bojorquez, Veronica Medina	Pupil Services Administrators Workshop	TBD	May 9, 2025	\$0	N/A
Educational Services Committee - 7 participants TBD	Reading Difficulties Risk Screener (RDRS) Overview, Instructional Considerations for MLs and Screener Fair	SDSU	January 24, 2025	\$800.00 (Mileage, parking and Sub teacher compensation)	Title II Fund
Sandra Guzman, Cynthia Mosqueda	San Diego Dual Language Conference	SDSU	January 24-25, 2025	\$0	N/A
Manuel Bojorquez, Adriana Aguilar Luis Ramos, Laura English, Wendy Rodriguez, Rebecca Bravo, Manuela Colom, Monica Perez,	SDCOE Williams Trainings	Online	April 25, 2025 April 15, 2025	\$0	N/A
Denise Villezcas	Sexual Health Educator Training <i>~Revised/Additional Participant</i>	SDCOE	February 25, 2025	\$50.00	Title II Fund
Brianna Minton, Mary Jo Mullin	Suicide Prevention in Schools: Staying Current from Prevention to Intervention	SDCOE	January 21, 2025	\$0	N/A

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING



BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

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

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #6 (December 1, 2024 through December 31, 2024): ■ General Fund: 0000012467-0000012470, 0000012472-0000012489, 0000012491, 0000012494-0000012496, 0000012498-0000012523, 0000012525-0000012528, 0000012535-0000012543, 0000012548-0000012549, 0000012551-0000012554 ■ Child Development Fund: 0000012492-0000012493, 0000012497, 0000012550 ■ Child Nutrition Fund: 0000012471, 0000012490, 0000012529, 0000012533, 0000012545 Building Measure U Fund: 0000012531, 0000012534, 0000012546-0000012547 ■ Capital Facilities Fund: 0000012530.

RECOMMENDATION:

Approve/Ratify the purchase orders incurred by the District during the month of December 2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

\$952,392.03

(Amount)

As listed above

(Name of funding source and/or location)

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

PURCHASE ORDER REPORT (12/01/24 - 12/31/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/2/2024	0000012467	0000000954	THE BIRCH AGENCY INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	100,000.00
12/2/2024	0000012468	0000000171	MY PT SAN DIEGO	CONTRACTED SERVICES	0100	6500000	5800010	054	40,000.00
12/2/2024	0000012469	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	8150000	5600005	070	612.00
12/4/2024	0000012470	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	137.75
12/5/2024	0000012472	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	071	399.98
12/5/2024	0000012473	004797	KOMPAN, INC.	CONTRACTED SERVICES	0100	8150000	4300007	070	1,072.45
12/5/2024	0000012474	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	483.84
12/5/2024	0000012475	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	465.36
12/5/2024	0000012476	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	18,000.00
12/5/2024	0000012477	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	423.30
12/5/2024	0000012478	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	1100000	5800055	010	1,872.00
12/5/2024	0000012479	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	71.89
12/5/2024	0000012480	0000001177	GUARDIAN HELMETS	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	172.33
12/5/2024	0000012481	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	351.19
12/5/2024	0000012482	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	1,320.40
12/5/2024	0000012483	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	419.97
12/5/2024	0000012484	0000000594	PRC-SALTILLO	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	724.69
12/5/2024	0000012485	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	5600005	070	2,695.00
12/9/2024	0000012486	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	222.00
12/9/2024	0000012487	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	225.52
12/9/2024	0000012488	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	022	198.48
12/9/2024	0000012489	000535	SCHOOL SPECIALTY	OFFICE SUPPLIES	0100	0000000	4300001	016	2,054.70
12/9/2024	0000012491	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	022	59.39
12/9/2024	0000012494	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	245.68
12/9/2024	0000012495	003616	SAN YSIDRO SCHOOL DISTRICT	CONTRACTED SERVICES	0100	0000000	5450000	071	20,000.00
12/10/2024	0000012496	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	440.92
12/10/2024	0000012498	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	474.02
12/10/2024	0000012499	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300001	016	179.67
12/10/2024	0000012500	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	016	226.75
12/10/2024	0000012501	0000000906	SNAPWIZ, INC	CONTRACTED SERVICES	0100	3010000	5800006	025	750.00
12/10/2024	0000012502	004678	AMAZON CAPITAL SERVICES	OFFICE EQUIPMEN T	0100	1100000	4300000	010	538.65
12/10/2024	0000012503	001240	RAINBOW BOOK COMPANY	LIBRARY MATERIALS	0100	3182000	4200000	012	10,000.00
12/11/2024	0000012504	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	709.68
12/11/2024	0000012505	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	14,491.00

PURCHASE ORDER REPORT (12/01/24 - 12/31/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/11/2024	0000012505	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	15,172.40
12/11/2024	0000012506	0000000875	MEGAN STONE DO, INC.	PROFESSIONAL SERVICES	0100	5640000	5800010	054	500.00
12/11/2024	0000012507	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	5,380.00
12/11/2024	0000012508	0000000646	BRIGHTLY SOFTWARE INC	MAINTENANCEAGREEMENT	0100	0000000	5800006	067	4,557.15
12/11/2024	0000012509	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300011	070	454.33
12/11/2024	0000012510	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	7,522.55
12/11/2024	0000012511	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	6,900.00
12/11/2024	0000012512	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	5200003	050	140.00
12/12/2024	0000012513	0000000393	NAUMANN HOBBS MATERIAL	CONTRACTED SERVICES	0100	8150000	5600005	070	800.00
12/12/2024	0000012514	002874	ACSA	CONTRACTED SERVICES	0100	0000000	5300000	064	671.93
12/12/2024	0000012515	0000001168	PROJECT WAYFINDER, INC.	CONTRACTED SERVICES	0100	3010000	5800006	024	13,118.00
12/12/2024	0000012516	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	050	214.42
12/12/2024	0000012517	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,099.05
12/12/2024	0000012518	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,263.00
12/16/2024	0000012519	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	0100	0000000	4300002	067	131.40
12/16/2024	0000012520	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	260.00
12/16/2024	0000012521	000814	COUNTY OF SAN DIEGO	CONTRACTED SERVICES	0100	0000000	5800010	071	190,000.00
12/16/2024	0000012522	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	64.54
12/16/2024	0000012523	0000000685	DALE SCOTT & COMPANY, INC.	PROFESSIONAL SERVICES	0100	0000000	5800000	071	30,000.00
12/16/2024	0000012525	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	018	2,615.36
12/16/2024	0000012526	0000000887	CALIFORNIANS DEDICATED TO EDUCATION	REGISTRATION FEES	0100	4127000	5200003	061	395.00
12/16/2024	0000012527	003309	PRINT TO MAIL DOCUMENT SYSTEM	OFFICE MATERIALS	0100	0000000	4300001	022	273.69
12/16/2024	0000012528	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300000	025	230.91
12/17/2024	0000012535	0000001056	POLAR ELECTRICAL COMPANY	PROFESSIONAL SERVICES	0100	8150000	5600005	070	60,000.00
12/17/2024	0000012536	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	1,739.76
12/19/2024	0000012537	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	8150000	5600005	070	689.00
12/20/2024	0000012538	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	4,552.38
12/20/2024	0000012539	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	2,243.30
12/20/2024	0000012540	001980	VELOCITY TRUCK CENTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	7,382.88
12/23/2024	0000012541	003311	SAN DIEGO COUNTY SUPERINTENDEN	CONTRACTED SERVICES	0100	4203000	5800010	061	5,000.00
12/23/2024	0000012542	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	3,000.00
12/23/2024	0000012543	0000001056	POLAR ELECTRICAL COMPANY	CONTRACTED SERVICES	0100	8150000	5600005	070	60,000.00
12/23/2024	0000012548	0000001144	VANDERT CONSTRUCTION INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	60,000.00
12/23/2024	0000012549	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300001	012	888.32

PURCHASE ORDER REPORT (12/01/24 - 12/31/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/23/2024	0000012551	0000000806	GIMKIT, INC	CONTRACTED SERVICES	0100	3010000	5800006	025	1,000.00
12/23/2024	0000012552	0000000648	THE ED LADDER	CONTRACTED SERVICES	0100	3010000	5800010	014	2,048.00
12/23/2024	0000012553	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	022	1,246.47
12/23/2024	0000012554	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	199.03
Total for 0100									711,791.48
12/9/2024	0000012492	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	956.61
12/9/2024	0000012493	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	1200	0300120	4300001	076	64.42
12/10/2024	0000012497	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	5210000	4300001	076	9,636.87
12/23/2024	0000012550	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	1200	9024002	1100003	076	720.00
Total for 1200									11,377.90
12/4/2024	0000012471	0000001050	NUTRISLICE, INC	CONTRACTED SERVICES	1300	7032000	5800006	085	4,070.40
12/9/2024	0000012490	004678	AMAZON CAPITAL SERVICES	CAFETERIA SUPPLIES	1300	5310000	4300026	085	201.49
12/16/2024	0000012529	0000001182	TK SERVICES, INC	CONTRACTED SERVICES	1300	7032000	5600000	085	6,308.57
12/17/2024	0000012533	0000000544	HEARTLAND SCHOOL SOLUTIONS	CONTRACTED SERVICES	1300	7032000	5800006	085	5,898.75
12/23/2024	0000012545	0000000124	MRC SMART TECHNOLOGY SOLUTIONS	OFFICE SUPPLIES	1300	5310000	4300011	085	298.10
Total for 1300									16,777.31
12/17/2024	0000012531	0000001164	JOHNSON CONSULTING ENGINEERS, INC	PROFESSIONAL SERVICES	2133	9010314	6200050	322	20,000.00
12/17/2024	0000012534	0000001143	GAFCON PM-CM LLC	PROFESSIONAL SERVICES	2133	9010314	6200076	322	128,700.00
12/23/2024	0000012546	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY EQUIPMENT	2133	9010314	6200050	322	17,751.79
12/23/2024	0000012547	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY EQUIPMENT	2133	9010314	6200050	322	30,098.55
Total for 2133									196,550.34
12/17/2024	0000012530	000762	SOUTH BAY FENCE, INC.	PROFESSIONAL SERVICES	2518	9010501	6200076	324	15,895.00
Total for 2518									15,895.00
Grand Total									952,392.03

14E.2
Page 1 of 6

Expenditure Report
12/1/2024-12/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14230251	WEX BANK	12/2/2024	\$ 5,569.58	0100	CONTRACTED SERVICES
14230252	MICHAEL FERGUSON	12/2/2024	\$ 14,400.00	0100	PROFESSIONAL SERVICES
14230253	WAXIE SANITARY SUPPLY	12/2/2024	\$ 18,884.67	0100	CUSTODIAL SUPPLIES
14231652	P.I.P.S.	12/5/2024	\$ 15,000.00	0100	CONTRACTED SERVICES
14231653	VECTOR USA	12/5/2024	\$ 8,097.23	0100	PROFESSIONAL SERVICES
14231655	WINET PATRICK GAYER CREIGHTON	12/5/2024	\$ 644.50	0100	LEGAL SERVICES
14231656	ANIXTER INC.	12/5/2024	\$ 174.63	0100	MAINTENANCE SUPPLIES
14231657	CAL PACIFIC TRUCK CENTER ,LLC	12/5/2024	\$ 15,143.56	0100	CONTRACTED SERVICES
14231658	SUN DIEGO CHARTER	12/5/2024	\$ 3,744.00	0100	CONTRACTED SERVICES
14231659	TANYA KELLER	12/5/2024	\$ 6,161.25	0100	PROFESSIONAL SERVICES
14231660	T-MOBILE	12/5/2024	\$ 3,151.24	0100	CONTRACTED SERVICES
14231661	THE BIRCH AGENCY INC	12/5/2024	\$ 11,960.00	0100	PROFESSIONAL SERVICES
14231662	BRIGHVIEW LANDSCAPE SERVICES	12/5/2024	\$ 22,722.00	0100	CONTRACTED SERVICES
14231664	ON SITE DRAPERY CLEANERS	12/5/2024	\$ 3,759.56	0100	CONTRACTED SERVICES
14231665	RO HEALTH LLC	12/5/2024	\$ 5,791.80	0100	PROFESSIONAL SERVICES
14231666	QUENCH USA, INC	12/5/2024	\$ 60.00	0100	CONTRACTED SERVICES
14231668	CITY TREASURER	12/5/2024	\$ 612.00	0100	CONTRACTED SERVICES
14231669	KONE INC	12/5/2024	\$ 12,055.98	0100	CONTRACTED SERVICES
14231670	BUS WEST	12/5/2024	\$ 479.74	0100	TRANSPORTATION SUPPLIES
14231671	REPUBLIC SERVICES	12/5/2024	\$ 30,816.31	0100	UTILITIES
14231672	RCP BLOCK & BRICK	12/5/2024	\$ 898.30	0100	GROUPS SUPPLIES
14231673	CALIFORNIA ELECTRIC SUPPLY	12/5/2024	\$ 9,549.75	0100	MAINTENANCE SUPPLIES
14231674	SMART & FINAL	12/5/2024	\$ 128.10	0100	REFRESHMENTS
14231675	PARENT INSTITUTE FOR QUALITY	12/5/2024	\$ 29,000.00	0100	CONTRACTED SERVICES
14231676	ACE COOLERS INC	12/5/2024	\$ 4,265.41	0100	CONTRACTED SERVICES
14231677	SPARKLETTS	12/5/2024	\$ 1,040.26	0100	CONTRACTED SERVICES
14233392	ORODATA RECORDS MANAGEMENT, IN	12/9/2024	\$ 305.31	0100	CONTRACTED SERVICES
14233393	VECTOR USA	12/9/2024	\$ 26,999.99	0100	TECHNOLOGY LICENSING
14233394	CATALINA JAUREGUI	12/9/2024	\$ 28.74	0100	MILEAGE
14233395	MY PT SAN DIEGO	12/9/2024	\$ 9,713.15	0100	PROFESSIONAL SERVICES
14233396	CLAUDIO ZUAZO	12/9/2024	\$ 150.33	0100	MILEAGE
14233397	MARK KIRCHER	12/9/2024	\$ 29.41	0100	MILEAGE
14233398	NYHART	12/9/2024	\$ 8,000.00	0100	PROFESSIONAL SERVICES

Expenditure Report
12/1/2024-12/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14233400	PARKHOUSE TIRE INC	12/9/2024	\$ 1,166.78	0100	TRANSPORTATION SUPPLIES
14233401	EDTHEORY LLC	12/9/2024	\$ 14,240.00	0100	PROFESSIONAL SERVICES
14233402	SUN DIEGO CHARTER	12/9/2024	\$ 1,560.00	0100	CONTRACTED SERVICES
14233403	EMILY N STEWART CONSULTING	12/9/2024	\$ 15,000.00	0100	CONTRACTED SERVICES
14233404	SMASH MY TRASH	12/9/2024	\$ 500.00	0100	CONTRACTED SERVICES
14233405	KYO AUTISM THERAPY, LLC	12/9/2024	\$ 62,920.12	0100	PROFESSIONAL SERVICES
14233406	SUPERSONIC DETAILING INC	12/9/2024	\$ 377.00	0100	CONTRACTED SERVICES
14233407	GREGORY SHERMAN	12/9/2024	\$ 761.34	0100	REIMBURSEMENT
14233408	SUNBELT STAFFING	12/9/2024	\$ 22,241.13	0100	PROFESSIONAL SERVICES
14233409	DIXIELINE LUMBER CO	12/9/2024	\$ 32.29	0100	MAINTENANCE SUPPLIES
14233410	SAN YSIDRO SCHOOL DISTRICT	12/9/2024	\$ 1,416.06	0100	PETTYCASH REPLENISH
14233411	SCHOLASTIC , INC	12/9/2024	\$ 1,071.09	0100	INSTRUCTIONAL MATERIALS
14233412	GRAINGER	12/9/2024	\$ 627.96	0100	MAINTENANCE SUPPLIES
14233414	EWING IRRIGATION	12/9/2024	\$ 1,368.78	0100	GROUPS SUPPLIES
14233415	ATKINSON, ANDELSON, LOYA, RUUD	12/9/2024	\$ 16,128.01	0100	LEGAL FEES
14233416	WILLYS ELECTRONIC SUPPLY CO.	12/9/2024	\$ 644.33	0100	MAINTENANCE SUPPLIES
14233417	AT&T	12/9/2024	\$ 8,026.05	0100	UTILITIES
14233418	VALLEY INDUSTRIAL SPECIALTIES	12/9/2024	\$ 411.73	0100	MAINTENANCE SUPPLIES
14233419	IMAGINE LEARNING INC	12/9/2024	\$ 30,695.00	0100	CONTRACTED SERVICES
14233420	PROCARE THERAPY	12/9/2024	\$ 40,846.74	0100	PROFESSIONAL SERVICES
14233421	SOUTH BAY COMMUNITY SERVICES	12/9/2024	\$ 83,600.00	0100	PROFESSIONAL SERVICES
14234994	P.I.P.S.	12/12/2024	\$ 85,633.83	0100	PROFESSIONAL SERVICES
14234996	DENISE VILLEZCAS	12/12/2024	\$ 140.76	0100	REIMBURSEMENT
14234997	AMERGIS HEALTHCARE STAFFING	12/12/2024	\$ 145,361.50	0100	PROFESSIONAL SERVICES
14234998	OSCAR MADERA	12/12/2024	\$ 420.39	0100	REIMBURSEMENT
14234999	DANNIS WOLIVER KELLEY	12/12/2024	\$ 19,410.33	0100	LEGAL SERVICES
14235000	DOLLARDAYS INTERNATIONAL, INC.	12/12/2024	\$ 2,521.35	0100	OFFICE MATERIALS
14235001	AMBER ELLIOTT	12/12/2024	\$ 114.17	0100	MILEAGE
14235002	WALSH & ASSOCIATES, APC	12/12/2024	\$ 986.00	0100	LEGAL SERVICES
14235003	BRIGHTLY SOFTWARE INC	12/12/2024	\$ 6,599.67	0100	MAINTENANCEAGREEMENT
14235004	MUSIC THERAPY CENTER OF CALIFOR	12/12/2024	\$ 1,320.00	0100	PROFESSIONAL SERVICES
14235005	CLUB XCITE	12/12/2024	\$ 945.00	0100	PROFESSIONAL SERVICES
14235006	MEGAN STONE DO, INC.	12/12/2024	\$ 500.00	0100	PROFESSIONAL SERVICES

Expenditure Report
12/1/2024-12/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14235007	THE BIRCH AGENCY INC	12/12/2024	\$ 11,362.00	0100	PROFESSIONAL SERVICES
14235009	SIGNA DIGITAL SOLUTIONS, INC	12/12/2024	\$ 11,243.11	0100	CONTRACTED SERVICES
14235010	HOME DEPOT	12/12/2024	\$ 2,584.07	0100	MAINTENANCE SUPPLIES
14235011	A-Z BUS SALES, INC.	12/12/2024	\$ 1,014.46	0100	CONTRACTED SERVICES
14235012	NAPA AUTO PARTS	12/12/2024	\$ 278.30	0100	TRANSPORTATION SUPPLIES
14235013	APPLE INC	12/12/2024	\$ 2,160.85	0100	TECHNOLOGY EQUIPMENT
14235014	BENCHMARK EDUCATION COMPANY	12/12/2024	\$ 3,709.13	0100	INTRUCTIONAL MATERIALS
14235015	CALIFORNIA ELECTRIC SUPPLY	12/12/2024	\$ 866.83	0100	MAINTENANCE SUPPLIES
14235016	YMCA OF SAN DIEGO COUNTY	12/12/2024	\$ 209,963.58	0100	CONTRACTED SERVICES
14235017	PARENT INSTITUTE FOR QUALITY	12/12/2024	\$ 14,500.00	0100	CONTRACTED SERVICES
14235018	BEST BEST & KRIEGER LLP	12/12/2024	\$ 29,663.40	0100	LEGAL SERVICES
14235019	AMAZON CAPITAL SERVICES	12/12/2024	\$ 7,262.36	0100	CLASSROOM MATERIALS
14235021	FLYERS ENERGY	12/12/2024	\$ 3,971.48	0100	TRANSPORTATION DIESEL
14235022	STOTZ EQUIPMENT	12/12/2024	\$ 715.53	0100	GROUPS SUPPLIES
14236892	CAL PACIFIC TRUCK CENTER ,LLC	12/16/2024	\$ 3,124.50	0100	CONTRACTED SERVICES
14236893	THE STEPPING STONE GROUP	12/16/2024	\$ 29,490.93	0100	PROFESSIONAL SERVICES
14236894	BUILDING RESOURCES	12/16/2024	\$ 129,454.42	0100	CONTRACTED SERVICES
14236895	OPTUM FINANCIAL, INC	12/16/2024	\$ 289.95	0100	PROFESSIONAL SERVICES
14236896	CANON FINANCIAL SERVICES, INC	12/16/2024	\$ 7,112.97	0100	CONTRACTED SERVICES
14236898	SARDINA EDUCATIONAL CONSULTING	12/16/2024	\$ 665.00	0100	PROFESSIONAL SERVICES
14236899	ARTREACH	12/16/2024	\$ 2,000.00	0100	CONTRACTED SERVICES
14236900	PROJECT WAYFINDER, INC.	12/16/2024	\$ 13,118.00	0100	CONTRACTED SERVICES
14236902	CALIFORNIA DEPT. OF JUSTICE	12/16/2024	\$ 196.00	0100	CONTRACTED SERVICES
14236903	RCP BLOCK & BRICK	12/16/2024	\$ 628.28	0100	GROUPS SUPPLIES
14236905	ACSA	12/16/2024	\$ 671.93	0100	CONTRACTED SERVICES
14236908	AMAZON CAPITAL SERVICES	12/16/2024	\$ 74.29	0100	OFFICE SUPPLIES
14238663	VECTOR USA	12/19/2024	\$ 8,097.24	0100	PROFESSIONAL SERVICES
14238664	TODD LEWIS	12/19/2024	\$ 460.85	0100	REIMBURSEMENT
14238665	PANERA BREAD COMPANY	12/19/2024	\$ 1,023.75	0100	REFRESHMENTS
14238667	OTAY COMMUNICATIONS LLC	12/19/2024	\$ 1,530.87	0100	CONTRACTED SERVICES
14238668	ANIXTER INC.	12/19/2024	\$ 484.16	0100	MAINTENANCE SUPPLIES
14238670	DALE SCOTT & COMPANY, INC.	12/19/2024	\$ 15,366.21	0100	PROFESSIONAL SERVICES
14238671	DANIEL CAMBEROS	12/19/2024	\$ 32.16	0100	REIMBURSEMENT

Expenditure Report
12/1/2024-12/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14238672	EDTHEORY LLC	12/19/2024	\$ 40,782.90	0100	PROFESSIONAL SERVICES
14238673	THE SPEECH PATHOLOGY GROUP, INC	12/19/2024	\$ 42,295.66	0100	PROFESSIONAL SERVICES
14238674	JACQUES PAVING, INC	12/19/2024	\$ 9,480.50	0100	CONTRACTED SERVICES
14238676	RO HEALTH LLC	12/19/2024	\$ 2,087.40	0100	PROFESSIONAL SERVICES
14238677	TANIA ALTAMIRANO	12/19/2024	\$ 656.60	0100	MILEAGE
14238681	SAN DIEGO GAS & ELECTRIC	12/19/2024	\$ 2,006.65	0100	UTILITIES
14238682	GRAINGER	12/19/2024	\$ 424.56	0100	MAINTENANCE SUPPLIES
14238683	COUNTY OF SAN DIEGO	12/19/2024	\$ 190,000.00	0100	CONTRACTED SERVICES
14238684	FEDEX	12/19/2024	\$ 55.74	0100	CONTRACTED SERVICES
14238685	SAN DIEGO COUNTY SUPERINTENDEN	12/19/2024	\$ 140.00	0100	REGISTRATION FEES
14238686	SOUTHWEST SCHOOL & OFFICE	12/19/2024	\$ 3,380.21	0100	INSTRUCTIONAL SUPPLIES
14238687	ACE COOLERS INC	12/19/2024	\$ 2,016.62	0100	CONTRACTED SERVICES
14238688	SAN YSIDRO SCHOOL DISTRICT	12/19/2024	\$ 15,363.95	0100	PCARD REPLENISH
14238689	PRO POWER	12/19/2024	\$ 464.42	0100	GROUPS SUPPLIES
Total Fund 01			\$ 1,659,196.03		
14230253	WAXIE SANITARY SUPPLY	12/2/2024	\$ 2,536.35	1200	CUSTODIAL SUPPLIES
14231667	LAKESHORE	12/5/2024	\$ 168.15	1200	INSTRUCTIONAL MATERIALS
14233413	SAFEWAY INC. -VONS DIVISION	12/9/2024	\$ 74.45	1200	REFRESHMENTS
14235008	/ CHILDHOOD ASSESSMENT PROFESSIC	12/12/2024	\$ 3,910.00	1200	PROFESSIONAL SERVICES
Total Fund 12			\$ 6,688.95		
14231674	SMART & FINAL	12/5/2024	\$ 115.51	1300	CAFETERIA REFRESHMENTS
14236888	SELECTA INTERNATIONAL	12/16/2024	\$ 722.06	1300	CAFETERIA FOODS
14236889	GOLD STAR FOODS	12/16/2024	\$ 75,374.67	1300	CAFETERIA FOODS
14236890	PANERA BREAD COMPANY	12/16/2024	\$ 8,776.41	1300	CATERING REFRESHMENTS
14236891	INDUSTRIAL ELECTRIC	12/16/2024	\$ 244.50	1300	CONTRACTED SERVICES
14236901	HOLLANDIA DAIRY INC.	12/16/2024	\$ 25,204.38	1300	CAFETERIA FOODS
14236904	LLOYD PEST CONTROL CO.	12/16/2024	\$ 273.00	1300	CONTRACTED SERVICES
14236906	CALIFORNIA DEPARTMENT OF	12/16/2024	\$ 1,741.35	1300	CONTRACTED SERVICES
14236907	AMERICAN PRODUCE DISTRIBUTORS	12/16/2024	\$ 10,766.83	1300	CAFETERIA FOODS
14238666	HEARTLAND SCHOOL SOLUTIONS	12/19/2024	\$ 5,898.75	1300	CONTRACTED SERVICES
14238669	SYSCO SAN DIEGO INC.	12/19/2024	\$ 12,624.00	1300	CAFETERIA FOODS
14238678	MELBA EMAZON	12/19/2024	\$ 149.69	1300	REIMBURSEMENT
14238679	ANA DEL REAL	12/19/2024	\$ 89.55	1300	REIMBURSEMENT

Expenditure Report
12/1/2024-12/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14238680	YESENIA CHARLES	12/19/2024	\$ 235.27	1300	REIMBURSEMENT
14238690	DOMINOS PIZZA	12/19/2024	\$ 5,058.90	1300	CAFETERIA FOODS
Total Fund 13			\$ 147,274.87		
14231663	DE LA FUENTE CONSTRUCTION, INC.	12/5/2024	\$ 122,891.23	2133	CONTRACTED SERVICES
14233399	CONAN CONSTRUCTION, INC	12/9/2024	\$ 476,602.65	2133	PROFESSIONAL SERVICES
14234995	COLBI TECHNOLOGIES, INC	12/12/2024	\$ 37,537.50	2133	CONTRACTED SERVICES
14236897	VITAL INSPECTION SERVICES INC.	12/16/2024	\$ 10,450.00	2133	PROFESSIONAL SERVICES
14238675	GAFCON PM-CM LLC	12/19/2024	\$ 26,850.00	2133	CONTRACTED SERVICES
Total Fund 21			\$ 674,331.38		
14231654	NINYO & MOORE	12/5/2024	\$ 5,303.30	2518	PROFESSIONAL SERVICES
Total Fund 25			\$ 5,303.30		
Grand total			\$ 2,492,794.53		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These grants/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students, and staff.

RECOMMENDATION:

Accept donations and grants valued at \$4,000.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes ☐ No

Requisition #

DONATIONS
\$4,000.00

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

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

San Ysidro School District 2024 - 2025

BOARD MEETING: 01-23-25		<u>Donation / Grant</u>		<u>Purpose / Description</u>
<u>From</u>	<u>To</u>	<u>Cash/Check Amount</u>	<u>Estimated Value of items/supplies</u>	
Sandy Hook Promise	La Mirada	\$500.00	N/A	School Site Council Materials
Best Best & Kreiger LLP	District	\$3,500.00	N/A	Educational staff events
		\$4,000.00	\$0.00	
TOTAL:		\$4,000.00		

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

FROM:

Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAMS
SETTLEMENT-RELATED ISSUES FOR SCHOOL YEAR 2024-2025

BACKGROUND INFORMATION:

Pursuant to regulations adopted by the State of California in the Williams 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 table below summarizes the complaints received for the second quarter from October 1, 2024 to December 31, 2024 of the 2024-25 school year for submission to the San Diego County Office of Education. The District received 2 written complaints submitted as Williams Complaints. Each Williams Complaints were investigated and resolved with the assistance of district counsel.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	2	2	0
Total	2	0	2 (In Process)

RECOMMENDATION:

Accept the Report of William's Settlement related complaints for the second quarter from October 1, 2024 to December 31, 2024 of the 2024-25 school year for submission to the San Diego County Office of Education. The District received 2 written complaints in December 2024. The District is in the process of investigating the complaints and preparing the final written responses pursuant to statutory timelines.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety

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

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☒ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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. 24/25-0006, 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 2024-25 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various district departments submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

See attached

(Amount)

Various Funding Sources

(Name of funding source and/or location)

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

	AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION				
	January 23, 2025				
	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	LunchAssist, Inc.	Amendment No. 1 - to provide staff training and development. (2024-25)	\$3,765.00	Child Nutrition	Iniguez
2	PowerSchool Services	Subscription, maintenance and support services for the TalentEd license used by Human Resources for onboarding services. (2024-25)	\$12,666.57	General Fund	Burciaga
3	Edupoint Educational Systems, LLC	Amendment No. 5 - Synergy online registration services for (2024-26).	\$14,331.00	General Fund	Bojorquez

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

FROM:
Child Nutrition Department
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE LUNCHASSIST, INC. AGREEMENT

BACKGROUND INFORMATION:

LunchAssist has suggested offering training and development courses to our Child Nutrition Services staff that fulfill the annual staff training requirement.

Amendment No. 1 will extend the term to 2024-25 for \$3,765.00, to include:

- AR Boot Camp \$995.
- LunchAssist PRO Renewal, District-wide LunchAssist PRO featuring Brigaid, and Spanish lessons through LunchAssist PRO featuring Brigaid. \$2,770.00

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the agreement with LunchAssist, Inc. to provide staff training and development during 2024-25 for \$3,765.00 from the Child Nutrition fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

AMENDMENT NO. 1

\$3,765.00

(Amount)

Child Nutrition Funds

(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 1

The Professional Services Agreement between San Ysidro School District (District) and LunchAssist, Inc. was entered on December 13, 2023, to provide staff training and development services for the Nutrition Services Department.

Amendment No. 1 - The following sections are being amended.

- SECTION NO. 1.2 TERM:

Extend the Term's end date to January 22, 2026.

- SECTION NO. 2.1 FEES AND PAYMENTS:

Fees for the renewal Term are \$2,770.00.

Additional services to include Administrative Review Boot Camp at \$995.00

All other Terms and Conditions of the Agreement remain the same.

The District and LunchAssist, Inc., each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

LunchAssist, Inc.

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved



 LunchAssist

Quote For
San Ysidro School District



LunchAssist, Inc.
8605 Santa Monica Blvd, 52611
West Hollywood, CA 90069
(985) 966-8494
www.lunchassist.org

Quote

San Ysidro School District

Bill To

Sally Spero

4350 Otay Mesa Road
San Ysidro, CA 92173

Quote #

5498981000028308290

Quote Date

Aug 9, 2024 12:40 PM

Quote Expiration

Sep 30, 2024

Item & Description	List Price	Qty	Amount
AR Boot Camp Administrative Review Boot Camp Online Course	\$ 995.00	1	\$ 995.00
Grand Total			\$ 995.00

Terms & Conditions

INVOICE

LunchAssist, Inc.
8605 Santa Monica Blvd, 52611
West Hollywood, CA 90069

accounts@lunchassist.org
760-518-4706
www.lunchassist.org



Bill to
Sally Spero
San Ysidro School District
Otay Mesa Road
San Ysidro, CA 92173

Ship to
Sally Spero
San Ysidro School District
Otay Mesa Road
San Ysidro, CA 92173

Invoice details
Invoice no.: 2618
Terms: Net 30
Invoice date: 01/23/2025
Due date: 02/22/2025

#	Product or service	Description	Qty	Rate	Amount
1.	LunchAssist PRO Renewal	1/23/25-1/22/26: One year of school nutrition training through LunchAssist PRO.	1	\$495.00	\$495.00
2.	District-wide LunchAssist PRO featuring Brigaid	1/23/25-1/22/26: School nutrition training, professional standards tracking, resources, and reports for each team member in the school nutrition department through LunchAssist PRO featuring Brigaid (price per each additional team member).	30	\$50.00	\$1,500.00
3.	Spanish Lessons through LunchAssist PRO featuring Brigaid	1/23/25-1/22/26: Optional: Training available in Spanish for 31 team members.	1	\$775.00	\$775.00

Total **\$2,770.00**

Ways to pay



Note to customer
This agreement is for 1 year. Services will be suspended or canceled for accounts that are left unpaid unless other arrangements have been made. This contract will automatically renew in successive years unless LunchAssist is notified of the intent to cancel at least 90 days prior to the annual renewal date. Renewal invoices will be sent approximately 3 months before the annual renewal date. Fees for subsequent years will be equal to the base year cost, uplifted each year based on inflation.

[View and pay](#)



One-on-One Consulting



Training



Administrative Review Prep

Consulting

Experts in your corner to navigate everything that comes your way.

Partner with former auditors and directors. We walk with you in every challenge you face. Get top experts in your corner to build stronger teams, stay compliant, and serve students well.

- Monthly Check-ins
- Project Management
- Experts in Your Corner

We get it. You should have more time for serving kids, not deciphering government regulations.

Talk to our team and get a plan that's right for you.

Contact:
sales@lunchassist.org

Video Library

- Administrative Review Prep Course
- Civil Rights
- Culinary Skills by Brigaid
- Customer Service
- Farm to School
- Food Safety
- Meal Counting & Claims
- Menu Planning
- Offer vs. Serve
- Operations
- Procurement
- Recipe Standardization
- Scratch Cooking
- Special Diets
- Supper and more!

Training

Training and resources so school nutrition programs thrive.

Our membership gives you access to training in bite-sized videos. Our resources give you everything you need to build a strong team without stress.

- Tracking Software for Professional Standards
- 50+ Bilingual Trainings
- 500+ Resources
- Audit Prep Course
- Weekly Updates
- Monthly Checklists

Join Today



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

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

BOARD MEETING DATE: January 23, 2025

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH POWERSCHOOL SERVICES

BACKGROUND INFORMATION:
The Human Resources Department would like to renew the TalentEd license and subscription services with PowerSchool Services for school year 2024-25. The Human Resources Department uses this system for onboarding services. This agreement has an automatic renewal clause which can be terminated with a 30-day written notice to vendor. Term for year 2 of 4 is from December 18, 2024 to December 17, 2025.

RECOMMENDATION:
Approve/Ratify the agreement with PowerSchool Services for the 2024-25 Subscription, Maintenance and Support Services for the TalentEd license used by Human Resources for onboarding services in the amount of \$12,666.57 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?
☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?
☒ Yes ☐ No

Requisition #

\$12,666.57
(Amount)

General Fund
(Name of funding source and/or location)

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



Remit Email: lubna.kulkarni@powerschool.com
Quote Date: 22-OCT-2024
Quote #: Q-959185-1

Sales Quote - This is Not An Invoice

Prepared By: Lubna Kulkarni
Customer Name: San Ysidro School District
Contract Term: 12 Months
Start Date: 18-DEC-2024
End Date: 17-DEC-2025
Billing Frequency: Annually

Customer Contact: Accounts Payable
Title: Contact from Bill To
Address: 4350 Otay Mesa Road
City: San Ysidro
State/Province: California
Zip Code: 92173
Phone #:

Product Description	Quantity	Unit	Extended Price
Initial Term 18-DEC-2024 - 17-DEC-2025			
License and Subscription Fees			
Records	1.00	Students	USD 12,666.57

License and Subscription Totals: **USD 12,666.57**

Quote Total		
Initial Term	18-DEC-2024 - 17-DEC-2025	
Amount To Be Invoiced	USD 12,666.57	

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

San Ysidro School District

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander", written over a faint, light gray background.

Printed Name: Eric Shander

Printed Name: Marilyn Adrianzen

Title: Chief Financial Officer

Job Title: CBO

Date: 7-MAY-2024

Date: 01-13-25

PO Number: 12555

Board approved/ratified: 01-23-25

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

FROM:
Information Management Systems ☐ Informational
Todd Lewis, Director ☒ Action

AGENDA ITEM: DISPOSAL OF OBSOLETE, DAMAGED AND OUTDATED TECHNOLOGY EQUIPMENT

BACKGROUND INFORMATION:

The Information Management Services Department regularly evaluates District equipment and has determined that there are approximately 431 items that are obsolete and/or beyond repair. These items include old projectors, Chromebooks, computers, laptops, monitors, and various parts/cables.

The District has no need to retain these items and recommends that they be dispersed by means of recycling per Board Policy BP3270 Sale and Disposal Of Books, Equipment and Supplies. Recycling International is a company that has been used in the past to dispose of this type of equipment in a safe and secure manner. A portion of the revenue generated through this process will be remitted to the District. The list of equipment is attached.

RECOMMENDATION:

Approve the disposal of technology equipment that is obsolete, damaged, outdated and/or beyond economic repair.

LCAP GOAL AND ACTION/SERVICE:

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

TBD

(Amount)

General Fund

(Name of funding source and/or location)

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

LENOVO M700 student computers (133)			
Serial numbers	Description	Damage	Comments
1S10HY001VUSPC0DQS4K	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456XF	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ04570Y	Lenovo M700 computer	Mother board fried	NO hard drive & Memory LM
1S10HY001VUSMJ0458W3	Lenovo M700 computer	Doesn't turn on	NO hard drive & Memory LM
1S10HY001VUSMJ04570V	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456WT	Lenovo M700 computer	Mother board issue, it's turning off itself	NO hard drive & Memory LM
1S10HY001VUSMJ0456ZB	Lenovo M700 computer	USB ports broken	NO hard drive & Memory LM
1S10HY001VUSMJ0456ZB	Lenovo M700 computer	Doesn't turn on	NO hard drive & Memory LM
1S10HY001VUSMJ0458ZU	Lenovo M700 computer	USB ports broken	NO hard drive & Memory LM
1S10HY001VUSMJ0459BA	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456SA	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456SA	Lenovo M700 computer	Doesn't turn on	NO hard drive & Memory LM
1S10HY001VUSMJ04595L	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03J6NK	Lenovo M700 computer	Doesn't turn on	NO hard drive & Memory LM
1S10HY001VUSMJ04595L	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSPC0DQS33	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC5U	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456TY	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ045724	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0459A2	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSPC0DQS8E	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456WP	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0458Z1	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSPC0DQSB3	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ04573C	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ045732	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ045950	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ04573J	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSPC0DQRZY	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC5D	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC5D	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC4H	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC0V	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC0V	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ045769	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456RM	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0458TF	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC1V	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC1V	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ045717	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0457E5	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM

1S10HY001VUSMJ045977	Lenovo M700 computer	Bad USB ports	
1S10HY001VUSMJ0458QS	Lenovo M700 computer	doesn't turn on	
1S10HY001VUSMJ0458RJ	Lenovo M700 computer	doesn't turn on	
1S10HY001VUSMJ04592E	Lenovo M700 computer	No video	SYMS
1S10HY001VUSMJ0458ZS	Lenovo M700 computer	doesn't turn on	SYMS
CHROMEBOOKS (222)			
SYSD asset Tag #	Description	Damage	Comments
014442SYSD	HP Chromebook 14-SMB	End of life	SUNSET
015117SYSD	HP Chromebook 14-SMB	End of life	SUNSET
014486SYSD	HP Chromebook 14-SMB	End of life	SUNSET
014914SYSD	HP Chromebook 14-SMB	End of life	SUNSET
015139SYSD	HP Chromebook 14-SMB	End of life	SUNSET
013375SYSD	HP Chromebook 14-SMB	End of life	SUNSET
013419SYSD	HP Chromebook 14-SMB	End of life	SUNSET
014457SYSD	HP Chromebook 14-SMB	End of life	SUNSET
014949SYSD	HP Chromebook 14-SMB	End of life	SUNSET
014427SYSD	HP Chromebook 14-SMB	End of life	OVHS
014878SYSD	HP Chromebook 14-SMB	End of life	OVHS
015067SYSD	HP Chromebook 14-SMB	End of life	OVHS
015050SYSD	HP Chromebook 14-SMB	End of life	OVHS
014381SYSD	HP Chromebook 14-SMB	End of life	OVHS
004742SYSD	HP Chromebook 14-SMB	End of life	OVHS
014281SYSD	HP Chromebook 14-SMB	End of life	VDM
A001329	HP Chromebook 14 G4	End of life	SYMS
A001256	HP Chromebook 14 G4	End of life	SUNSET
A001248	HP Chromebook 14 G4	End of life	OVHS
004747SYSD	HP Chromebook 14 G4	End of life	OVHS
No Asset Tag	HP Chromebook 14 G4	End of life	OVHS
SY9902095	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200002	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200193	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200134	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200010	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY9903069	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200173	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200078	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
004443SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
004245SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
004364SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
004445SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
SY9903567	HP Chormebook 14 G5	Broken Screen	SYMS
SY9901855	HP Chormebook 14 G5	Broken Screen	SYMS
SY9901484	HP Chormebook 14 G5	Broken Screen	SYMS

A001841	HP Chormebook 14 G5	Broken Screen	SYMS
SY9903094	HP Chormebook 14 G5	Broken Screen	SYMS
SY9902487	HP Chormebook 14 G5	Broken Screen	SYMS
SY2200007	HP Chormebook 14 G5	Broken Screen	SYMS
SY9901485	HP Chormebook 14 G5	Broken Screen	SYMS
SY2200964	HP Chormebook 14 G5	Broken Screen & O.S can't be loaded	SYMS
004431SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
SY2200138	HP Chormebook 14 G5	Broken Screen & O.S can't be loaded	SYMS
SY9902067	HP Chormebook 14 G5	Broken Screen	SYMS
004500SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
A001857	HP Chormebook 14 G5	Broken Screen	SYMS
SY9902994	HP Chormebook 14 G5	Broken Screen	SYMS
SY2200100	HP Chormebook 14 G5	Broken Screen	SYMS
A001924	HP Chormebook 14 G5	No charging	SYMS
SY9903581	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY9901456	HP Chormebook 14 G5	Video issue / MB	SYMS
004116SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
SY9900950	HP Chormebook 14 G5	Broken Screen	SYMS
SY9902078	HP Chormebook 14 G5	Broken Screen	SYMS
004512SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
SY2200059	HP Chormebook 14 G5	Broken Screen	SYMS
004287SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
SY9900951	HP Chormebook 14 G5	Broken Screen & O.S can't be loaded	SYMS
SY9903085	HP Chormebook 14 G5	Broken Screen & O.S can't be loaded	SYMS
SY9902964	HP Chormebook 14 G5	Broken Screen	SYMS
SY1800166	HP Chormebook 14 G5	Broken Screen + no video	SS
SY9908202	HP Chormebook 14 G5	No power	SS
SY1800045	HP Chormebook 14 G5	No charging	SS
SY1800160	HP Chormebook 14 G5	Broken Screen	SS
SY9902530	HP Chormebook 14 G5	Bad Screen	SS
SY9920014	HP Chormebook 14 G5	Broken Screen	SS
SY1800152	HP Chormebook 14 G5	Broken Screen	SS
SY9903245	HP Chormebook 14 G5	Broken Screen	SS
SY1800142	HP Chormebook 14 G5	Broken Screen	SS
SY9902510	HP Chormebook 14 G5	Broken Screen	SS
SY9903211	HP Chormebook 14 G5	Broken Screen	SS
SY9902006	HP Chormebook 14 G5	Bad Screen	SS
SY9902526	HP Chormebook 14 G5	Broken Screen	SS
A001975	HP Chormebook 14 G5	Broken Screen	SS
SY9903468	HP Chormebook 14 G5	Broken Screen	SS
SY2400001	HP Chormebook 14 G5	Broken Screen + used for parts	OVHS
SY9902813	HP Chormebook 14 G5	No video + used for parts	OVHS
SY9904042	HP Chormebook 14 G5	Broken Screen + used for parts	OVHS
SY9902821	HP Chormebook 14 G5	Broken Screen + used for parts	OVHS

SY9903193	HP Chormebook 14 G5	Broken Screen + used for parts	OVHS
A001783	HP Chormebook 14 G5	Broken Screen + used for parts	OVHS
004334SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
004192SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903818	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903849	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9902356	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
004132SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
004173SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9901897	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9901878	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9902616	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903339	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY2500043	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9902637	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9900928	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903327	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9900962	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903105	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9902873	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903126	HP Chormebook 14 G5	Doesn't turn on + used for parts	VDM
SY9903142	HP Chormebook 14 G5	Bad MB + used for parts	VDM
A001944	HP Chormebook 14 G5	Bad MB + used for parts	VDM
SY9903301	HP Chormebook 14 G5	Bad screen + used for parts	VDM
SY9903770	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9901860	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9902489	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
1830SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9901856	HP Chormebook 14 G5	Bad MB + used for parts	VDM
SY9901854	HP Chormebook 14 G5	Bad MB + used for parts	VDM
SY9903768	HP Chormebook 14 G5	Bad MB + used for parts	VDM
SY2200196	HP Chormebook 14 G5	Screen Issue + used for parts	WI
SY2000219	HP Chormebook 14 G5	Broken Screen + used for parts	WI
004458SYSD	HP Chormebook 14 G5	Doesn't turn on + used for parts	SM
SY9902417	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY1600007	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9902916	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9902908	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9903793	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9903971	HP Chormebook 14 G5	Broken Screen + used for parts	SM
004328SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY1600057	HP Chormebook 14 G5	Water damage + used for parts	SM
SY1600016	HP Chormebook 14 G5	Doesn't turn on + used for parts	SM
A001877	HP Chormebook 14 G5	Screen Issue + used for parts	SM

SY1600198	HP Chormebook 14 G5	Screen Issue + used for parts	SM
SY1600081	HP Chormebook 14 G5	Water damage + used for parts	SM
A004302	HP Chormebook 14 G5	Doesn't turn on + used for parts	SM
SY1600178	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY1600214	HP Chormebook 14 G5	BAD O.S. Corrupted + used for parts	SM
SY1600091	HP Chormebook 14 G5	Doesn't turn on + used for parts	SM
SY9900986	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9903656	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9903890	HP Chormebook 14 G5	Broken Screen + used for parts	LM
SY9903875	HP Chormebook 14 G5	Broken Screen + used for parts	LM
SY9902781	HP Chormebook 14 G5	Broken Screen + used for parts	LM
017565SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	LM
004321SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	LM
SY1200036	HP Chormebook 14 G5	Broken Screen + used for parts	LM
SY1200036	HP Chormebook 14 G5	Doesn't turn on + used for parts	LM
004321SYSD	HP Chormebook 14 G5	Doesn't turn on + used for parts	LM
SY9903385	HP Chormebook 14 G5	Screen Issue + used for parts	LM
SY9902174	HP Chormebook 14 G5	Screen Issue + used for parts	LM
SY9904386	HP Chromebook x360 11 G3 EE	Doesn't turn on used for parts	VDM
SY9904246	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY9904501	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY9904393	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY9904398	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY9904473	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY9904295	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY 9904230	HP Chromebook x360 11 G3 EE	Doesn't charge	WI
004772SYSD	HP Chromebook 11-V010NR	End of life	OVHS / PTA
004782SYSD	HP Chromebook 11-V010NR	End of life	OVHS / PTA
004787SYSD	HP Chromebook 11-V010NR	End of life	OVHS / PTA
004788SYSD	HP Chromebook 11-V010NR	End of life	OVHS / PTA
004791SYSD	HP Chromebook 11-V010NR	End of life	OVHS / PTA
A001698	HP Chromebook 11-V010NR	End of life	OVHS / PTA
SY9905418	HP Chromebook 11MK G9 EE	Bad Keyboard	SYMS
SY9905795	HP Chromebook 11MK G9 EE	Broken Screen	OVHS
SY9900532	Lenovo 100e Chromebook 2nd. Gen	Broken Screen	SYMS
SY9900510	Lenovo 100e Chromebook 2nd. Gen	Broken Screen	SYMS
SY9900654	Lenovo 100e Chromebook 2nd. Gen	Broken Screen	SYMS
SY9900828	Lenovo 100e Chromebook 2nd. Gen	Broken Screen	SYMS
SY9900658	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	SYMS
SY9900802	Lenovo 100e Chromebook 2nd. Gen	Bad Key board	SYMS
SY9900665	Lenovo 100e Chromebook 2nd. Gen	O.S. still crashes /can't be loaded	SYMS
SY9900544	Lenovo 100e Chromebook 2nd. Gen	O.S. still crashes /can't be loaded	SYMS
SY9900671	Lenovo 100e Chromebook 2nd. Gen	O.S. still crashes /can't be loaded	SYMS
SY9901253	Lenovo 100e Chromebook 2nd. Gen	Doesn't turn on	SYMS

SY9900623	Lenovo 100e Chromebook 2nd. Gen	Bad Key board	SS
SY9901544	Lenovo 100e Chromebook 2nd. Gen	Bad Key board	SS
SY9900392	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	SM
SY9901709	Lenovo 100e Chromebook 2nd. Gen	Broken Screen	LM
SY9900448	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	LM
SY9900392	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	LM
SY9901296	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	LM
SY9900554	Lenovo 100e Chromebook 2nd. Gen	MB Doesn't let the NIC card work	VDM
SY9901159	Lenovo 100e Chromebook 2nd. Gen	Bad Key board	VDM
SY9901169	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	VDM
SY9904356	Lenovo 100e Chromebook 2nd. Gen	NO VIDEO	VDM
SY9901618	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	VDM
SY2200258	Chromebook ASUS C214M	Broken Screen	SYMS
SY2200292	Chromebook ASUS C214M	Broken Screen	SYMS
SY2200269	Chromebook ASUS C214M	Broken Screen	SYMS
004781SYSD	Chromebook HP 7565NGW	End of life	OVHS
X6132098	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132097	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132091	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132096	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132093	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132090	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132095	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132094	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132148	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132092	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132084	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132102	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132083	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life Serial # 2K32LY22	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life Serial # 5B3LY22	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life Serial # J33LY22	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life Serial # JHOHY22	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life Serial #	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132082	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
018950SYSD	Chromebook ACER C851	MB issues - O.S. Freeze	WI
018967SYSD	Chromebook ACER C851	MB issues - doesn't charge	WI
SY9900018	Chromebook ACER C851	MB issues - doesn't charge	VDM
SY9900218	Chromebook ACER C851	Bridge port burned on M.B.	WI
004817SYSD	Chromebook ACER CB714-1W	MB issues - doesn't charge	OVHS
018902SYSD	Chromebook ACER CB714-1W	MB issues - doesn't charge	OVHS
004914SYSD	Chromebook ACER CB714-1W	MB issues - doesn't charge	WI
SY9900265	Chromebook ACER CB714-1W	MB issues - doesn't charge	LM

SY9900268	Chromebook ACER CB714-1W	MB issues - doesn't charge	LM
A001625	Chromebook ACER CB3-431	End of life	OVHS
A001514	Chromebook ACER CB3-431	End of life	OVHS
A001651	Chromebook ACER CB3-431	End of life	OVHS
A001462	Chromebook ACER CB3-431	End of life	OVHS
A001422	Chromebook ACER CB3-431	End of life	WI
A001418	Chromebook ACER CB3-431	End of life	VDM
A001421	Chromebook ACER CB3-431	End of life	SM
A001532	Chromebook ACER CB3-431	End of life	SYMS
A001388	Chromebook ACER CB3-431	End of life	SYMS
SY9904911	Chromebase HP mod. 22-aa0010	screen broken	VDM
COMPUTERS (2)			
SY9905069	Computer DELL Optiplex AIO 7400 series	Bad monitor	DO EdServ conference room
No asset tag / Serial # 13P9YS3	Computer DELL Optiplex AIO 7400 series	Bad monitor	LM room5
LAPTOPS (5)			
013045SYSD	Dell LATITUDE 3450	End of life	OVHS
018658SYSD	HP Probook 440 G7	Video chip issue + used for parts	OVHS - Teacher Brenda Huerta
018693SYSD	HP Probook 440 G7	MB issue- doesn't turn on	OVHS - Teacher room 49
018672SYSD	HP Probook 440 G7	Screen broken	WI-Teacher room 19
SY9905727	HP Probook 450 G9	Screen issue	
DOCUMENT CAMERAS (6)			
011129SYSD	Document camera Avervision 300 AF+	doesn't turn on	SS
013575SYSD	Smart document camera	bad video Blurry	SM
007818SYSD	Document camera Avervision 300 P	doesn't turn on	LM
007669SYSD	Document camera Avervision 300 P	bad video Blurry	WI
005881SYSD	Document camera Avervision 300 P	bad video Blurry	SYMS
006683SYSD	Document camera Avervision 300i	bad video Blurry	OVHS
PROJECTORS (14)			
013817SYSD	Epson 98H	bad video Blurry	LM
015268SYSD	Epson 98H	bad video ribons (pink image)	SS
013752SYSD	Epson 98H	bad video ribons (pink image)	SM
013821SYSD	Epson 98	Bad Projector doesn't turn on	SM
013838SYSD	Epson 98H	bad video Blurry	SM
015821SYSD	Epson 98H	bad video ribons (pink image)	OVHS
015284SYSD	Epson 98H	bad video green spot room 22	OVHS
015762SYSD	Epson 98H	bad video Blurry	OVHS
016815SYSD	Epson 98H	bad video Blurry	SYMS
005117SYSD	INFOCUS	bad video	DO Boardroom
007016SYSD	Epson 98H	bad video	
013825SYSD	Epson 98H	bad video Blurry	
N/A	Epson 93+	bad video Blurry	S/N R4EF225078L

009293SYSD	Epson 83+	bad video Blurry	OVHS room 15
CISCO PHONES (12)			
Model	Mac Address	S/N	Comments
7965	08D09F9F1596	FCH15478RTZ	
7962	24B657B0F91A	FCH1543A2AR	
7962	F47F353D04A1	FCH1619BE0E	
7962	A40CC395F4FA	FCH14238Z9F	
7962	24B657B031B7	FCH15438R8T	
6941	44D3CAD462B7	n/a	
6941	44D3CAD4607D	n/a	
6941	44D3CAD4616F	n/a	
6941	44D3CAD4629D	n/a	
7911	n/a	FCH14258155	
7911	n/a	FCH142495C3	
7911	n/a	FCH142495HF	
CISCO SWITCHES & WAP CONTROLLER (3)			
013858SYSD	Catalyst 3560G Series PoE -24	doesn't work	SS-RM23-SW1
s/n : FOC1447W2BZ	Catalyst 3560G Series PoE -48	doesn't work	OV-500 BUILDING
014020SYSD	Cisco 5500 Series Wireless Controller	doesn't work	WI-MDF
ACCES POINT (WAP's) (4)			
Model	Mac Address	S/N	Comments
AIR-LAP1142N-A-K9	503DE5F0C874	FTX1504EA47	old model
AIR-LAP1142N-A-K9	503DE5F0C2DD	FTX1504K9T2	old model
AIR-CAP37021-B-K9	003A7D0D25CC	FCW2021NTML	LOW TRAFFIC
AIR-CAP37021-B-K9	503DE5F0C845	FTX1504K9SP	old model
TVs & TV stands (3)			
Asset Tag Number	Description	S/N	Comments
N/A	HINGSEN tv 75 inches	75G211784H00115	Screen Broken VDM 503
N/A	HINGSEN tv 75 inches	75G211785H00237	Screen Broken SYMS MCC
N/A	6 TV stands	N/A	Doesn't resist the continues rolling to be moved
PRINTERS (3)			
SYSD asset Tag #	Description	Damage	Comments
006682SYSD	HP laser jet 4650	Bad defuser	
007163SYSD	HP laser jet 4650	broken paper roler and defuser	WI
009283SYSD	HP laser jet P4014n	Paper rolers are broken	WI
VDM SMART BOARDS (projectors & boards) (24)			
SYSD asset Tag #	Description	Damage	Comments
012599SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX

012595SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012605SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
013578SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
013570SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012611SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012596SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012606SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012610SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012616SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012601SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012600SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012609SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012608SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012613SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012612SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012617SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012614SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012615SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012594SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012604SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012602SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012597SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
No. items	Description	Damage	Comments
8	UX60 Smart board's motorized brackets	Old system	the brackets were on VDM rooms 101 to 302

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MARYWOOD UNIVERSITY

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Marywood University to provide high-quality learning experiences for Dietetics Program Interns. This agreement will commence on January 25th, 2025, and will end on June 30th, 2027.

RECOMMENDATION:

Approve the agreement with Marywood University to provide quality learning experiences for Dietetics Program Interns.

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 2024-2025 Budget?

☐ Yes ☐ No

Requisition #

--

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

DIETETICS PROGRAMS INTERN AGREEMENT

THIS DIETETICS PROGRAMS INTERN AGREEMENT (the "Agreement") is made and entered into as of January 25th, 2025 ("Effective Date") between Marywood University ("University"), having an office at 2300 Adams Avenue Scranton PA 18509 and San Ysidro School District ("District"). University and District each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their responsibilities, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's students studying dietetics.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Responsibilities of University.

Student Preparation. The University will use reasonable efforts to prepare students selected for participation ("Participants") in the experiential learning program at the District ("Program").

Education Responsibility. The University will retain general responsibility for the education of Participants. The University will provide the District with current copies of curriculum objectives and course descriptions associated with the Program. The University will maintain applicable academic accreditation(s) during the Term. If requested by the District, the University will provide credentials and contact information of faculty associated with the Program.

Confidentiality. The University will advise all Participants assigned to the District regarding the confidentiality of District's records and/or information. The University will also advise all Participants that confidentiality duties are ongoing.

Compliance. The University will advise Participants that they are required to comply with District's dress codes, rules, regulations, policies, and procedures.

Performance Evaluations. The University will provide instruction and resources to the District's staff with respect to the performance evaluation of all Participants.

Insurance. The University carries insurance up to the limits required by the District and applicable law. The University shall maintain the minimum limits as follows: ■ General liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate; ■ Professional liability insurance for Participants with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. ■ If Participant/Candidate will be assigned where students are present, Sexual abuse and molestation insurance is required with limits of \$1,000,000 per occurrence and \$2,000,000 per occurrence aggregate. ■ The University shall name the District as additional insured and provide the District with a certificate of such insurance and supporting endorsements.

Responsibilities of District

Learning Environment. The District has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for Participants.

Responsible for District Students. The District will retain responsibility for the care of its students and will maintain administrative and professional supervision of Participants insofar as their presence and Program assignments affect the operation of the District and its care, direct and indirect, of students.

Performance Evaluations. The District will assist the University in the evaluation of the learning and performance of Participants by completing and returning in a timely manner using University-provided evaluation forms.

Orientation. The District will provide for the orientation of Participants as to the District's rules, regulations, procedures, and policies of the District along with any other of District's expectations for the Participants.

Supervision. The District will provide qualified and competent staff members in adequate number for the instruction and supervision of Participants.

Student Records. District, its employees, agents and representatives shall maintain in confidence student files and personal information and limit access to only those District employees or agents with a need to know. The District agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates District as a school official with a legitimate educational interest in the educational records of the student(s) who participate in the Program to the extent that access to the records is required by District to carry out the Program.

Claims. The District will provide written notice to the University promptly if a claim arises involving a student.

Mutual Responsibilities.

Collaboration. The Parties will work together to maintain a high-quality educational environment where the students' needs are paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

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.

UNIVERSITY	Marywood University	
Name:	Micheline Orlowsky	Shelby Yeager
Title:	Program Director of the Dietetic Internship Program	Dean of College of Health and Human Services
Address:	2300 Adams Avenue	
City/State/Zip Code:	Scranton PA 18509	
Telephone:	570-340-6010	(570) 961-4711
Email:	morlowsky@marywood.edu	swyeager@marywood.edu

DISTRICT:	San Ysidro School District	
Name:	Efrain Burciaga	Dr. Jose Iniguez
Title:	Director of Human Resources	Assistant Superintendent
Address:	4350 Otay Mesa Road	Child Nutrition Services
City/State/Zip code:	San Ysidro, CA 92173	(619) 428-4476 x3065
Telephone:	(619) 428-4476 x3012	(619) 428-4476 x3011 CNS
Email:	Efrain.burciaga@sysdschools.org	Jose.iniguez@sysdschools.org

The contact person within the organization may change as needed by providing the other Party with written notice of the change.

Background Checks, Immunizations, and Other Requirements. The Intern shall go through the District's onboarding process, which includes criminal background checks, immunizations, TB test clearance, drug tests, or any other requirements (e.g., CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist Interns in obtaining the requirements. The costs associated with any such requirements will be paid by the University and/or Intern.

Intern Removal. The District may request the removal of any Intern whom the District determines is not performing in accordance with its applicable administrative policies, procedures, rules, and/or regulations. Such request must be in writing and must include a statement of the reason or reasons why the District desires to have the Intern removed. The Intern must be afforded an opportunity by the University to respond in writing to the statements. However, the District may immediately remove from the premises any Intern who poses an immediate threat or danger to personnel or to the quality of services or for unprofessional behavior. The District will notify the appropriate office of the University if such action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the student would no longer be appropriate. The University will notify the District if such action is required.

Non-Discrimination. Neither the University nor the District will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

Compliance with the Law. The University and District shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

Term and Termination. This Agreement will commence as of January 25th, 2025 and will end no later than June 30, 2027 unless terminated earlier. This Agreement may be terminated at any time and for any reason by either Party upon not less than thirty (30) days prior written notice to the other Party. Should notice of termination be given under this Section, Participants scheduled with District prior to the termination date will be permitted to complete any previously scheduled Program at District.

Employment Disclaimer. Participation in the Program will not afford Participant's status as employees or agents of the District or University for any purpose. The Parties agree that Participants will not be entitled to receive any compensation or employment benefits from District, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. District will not be required to purchase any form of insurance for the benefit or protection of any student of the University.

Indemnification: Each party to this Agreement shall, to the extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liability claims and losses arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and/or employees.

Miscellaneous

Choice of Law and Venue. The Agreement will be governed by the laws of the State of California, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of California,

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

FROM:
Educational Services
Manuel Bojorquez, Assistant
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT.
CARMEL SCHOOL FOR TITLE IV FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District, Our Lady of Mt. Carmel School, and the Private School Provisions as amended by the Every Student Succeeds Act: Funds are intended to increase the capacity of local education agenda (LEAs) and schools to meet the goals of the ESEA by 1) providing all students with the access to a well-rounded education, 2) improving school conditions for student learning, and 3) improving the use of technology in order to improve the academic achievement and digital literacy of all students.

Our Lady of Mt. Carmel School has requested to participate in Title IV, Part A, Student Support and Academic Enrichment program for the 2024-25 school year. The total allocation for Title IV, Part A funds, should not exceed \$6,506.00.

Our Lady of Mt. Carmel is requesting the \$6,506.00 to be used in the purchase of the following products: Flashforge 5M Pro 3D Printer with filaments, IT Middle School Curriculum License Subscription, and six Windows laptops. The remaining balance will be used for copy paper.

RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for the 2024-25 Academic Enrichment Program Spending Plan for Title IV, Part A funds and services in the total amount of \$6,506.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

Total Allocation:

\$6,506.00

(Amount)

Title IV, Part A Funds

(Name of funding source and/or location)

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

Memorandum of Understanding Title IV

Provision of Programs and Services to Private Schools

2024-2025

Section 1: General

The San Ysidro School District has been notified by Our Lady of Mount Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the *Student Support and Academic Enrichment Program* for the 2024-2025 school year. Under Title IV, Part A of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA) is a federal categorical program contained in the Consolidated Application. These funds are intended to increase the capacity of local education agencies (LEAs) to meet the goals of the ESSA by providing all students with access to a well-rounded education, improving school conditions for student teaming, and improving use of technology in order to improve the academic achievement and digital literacy of all students.

This Memorandum of Understanding (MOU) contains a sample description of the nature and scope of services and products to be provided by the San Ysidro School District to the Our Lady of Mount Camel School in order to serve its students.

Section 2: How will the students' needs be identified?

Based on the most recent data. Teacher observations and needs of students was determined.

Each LEA, or consortium of such agencies, that receives a Title IV, Part A allocation pursuant to ESSA Section 4109 shall use a portion of such funds to improve the use of technology to improve the academic achievement, academic growth, and digital literacy of all students, including by meeting the needs of such agency or consortium that are identified in the needs assessment conducted (if applicable), which may include—

1. providing educators, school leaders, and administrators with the professional learning tools, devices, content, and resources to—
 1. personalize teaming to improve student academic achievement;
 2. discover, adapt, and share relevant high-quality educational resources;
 3. use technology effectively in the classroom, including by administering computer-based assessments and blended teaming strategies; and
 4. implement and support school and district-wide approaches for using technology to inform instruction, support teacher collaboration, and personalize learning;
2. building technological capacity and infrastructure, which may include—
 1. procuring content and ensuring content quality; and
 2. purchasing devices, equipment, and software applications in order to address readiness shortfalls;

3. developing or using effective or innovative strategies for the delivery of specialized or rigorous academic courses and curricula through the use of technology, including digital learning technologies and assistive technology;
4. carrying out blended learning projects, which shall include—
 1. planning activities, which may include development of new instructional models (including blended learning technology software and platforms), the purchase of digital instructional resources, initial professional development activities, and one-time information technology purchases, except that such expenditures may not include expenditures related to significant construction or renovation of facilities; or
 2. ongoing professional development for teachers, principals, other school leaders, or other personnel involved in the project that is designed to support the implementation and academic success of the project;
5. providing professional development in the use of technology (which may be provided through partnerships with outside organizations) to enable teachers and instructional leaders to increase student achievement in the areas of science, technology, engineering, and mathematics, including computer science; and
6. providing students in rural, remote, and underserved areas with the resources to take advantage of high-quality digital teaming experiences, digital resources, and access to online courses taught by effective educators.

Section 3: What services and products will be provided?

- Purchase and integration of one Flashforge 5M Pro 3D Printer and 25 HS PLA filaments in the amount of \$1,069.00.
- Purchase and integration of the IT Middle School Curriculum License Subscription from STEM Fuse in the amount of \$2,250.00.
- Purchase of six Windows Laptops in the amount of \$2,988.70.
- The remaining balance will be used for copy paper.

Amount not to exceed: \$6,506.00

Section 4: How, when, where, and by whom will the services be provided?

The purchases will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. The items listed in section 3 will be provided for the use of Title IV to serve the needs of students enrolled at Our Lady of Mt. Carmel.

Section 5: How will the services be assessed to improve the program?

Representatives of the San Ysidro School District and the Our Lady of Mount Carmel School shall meet before the end of the year in which services have been offered to

discuss the delivery and effectiveness of services provided to students. The representatives shall determine if any changes are needed in the program during the current or next school year. The representatives shall determine if any changes are needed in the services during the current or next school year.

Section 6: Other provisions

Both parties of this MOU shall fulfill the conditions listed herein.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: _____ Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: _____ Marilyn Adrianzen _____ Phone No: _____ (619)428-4476 _____

Signature: _____ Date: _____

Title: _____ Chief Business Official _____ Board Approval: _____ 01-23-2025 _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

FROM:
Manuel Bojorquez,
Assistant Superintendent of
Educational Leadership and Pupil
Services

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SBCS CORPORATION FOR CHILDREN'S OUTPATIENT CLINIC SERVICE

BACKGROUND INFORMATION:

SBCS Corporation will be working together with the San Ysidro School District. SBCS will act as the lead agency for administration, fiscal management, and evaluation of SBCS Children's Mental Health program, a certified Full-Service Partnership Program. It will provide diagnostic and treatment services for eligible children, including assessment, treatment planning, individual therapy, family therapy, crisis intervention, case management, and medication support.

Services will be provided for children who meet eligibility requirements. Services will be offered at SBCS clinics or on a limited and case-by-case basis in a community, home setting or school. This agreement is effective from January 1, 2025 through June 30, 2025 and shall have the option to extend for a total of 4 years, not to exceed June 30, 2029.

RECOMMENDATION:

Approve the Memorandum of Understanding with SBCS Corporation to provide Children's Outpatient Clinic Service during school year 2024-25 at no to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal #2 - Action 2.5 *Mental Health Supports* - We will hire additional staff to support social and emotional well-being through a multi-tiered system that provides universal social and emotional learning access.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes

☒ No

☐ Yes

☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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



MEMORANDUM OF UNDERSTANDING

This represents an agreement between **SBCS Corporation (SBCS)** and **San Ysidro School District (SYSD)**. SBCS and SYSD intend to work together to provide support services to the local community.

SBCS and SYSD intend to collaborate on the provision of services as described herein.

I. Services to be Provided

SBCS Corporation agrees to:

1. Act as the lead agency for administration, fiscal management and evaluation of SBCS Children's Mental Health program, a certified Full-Service Partnership program.
2. Provide a full range of diagnostic and treatment services for eligible children including assessment, treatment planning, individual therapy, family therapy, crisis intervention, case management and medication support.
3. Process referrals from the SYSD for eligible children. To be eligible for services, children must be 5 – 21 years old, have full scope Medi-Cal, have a mental health diagnosis, and must have a significant impairment in an important area of life functioning. Referrals shall be emailed or faxed to SBCS and SBCS will notify SYSD of the receipt of the referral within 3 business days via email.
4. Services will be offered at SBCS clinic or on a limited and case by case basis in a community or home setting.
5. With the parent/legal guardian's consent, services may be provided at the client's school as pre-designated and pre-approved on SBCS contract with County Behavioral Health contracted schools include all seven (7) SYSD school sites.
6. Provide and share information with SYSD as a means to support youth/family participation, engagement and progress under HIPAA and Confidentiality guidelines.
7. Participate in school and /or district meets as requested.
8. Provide education to district staff that assist the schools in understanding the target population eligible for services.
9. Coordinate with the district to identify eligible children most in need of services Work with school personnel to engage and support youth and their families and provide outreach at schools.
10. Maintain regular communication with district representative on waitlist times, regional and school needs an program updates.
11. Maintain regular communication with SYSD Director regarding individual student needs and concerns, ensuring optimal collaboration.

San Ysidro School District agrees to:

1. Provide referrals to SBCS' San Ysidro Children's Outpatient Clinic.
2. Provide SBCS program staff with appropriate office space at client's school to provide services on County contracted school campuses to students and their families.
3. Provide and share information with SBCS as a means to support youth/family participation and progress and HIPAA guidelines.
4. Participate in SBCS meetings as requested.
5. Maintain regular communication with SBCS Program Director regarding needs, ensuring optimal collaboration.
6. Assist SBCS in coordinating in-service training and meetings with district staff as necessary.

II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 1/1/2025 through 6/30/2025 and shall have the option to extend the term of this agreement for four (4) increments of one (1) year, for a total of four (4) years beyond the expiration of the initial term, not to exceed June 30, 2029. This option shall be automatically exercised unless either party



MEMORANDUM OF UNDERSTANDING

expresses, in writing, not less than thirty (30) days prior to an Option Period that they do not intend to extend the agreement.

III. Confidentiality and Privacy Laws

The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statutes, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

IV. Indemnification

SYSD shall indemnify, defend, and hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SYSD**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SYSD** shall have no obligation to indemnify, defend, or hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SBCS** negligence or willful misconduct.

SBCS shall indemnify, defend, and hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SBCS**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SBCS** shall have no obligation to indemnify, defend, or hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SYSD** negligence or willful misconduct.

In the event of claims arising out of the concurrent acts or omissions of both **SBCS** and **SYSD**, the parties agree to be responsible for and to hold the other party harmless from any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates



MEMORANDUM OF UNDERSTANDING

or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, SBCS and SYSD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

This Section IV shall survive the termination of this MOU, and is in addition to any other rights or remedies that **SBCS** or **SYSD** may have under the law or this MOU.

V. Insurance

Each party shall maintain public liability and property damage insurance to protect them and **each other** from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this MOU. The minimum amounts of such insurance shall be as hereinafter set forth.

Type of Insurance:	Amount of Insurance:
Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 general aggregate
Auto Liability for owned and non-owned vehicles <i>Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives</i>	\$1,000,000 per occurrence
Improper Sexual Conduct	\$1,000,000 per occurrence \$2,000,000 general aggregate

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice.

VI. Value of Services

No money or other consideration shall be transferred between the parties.

VII. Non-Discrimination

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

VIII. Contact Information

The contact information listed below shall be the contact information for the notice requirements under this MOU.



MEMORANDUM OF UNDERSTANDING

For San Ysidro School District	For SBCS Corporation:
c/o: Marilyn Adrianzen Chief Business Official 4350 Otay Mesa Road San Ysidro, CA 92173 marilyn.adrianzen@sysdschools.org With copy to: Manuel Bojorquez Assistant Superintendent of Educational Leadership and Pupil Services (619) 428-4476 ext. 3027 Manuel.Bojorquez@sysdschools.org Oscar.madera@sysdschools.org	c/o: Stacey Musso Department Director 430 F Street Chula Vista, CA 91910 smusso@csbcs.org

IX. Locations

The services will be provided to the locations of **SYSD** listed below. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

San Ysidro School District (SYSD)
La Mirada Elementary
Ocean View Elementary
Smythe Elementary
Sunset Elementary
Willow Elementary
Vista Del Mar
San Ysidro Middle

X. Independent Contractor

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner create an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

XI. Governing Law/Venue San Diego

In the event of litigation, this MOU 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.

XII. Successors and Assigns / Assignment

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs,



MEMORANDUM OF UNDERSTANDING

representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

XIII. Termination

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

By: _____ Date: _____
Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

San Ysidro School District

Signature: _____ Date: _____
Marilyn Adrianzen
Chief Business Official

Board approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

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

☐ Informational
☒ Action

AGENDA ITEM: CUPCCAA AGREEMENT WITH KONE, INC.

BACKGROUND INFORMATION:

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”) procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process, and contracts in excess of \$200K to be awarded via a formal competitive bid process.

The wheelchair lift located at Willow School is in need of repairs. Kone will provide the following:

- Disassemble the jammed arm and order the replacement parts that may be needed to repair the Wheelchair Lift. Additional repairs may be needed and cost increased.

RECOMMENDATION:

Approve/Ratify the CUPCCAA agreement with Kone to provide wheelchair lift repair services at Willow School in the amount of \$872.86 from the Routine Restricted Maintenance Account.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 2.3 – Maintenance, Operations, Transportation, and Facilities support. Ensure additional staff are available to maintain facilities, guaranteeing safety and access for all students, including those from unduplicated at each school site. Maximize personnel usage to ensure student safety and equitable access.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$872.86

(Amount)

Routine Restricted Maintenance Account

(Name of funding source and/or location)

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

**CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES
UNDER \$60,000 AWARDED PURSUANT TO CUPCCAA**

THIS CONTRACT is made and entered into as of the last date of signature hereto ("**Contract**"), by and between **Kone Inc.** ("**Contractor**") and **SAN YSIDRO SCHOOL DISTRICT** ("**District**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Contract Price & Services.

- a. After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the repairs, maintenance or construction services identified below and as more fully described in Exhibit A attached hereto ("**Services**" or "**Work**") subject to the conditions below and for the price indicated below ("**Contract Price**");

Wheelchair Lift - Willow

Willow Elementary
226 Willow Road
San Ysidro, CA 92173

SCOPE OF WORK:

Kone Technician to disassemble jammed arm and order the replacement parts needed once identified to repair the Wheelchair Lift located at Willow Elementary

BASE CONTRACT (In Dollars\$):

\$

--	--

 ,

8	7	2
---	---	---

 .

8	6
---	---

Dollars Cents

- b. **Allowances:** If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the District. Allowance items shall only be used by Contractor with the District's prior written permission. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract ("**Terms and Conditions**") attached hereto.

Site. Contractor shall perform the Work at **Willow Elementary as reflected under Section 1.a.** The “**Project**” is the scope of Work performed at the Site.

3. **Contract Time & Liquidated Damages.** Work shall be completed **by June 30, 2025 or soon thereafter on a non-school day. ("Contract Time")**. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **\$100.00** per day for each and every calendar day of delay beyond

the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

4. **Bonds & Insurance.**

a. **Payment Bond & Performance Bond:**

☒ **IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW \$25K**

☐ **IS REQUIRED:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. The District reserves to waive this requirement in writing at its sole discretion and negotiate a deduction of the cost from the base proposal in the event the Contract Price is below \$25,000.

b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000 each incident, disease \$2,000,000 policy limit

DISTRICT MAY ADJUST THESE LIMITS, IN WRITING, AT THE DISTRICT'S SOLE DISCRETION BASED ON SIZE AND SCOPE OF THE CONTRACT.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

Project Oversight. The District representative for the Project is Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety. Cell# (310) 430-4681.

5. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in **Exhibit B**.
6. ☐ **This box will be checked if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief ("ESSER") programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements. Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions attached hereto as **Exhibit C**.
7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- | | |
|---|--|
| ☐ Proposal Form | ☐ Performance Bond |
| ☐ Notice to Proceed | ☐ Payment Bond |
| ☒ Terms and Conditions to Contract | ☒ Exhibit A (Scope of Work) |
| ☐ Non collusion Declaration | ☐ Plans |
| ☒ Certifications to be Completed by Contractor | ☐ Work Specifications |
| ☒ Criminal Background Investigation Certification | ☐ _____ [Other] |
| ☒ Insurance Certificates and Endorsements | ☐ Exhibit B (Infectious Disease Provisions) |
| | ☐ Exhibit C (Federal Procurement Provisions) |

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:

San Ysidro School District
4350 Otay Mesa Rd.,
San Ysidro, CA 92173
Attn: Dr. Jose Iniguez, Assistant Superintendent of Admin.
Leadership, School Support & Safety

Contractor:

Kone Inc.
9850 Business Park Ave
San Diego, CA 92131
Attn: Richard Sanchez
(619) 244-8960
Richard.sanchez@kone.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____

Dated: _____

SAN YSIDRO SCHOOL DISTRICT

KONE, INC.

Signature: _____

Signature: _____

Print Name: Marilyn Adrianzen

Print Name: _____

Print Title: Chief Business Official

Print Title: _____

DIR Registration # 1000016152

License# _____

Board approved/ratified: _____

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation
☐ Limited Liability Company
☐ Other: _____

**Employer Identification Number or
Social Security Number:**

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Contractor representative for onsite work:

Name:

Title:

Mobile:

Email:

TERMS AND CONDITIONS TO CONTRACT

- 1. NOTICE TO PROCEED:** Receipt of this contract signed by the District shall be the Notice to Proceed.
- 2. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 3. CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST:** Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.
- 4. EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
- 5. SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
- 6. TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor

pursuant to this Contract, whether or not such documents are final or draft documents.

- 7. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. CHANGE IN SCOPE OF WORK:

8.1. No Change Without Authorization: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. District Right to Request Changes: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. Proposed Change Order:

8.3.1. Submission / Time to Submit: Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. Content of Proposed Change Order: Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. Labor: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. Material: Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. Mark-Up for Overhead and Profit: Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

8.3.2.4.1. **Subcontractor-Performed**

Work: Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit.**

8.3.2.4.2. **Contractor-Performed Work:**

Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

8.3.3. **Contract Time:** Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

8.4. **Determination of Change Order Cost:** The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research.

8.5. **Contractor Obligation to Substantiate:** Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

8.6. **Waiver:** If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

9. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be

material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

13. **DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY:** No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

14. **FINGERPRINTING:** Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

15. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

16. **FAILURE TO PERFORM.** If the District at any time believes that the Contractor is behind schedule, is failing to construct the

Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

17. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

18. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

19. PERSONNEL: Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

20. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

21. ACCESS TO WORK: District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

23. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

24. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

25. OCCUPANCY: There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this

Contract, nor shall that occupancy extend the date specified for completion of the Work.

26. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

27. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

28. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9)

erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

29. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

30. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

31. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

32. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

33. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

34. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while

performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

36. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term "**Claim**" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere

formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to

respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

37. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any

contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

38. **PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

39. **AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s)

during Contractor's normal business hours, unless Contractor otherwise consents.

40. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

41. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

42. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

43. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

44. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

46. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☐ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☐ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☐ **Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☐ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("**New Hazardous Material**"), shall be furnished, installed, or incorporated in any way into the Project or in any tools,

devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

○ Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburges when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;

- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☐ **Imported Materials.** All soils, aggregate, or related materials (“**Fill**”) that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code (“**CEQA**”), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

☐ **Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, _____ [Your Name], _____ [Firm Name]
certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, “person” means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [Your Name], _____ [Firm Name]
certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name]
have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm (“**Firm**”): _____
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

- ☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.
-

☐ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Contractor: KONE Inc.

Signature: _____

Print Name: _____

Title: _____

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

☐ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ Title: _____

☐ **Unoccupied Site.** The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Contractor: **KONE Inc.**

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

The scope of work for the Project is as set forth in Section 1.a above

END OF EXHIBIT A

**EXHIBIT A
SCOPE OF WORK**



12/06/2024

SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA RD
SAN YSIDRO, California 92173-1685

ATTN: Patricia Caro

KONE Inc.

9850 Business Park Ave
San Diego, CA 92131
Tel: +16192448960
Fax: +17148391391

www.kone.us

richard.sanchez@kone.com

Re: WILLOW ELEMENTARY - disassemble jammed arm

Equip	Inventory Number	Address
20343820	WHEELCHAIR LIFT	226 WILLOW RD 92173-3008 San Ysidro

We propose to furnish and install the labor, materials, tools and supervision to perform the following work:

Description

KONE technician to disassemble jammed arm and order the replacement parts needed once identified to repair the Wheel Chair Lift located at WILLOW ELEMENTARY 226 Willow Rd San Ysidro, CA 92173-3008.
Total price for troubleshooting \$872.86.

Price

Our total price to perform the above-mentioned work amounts to: \$872.86, plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

PURCHASER ACCEPTANCE: The proposal is hereby signed and accepted on behalf of SAN YSIDRO SCHOOL DISTRICT

Respectfully submitted by,
KONE Inc.

(Purchaser Signature)

Richard Sanchez, Account Manager

Marilyn Adrianzen

(Print Name)

(Approved By) Authorized Representative

Chief Business Official

(Print Title)

Title

Date: 01 / 15 / 25

Date: ____ / ____ / ____



TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this proposal, based upon the transfer, use, ownership or possession of the equipment involved in the work provided herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this proposal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorneys' fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, Acts of God, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, liquidated or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards in effect at the time of execution of this proposal, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this proposal shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this proposal.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this proposal shall constitute the contract for the material and work specified in this proposal. Any changes to this proposal must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

EXHIBIT B
INFECTIOUS DISEASE PROVISIONS – Operational School Sites

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain (“**Infectious Disease**”). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor’s obligations hereunder shall include, without limitation providing personal protective equipment (“**PPE**”) to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).
2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor’s full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.
3. **Infectious Disease & Extra Work.**
 - 3.1. Contractor agrees that its Bid/Proposal, the Contract Price and the Contract Time are based on Contractor’s full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:
 - 3.1.1. It occurred after the date of the award of the Project to Contractor;
 - 3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and
 - 3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.
 - 3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.
4. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

5. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
6. Any cost to comply with these “Infectious Disease Compliance Provisions” shall be at Contractor’s sole expense and expense, but may be included in the Contract Price.
7. **Vaccination Status.**
 - 7.1. Contractor’s Applicable Workers will not be allowed to enter the District’s school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District’s school site, including, but not limited to the requirements set forth here:
 - 7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all of its employees who will be working in any capacity on operational District school sites have been either:
 - 7.2.1. Fully vaccinated for COVID-19 or
 - 7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.
 - 7.2.2.1. COVID-19 Testing: Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:
 - 7.2.2.1.1. Polymerase Chain Reaction (PCR)
 - 7.2.2.1.2. Antigen test
 - 7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.
 - 7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.
 - 7.4. Contractor’s responsibility for COVID-19 compliance and record keeping extends to all of its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

END OF EXHIBIT B

EXHIBIT C
FEDERAL CONTRACTING PROVISIONS

☒ **RESERVED – NOT APPLICABLE**

END OF EXHIBIT C

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

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

☐ Informational
☒ Action

AGENDA ITEM: CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR SUNSET GATE PROJECT

BACKGROUND INFORMATION:

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process, and contracts in excess of \$200K to be awarded via a formal competitive bid process.

The staff parking lot at Sunset Elementary School currently has a manual vehicular rolling gate. For safety and security purposes it is necessary to install an automatic gate opener with keypad for staff to access the parking lot. Additionally, one (1) service gate will be added for pedestrian access.

Staff is requesting approval of this proposal from South Bay Fence for installation of an automatic gate opener as recommended below for the staff parking lot at Sunset Elementary School.

RECOMMENDATION:

Approve the CUPCCAA agreement with South Bay Fence for the installation of an automatic gate opener with a keypad and one (1) service gate for access to the staff parking lot at Sunset Elementary School in the amount of \$26,885.00 from the Maintenance Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No ☐ N/A

Requisition #

\$26,885.00

(Amount)

Maintenance Fund (0100)

(Name of funding source and/or location)

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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$60,000
NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

South Bay Fence Inc., hereinafter called the **CONTRACTOR**
and the

San Ysidro School District, hereinafter called the **DISTRICT**.

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of:

Twenty six thousand eight hundred eighty five and 00/100 Dollars (\$ 26,885.00)
(MAY NOT EXCEED \$60,000), to be paid in full within thirty (30) days after completion and acceptance.

NOTE - Payment and Performance Bonds: For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. **LICENSE:** Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: _____ C-13.

3. **CONSTRUCTION PERIOD:** This contract shall commence on _____ January 1, 2025, with work to be completed within _____ () consecutive days and/or by June 30, 2025.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

NOTE - Order of Precedence: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

To install 1 each ½ horsepower CSW 24UL Gate Operator on existing 24ft Chain Link Gate Slide Gate. Dig and set 1 each 12"x12"x8" concrete pads to allow operators to sit including installing. Install 32ft of 6ft high chain link around chain for safety purposes including fabricate 1 each 4ftx6ft service gate. Install keypad, fire box and Tomar strobe light on existing gate post. See Attachment for additional information (Proposal)

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

The undersigned declares: I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____, at _____, California.

By: _____ Print Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.

_____ Surveillance of employees of the Contractor by school personnel.

_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. (last 4 digits or full CDL#) _____

XX In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

XX Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).

_____ Other, describe _____.

District Signature: _____, Title: Assistant Superintendent of Administrative Leadership, School Support & Safety

Date: _____ Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

X Work Specs/Scope of Work Statement

X Contractor Certification Form, Attachment A

X Certificates of Insurance

X Contractor DIR Registration Certification Form, Attachment B

X Workers' Compensation Insurance Certificate

X Terms and Conditions, Attachment C

X Non Collusion Affidavit

X Purchase Order No. _____

SUNSET ELEMENTARY
AUTOMATIC MAIN GATE PARKING LOT
CUPCCAA

NOTE - Taxpayer Identification: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY

_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Corporation
_____ Other

TAX IDENTIFICATION

Employer Identification Number

Social Security Number

License No: _____ **Classification:** _____ **Expiration Date:** _____

(District Use Only – Purchasing Dept:)
CSLB License & DIR Reg. verified by _____, Date _____)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract 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. 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.

Contract Execution

CONTRACTOR	
Date:	Accepted by - Print Name and Title Lea Marie Cruz
Company Name and Street Address: South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911	Signature
Phone: (619) 420-3410	Email:
DISTRICT	
Date:	District Representative – Print Name and Title Marilyn Adrianzen Chief Business Official
District Name and Street Address: San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Signature:
Phone: 619-428-4476 x 3004	Email: Marilyn.adrianzen@sysdschools.org

ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District 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.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for 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.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR	
Date:	Print Name and Title
Company Name	Signature

ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I _____(Name), _____(Title) certify that

Contractor Representative Print Name:	Title:
South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911	DIR Registration Number:
	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

Date: _____

ATTACHMENT C
TERMS AND CONDITIONS

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without

the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation 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.

ARTICLE 7. LABOR CODE COMPLIANCE: A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov/).

SUNSET ELEMENTARY
AUTOMATIC MAIN GATE PARKING LOT
CUPCCAA

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement 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 shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

SUNSET ELEMENTARY
AUTOMATIC MAIN GATE PARKING LOT
CUPCCAA

approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, 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 forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (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.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him 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 the Division of Labor Law

SUNSET ELEMENTARY
AUTOMATIC MAIN GATE PARKING LOT
CUPCCAA

Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor 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 forty (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.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, 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. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and 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 provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, 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 the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. 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. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building 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 remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The 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 by information about the site made available to proposers prior to the deadline for submitting proposals. (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 this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' 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 this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

SUNSET ELEMENTARY
AUTOMATIC MAIN GATE PARKING LOT
CUPCCAA

minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

meet and confer conference, the claimant may file a claim as provided in 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. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

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 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010) 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. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

SUNSET ELEMENTARY
AUTOMATIC MAIN GATE PARKING LOT
CUPCCAA

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. OCCUPANCY: District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
consisting of Articles 1 through 42**

SUNSET ELEMENTARY
AUTOMATIC MAIN GATE PARKING LOT
CUPCCAA

INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

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

☐ Informational
☒ Action

AGENDA ITEM: CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR OCEAN VIEW HILLS FENCE AND GATE PROJECT

BACKGROUND INFORMATION:

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process, and contracts in excess of \$200K to be awarded via a formal competitive bid process.

At the November 7, 2024 Board Meeting, the Board approved a proposal from South Bay Fence to install fences and gates behind the two (2) new relocatable buildings at Ocean View Hills School. Design changes to the project for improved safety measures have resulted in a cost increase of \$7,885.00. An updated proposal from South Bay Fence has been submitted for approval. The new contract total is \$23,780.00.

Staff is requesting approval of an amended and restated proposal with South Bay Fence for the installation of fences and gates behind the two (2) new relocatable buildings for the Ocean View Hills School project. This would make the original proposal (\$15,895.00) null and void to be replaced with this new CUPCCAA Agreement.

RECOMMENDATION:

Approve the CUPCCAA Agreement with South Bay Fence for the installation of fences and gates behind the two (2) new relocatable buildings for the Ocean View Hills Projects in the new amount of \$23,780.00 from the Developer Fees funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 2.3 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

☐ Renewal ☐ New ☒ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No ☐ N/A

\$23,780.00

(Amount)

Developer Fees Fund (2518)

(Name of funding source and/or location)

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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$60,000
NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

South Bay Fence Inc., hereinafter called the **CONTRACTOR**
and the

San Ysidro School District, hereinafter called the **DISTRICT**.

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of:
Twenty three thousand seven hundred eighty and 00/100 **Dollars (\$ 23,780.00)**
(MAY NOT EXCEED \$60,000), to be paid in full within thirty (30) days after completion and acceptance.

NOTE - Payment and Performance Bonds: For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. **LICENSE:** Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-13.

3. **CONSTRUCTION PERIOD:** This contract shall commence on January 1, 2025, with work to be completed within () consecutive days and/or by June 30, 2025.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

NOTE - Order of Precedence: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

Install 137ft of 6ft high 8 gauge heavy fused black bonded chain link including each 24ft x 6ft high double drive chain link gate and 1 each 4ft x 6ft high ADA compliance chain link gate with Mammoth self closing hinges and von Duprin stainless steel pacic bar and 12" kick plate. See Attachment for additional information (Proposal)

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

The undersigned declares: I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____, at _____, California.

By: _____ Print Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.

_____ Surveillance of employees of the Contractor by school personnel.

_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. (last 4 digits or full CDL#) _____

XX In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

XX Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).

_____ Other, describe _____.

District Signature: _____, Title: Assistant Superintendent of Administrative Leadership, School Support & Safety

Date: _____ Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

X Work Specs/Scope of Work Statement

X Contractor Certification Form, Attachment A

X Certificates of Insurance

X Contractor DIR Registration Certification Form, Attachment B

X Workers' Compensation Insurance Certificate

X Terms and Conditions, Attachment C

X Non Collusion Affidavit

X Purchase Order No. _____

OVHS – PORTABLES – 2 GROWTH PORTABLES-
PHASE 2 (FP) & SCIENCE CONV. U
CUPCCAA

NOTE - Taxpayer Identification: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY

_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Corporation
_____ Other

TAX IDENTIFICATION

Employer Identification Number

Social Security Number

License No: _____ **Classification:** _____ **Expiration Date:** _____

(District Use Only – Purchasing Dept:)
CSLB License & DIR Reg. verified by _____, Date _____)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract 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. 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.

Contract Execution

CONTRACTOR	
Date:	Accepted by - Print Name and Title Lea Marie Cruz
Company Name and Street Address: South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911	Signature
Phone: (619) 420-3410	Email:
DISTRICT	
Date:	District Representative – Print Name and Title Marilyn Adrianzen Chief Business Official
District Name and Street Address: San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Signature:
Phone: 619-428-4476 x 3004	Email: Marilyn.adrianzen@sysdschools.org

ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District 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.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for 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.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR	
Date:	Print Name and Title
Company Name	Signature

ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I _____(Name), _____(Title) certify that

Contractor Representative Print Name:	Title:
South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911	DIR Registration Number:
	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

Date: _____

ATTACHMENT C
TERMS AND CONDITIONS

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without

the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation 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.

ARTICLE 7. LABOR CODE COMPLIANCE: A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov/).

OVHS – PORTABLES – 2 GROWTH PORTABLES-
PHASE 2 (FP) & SCIENCE CONV. U
CUPCCAA

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement 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 shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, 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 forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (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.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him 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 the Division of Labor Law

OVHS – PORTABLES – 2 GROWTH PORTABLES-
PHASE 2 (FP) & SCIENCE CONV. U
CUPCCAA

Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor 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 forty (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.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, 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. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and 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 provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, 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 the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. 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. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building 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 remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The 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 by information about the site made available to proposers prior to the deadline for submitting proposals. (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 this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' 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 this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

meet and confer conference, the claimant may file a claim as provided in 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. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

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 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010) 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. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

OVHS – PORTABLES – 2 GROWTH PORTABLES-
PHASE 2 (FP) & SCIENCE CONV. U
CUPCCAA

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. OCCUPANCY: District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
consisting of Articles 1 through 42**

OVHS – PORTABLES – 2 GROWTH PORTABLES-
PHASE 2 (FP) & SCIENCE CONV. U
CUPCCAA

INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.

(Balance of page intentionally blank.)

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2025

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

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

☐ Informational
☒ Action

AGENDA ITEM: CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR WILLOW ELEMENTARY SCHOOL PROJECT

BACKGROUND INFORMATION:

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process, and contracts in excess of \$200K to be awarded via a formal competitive bid process.

In April 2024 bids were received for a security fence project at Willow Elementary School. a 12' security fence has been installed and there is a need for three (3) man gates to allow access for maintenance staff.

RECOMMENDATION:

Approve the CUPCCAA agreement with South Bay Fence for installation of three (3) man gates for the Willow Elementary School Security Project in the amount of \$8,745.00 from the General Obligation Bond Measure T Funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

☐ N/A

\$8,745.00

(Amount)

MEASURE T, G.O. BOND FUNDS (2139)

(Name of funding source and/or location)

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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$60,000
NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

_____ South Bay Fence Inc. _____, hereinafter called the **CONTRACTOR**
and the

_____ San Ysidro School District _____, hereinafter called the **DISTRICT**.

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of:
_____ Eight thousand seven hundred forty five and 00/100 _____ Dollars (\$ 8,745.00)
(MAY NOT EXCEED \$60,000), to be paid in full within thirty (30) days after completion and acceptance.

NOTE - Payment and Performance Bonds: For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. **LICENSE:** Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: _____ C-13 _____.

3. **CONSTRUCTION PERIOD:** This contract shall commence on _____ January 1, 2025 _____, with work to be completed within _____ () consecutive days and/or by June 30, 2025 _____.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

NOTE - Order of Precedence: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

*To fabricate and install 3 each 4ft x 8ft single swing gates including dig and set 3 each 2 7/8 SCH 40 gate post with concrete footings weld 2 3/8 SCH 40 over head and make up chain link at both ends. Twist overhead mini mesh chain link.
See Attachment for additional information (Proposal)*

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

The undersigned declares: I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____, at _____, California.

By: _____ Print Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).
_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)
_____ Installation of physical barrier at the work site to limit contact with pupils.
_____ Surveillance of employees of the Contractor by school personnel.
_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
Supervisor's Name: _____
Soc. Sec. No. (last 4 digits or full CDL#) _____
XX In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:
XX Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
_____ Other, describe _____.

District Signature: _____, Title: Asst. Superintendent of Administrative Leadership, School Support & Safety

Date: _____ Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

<u> X </u> Work Specs/Scope of Work Statement	<u> X </u> Contractor Certification Form, Attachment A
<u> X </u> Certificates of Insurance	<u> X </u> Contractor DIR Registration Certification Form, Attachment B
<u> X </u> Workers' Compensation Insurance Certificate	<u> X </u> Terms and Conditions, Attachment C
<u> X </u> Non Collusion Affidavit	<u> X </u> Purchase Order No. _____

WILLOW SECURITY FENCE
SAFETY AND SECURITY IMPROVEMENTS
CUPCCAA

NOTE - Taxpayer Identification: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY

_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Corporation
_____ Other

TAX IDENTIFICATION

Employer Identification Number

Social Security Number

License No: _____ **Classification:** _____ **Expiration Date:** _____

(District Use Only – Purchasing Dept:)
CSLB License & DIR Reg. verified by _____, Date _____)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract 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. 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.

Contract Execution

CONTRACTOR	
Date:	Accepted by - Print Name and Title Lea Marie Cruz
Company Name and Street Address: South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911	Signature
Phone: (619) 420-3410	Email:
DISTRICT	
Date:	District Representative – Print Name and Title Marilyn Adrianzen Chief Business Official
District Name and Street Address: San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Signature:
Phone: 619-428-4476 x 3004	Email: Marilyn.adrianzen@sysdschools.org

ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District 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.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for 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.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR	
Date:	Print Name and Title
Company Name	Signature

ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I _____(Name), _____(Title) certify that

Contractor Representative Print Name:	Title:
South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911	DIR Registration Number:
	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

Date: _____

ATTACHMENT C
TERMS AND CONDITIONS

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without

the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation 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.

ARTICLE 7. LABOR CODE COMPLIANCE: A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov/).

WILLOW SECURITY FENCE
SAFETY AND SECURITY IMPROVEMENTS
CUPCCAA

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement 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 shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

WILLOW SECURITY FENCE
SAFETY AND SECURITY IMPROVEMENTS
CUPCCAA

approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, 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 forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (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.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him 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 the Division of Labor Law

WILLOW SECURITY FENCE
SAFETY AND SECURITY IMPROVEMENTS
CUPCCAA

Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor 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 forty (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.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, 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. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and 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 provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, 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 the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. 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. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building 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 remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The 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 by information about the site made available to proposers prior to the deadline for submitting proposals. (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 this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' 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 this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

WILLOW SECURITY FENCE
SAFETY AND SECURITY IMPROVEMENTS
CUPCCAA

minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

meet and confer conference, the claimant may file a claim as provided in 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. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

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 the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010) 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. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

WILLOW SECURITY FENCE
SAFETY AND SECURITY IMPROVEMENTS
CUPCCAA

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. OCCUPANCY: District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
consisting of Articles 1 through 42**

WILLOW SECURITY FENCE
SAFETY AND SECURITY IMPROVEMENTS
CUPCCAA

INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.

(Balance of page intentionally blank.)