

SCHOOL INSPECTION AGREEMENT
Between
CSI: California School Inspections, LLC
And
AZUSA UNIFIED SCHOOL DISTRICT

This SCHOOL INSPECTION AGREEMENT is entered into this (the "Agreement") by and between **Azusa Unified School District**, (hereinafter "District"), and **CSI: California School Inspections, LLC**, a California company (hereinafter "CSI"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, CSI is specifically skilled, trained, experienced, and competent to render the Services (as defined below); and

WHEREAS, it is necessary and desirable that CSI be retained by the District for the purpose of performing the Services on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The "Agreement Period" begins **December 13th, 2023** (the "Effective Date") and will automatically expire on **December 31st, 2026** (the "Expiration Date").
2. **Services.** During the Agreement Period, CSI agrees to provide to District and District agrees to purchase the services below (the "Services").

Inspection Services.

- (i) CSI shall have an Inspector to conduct one (1) visual inspection of each school facility of District (each a "School Facility" and collectively, "School Facilities") for the limited purpose of completing the "FIT" developed by OPSC, provide CSI's opinion as to (A) whether each School Facility is in "good repair" as defined in the California Education Code ("CEC") Section 17002(d)(1); and (B) each School Facility "rating" pursuant to CEC Section 17002(d)(2) (the "Inspection").
- (ii) The Inspector shall take photographs of the conditions such Inspector determines, in his or her sole and absolute discretion, to be deficient.
- (iii) CSI shall provide an initial draft of the FIT to District for review. Subject to CSI's right to conduct an additional inspection of the School Facility, if the District completes and signs CSI's form of liability waiver and certifies that the School Facility conditions listed as deficient or extremely deficient on the FIT have been repaired and such conditions are now in "good repair" (as defined in the CEC), CSI may, at its sole and absolute discretion, update the rating set forth in the final draft of the FIT.
- (iv) Upon completion of the Inspection and District's approval of the final FIT, CSI shall deliver to District one (1) electronic copy of the FIT report for each school and all the photographs taken related to the FIT

3. **Payment of Fees.**

- a. **Fees.** For the Services provided pursuant to the terms of this Agreement, District agrees to pay CSI **\$21,000** (the "Fee") as indicated in the "Price Quote for Services."
- b. **Payment Plan.** The Fee is payable in three (3) annual installments, 1st installment (**\$7,000**) due upon delivery of Final FIT to district for 2024, and second installment (**\$7,000**) due upon delivery of Final FIT to District for 2025, and third installment (**\$7,000**) due upon delivery of Final FIT to district for 2026.
- c. **Travel; Lodging Expenses.** All travel and lodging expenses incurred by CSI in connection with the Services are included in the Fee.

4. **District Acknowledgement.** District hereby acknowledges and agrees to the following: (a) the FIT contains the minimum inspection criteria required by the CEC; (b) if an Inspector determines that a condition not expressly identified in the FIT constitutes a deficiency, the Inspector may note such deficiency on the FIT; (c) while some critical conditions are identified on the FIT as extreme deficiencies, the list under each section of the FIT is not exhaustive; (d) in the opinion of CSI, if a condition deficiency requires immediate attention and, if left unmitigated, could cause severe and immediate injury, illness or death of the occupants, an Inspector may record this deficiency as an extreme deficiency and generate a poor rating; (e) the FIT is designed to evaluate each School Facility within a reasonable range of facility conditions and it is possible that the Inspector may identify critical School Facility conditions that result in an overall school rating that does not reflect the urgency and severity of those deficiencies and/or does not match the ratings description on the FIT and in such instances, the Inspector may reduce the resulting school score by one (1) or more grade categories and describe the reasons for the reduction in the FIT; (f) the Inspector cannot be expected to discover all defective conditions of a School Facility and therefore the opinion of the Inspector or CSI may not accordingly reflect the actual condition of the School Facility or School Facilities; (g) the Inspector and the Inspection are limited by the terms and conditions of this Agreement and the fact that the Inspection is a visual inspection only; (h) neither CSI nor the Inspector shall conduct any repairs or contract to repair any deficient items reported on the FIT; (i) the Services provided herein do not include assistance relating to the California Office of Public School Construction's Deferred Maintenance Program or School Facility Program; (j) CSI is not a building, engineering, plumbing, roofing, electrical, fire protection, flooring or warm air heating, ventilation or air conditioning contractor; and (k) the Inspection Services provided hereunder are for the limited purpose of conducting a visual inspection of the School Facility to complete the FIT and provide an opinion of the rating of the School Facility in order to compile such information into the SARC for District.
5. **Waiver.** District hereby voluntarily waives, releases and forever discharges, and has no right to make a claim or file a lawsuit against CSI or any persons associated with CSI for any injuries (including death or damage to property) resulting from CSI's performance of its obligations under this Agreement, including, without limitation, the Inspection and completion of the FIT, unless and only to the extent that such damage is caused by the willful misconduct of CSI.
6. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services, is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
7. **Exhibits.** All exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a Party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, District and CSI have made and executed this Agreement as set forth below

CSI:

California School Inspections , LLC

Signature: Joey C. Luis
Date Signed: 11/10/2023

Print Name: Joseph Conrad Luis
Title: General Manager
Address: 5355 Brentford Way
El Dorado Hills, CA 95762
Phone: 916.960.7270
Email: josephconradluis@gmail.com

DISTRICT:

AZUSA UNIFIED SCHOOL DISTRICT

Signature: _____
Date Signed: _____

Print Name: Latasha D. Jamal
Title: Assistant Superintendent Business Services
Address: 546 S. Citrus Ave.
Azusa, CA 91702
Phone: 626.858.6162
Fax: 626.858.6123
Email: ljamal@azusa.org

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent CSI.** CSI's services purchased by Customer and described in the Agreement (the "Services") detail the initial scope of services anticipated by CSI as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If CSI determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, CSI reserves the right to increase the Fee to compensate for the unanticipated or additional services. This Agreement is not for lobbying services and CSI is not being retained to provide lobbying services to District. The parties agree that California School Inspections is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment.** For purposes of the Agreement, the Fee and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by CSI as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives CSI's invoice.
3. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the Agreement Period. The effective date of termination shall be the expiration of such Agreement Period. Upon termination, CSI will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of CSI's invoice. If District terminates this Agreement, it shall not be entitled to any reimbursement of the Fee. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by CSI for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that CSI's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that CSI's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. CSI has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assistances.** Upon request of the other party, CSI or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** CSI may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. CSI performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. CSI, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code Sections 49073 et seq. at all times.
9. **Confidential and Proprietary Materials of CSI.** During performance of the Agreement, CSI may provide materials or disclose information to District that CSI considers proprietary or confidential including, but not limited to CSI's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("CSI's Materials"). District agrees that District acquires no interest of any kind in CSI's Materials. At all times during and after the Agreement Period, District agrees (a) to keep CSI's Materials in confidence and trust for CSI; (b) not to disclose, duplicate or otherwise use CSI's Materials, except in furtherance of CSI's performance per the Agreement; (c) to limit access to CSI's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of CSI's Materials to CSI after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall CSI's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by CSI under this Agreement. CSI shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless CSI and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to CSI's performance of the Services, unless it is finally determined to have arisen solely from CSI's gross negligence or willful misconduct. CSI shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to CSI's performance of the Services if it is finally determined to have arisen solely from CSI's gross negligence or willful misconduct.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. CSI shall have the full power and authority to interpret, construe and administer the Agreement and CSI's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B - DISTRICT SCHOOLS TO BE INSPECTED

Azusa HS	240 North Cerritos Avenue	Azusa
Sierra HS /Adult Ed. Center	1040 East Gladstone Street	Azusa
Gladstone Middle School	1340 North Enid	Covina
Charles H. Lee Elementary	550 North Cerritos Avenue	Azusa
Clifford D. Murray Elementary	505 East Renwick Road	Azusa
Henry Dalton Elementary	500 East 10 Street	Azusa
Longfellow	245 West 10 Street	Azusa
Magnolia Elementary	945 East Nearfield	Azusa
Paramount Elementary	409 West Paramount Street	Azusa
Valleydale Elementary	700 South Lark Ellen	Azusa
Victor F. Hodge Elementary	700 West Eleventh Street	Azusa