

San Ysidro School District Governing Board

AGENDA

Monday
January 23, 2023
5:00 p.m.

WELCOME

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

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

GENERAL ADMINISTRATION

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

ORGANIZATIONAL MEETING OF THE GOVERNING BOARD
MONDAY, DECEMBER 12, 2022
5:00 p.m.

Pursuant to Government Code Section 54954 and 54954.2 and Education Code Section 35143, the Organizational Meeting of the Governing Board was held on Monday, December 12, 2022, at 5:00 p.m. to conduct its business meeting at the **San Ysidro Middle School - Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173**. Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Rudy Lopez Time: 5:10 p.m.

2. FLAG SALUTE by Manuel Bojorquez, Principal

3. ADMINISTRATION OF OATH OF OFFICE:

Rudy Lopez - Administered by Dr. Shirley Weber, California Secretary of State, and Dr. Gina Potter, Superintendent

Irene Lopez - *Absent*

Zenaida Rosario - Administered by Dr. Shirley Weber, California Secretary of State, and Dr. Gina Potter, Superintendent

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

Board Members Present:

Mr. Rudy Lopez, Board President

Mrs. Rosaleah Pallasigue, Board Vice-President

Mrs. Irene Lopez, Board Clerk - *Absent due to illness*

Mr. Antonio Martinez, Board Member

Mrs. Zenaida Rosario, Board Member

5. PUBLIC COMMENT/COMMUNICATIONS ON BOARD ORGANIZATION

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name.**

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

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

There were no public comments.

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

6. ANNUAL BOARD ORGANIZATION -

A. The Board elected Rosaleah Pallasigue, Board President.

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

B. The Board elected Irene Lopez, Board Vice President.

Motion: Martinez Second: Rosario Vote: 4-0

C. The Board elected Zenaida Rosario, Board Clerk.

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

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

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

7. RECOGNITION OF FORMER BOARD PRESIDENT - The Board recognized Rudy Lopez.

8. AGENDA

The Board approved the agenda for the meeting with the following correction:

- 1) Pulled Closed Session Agenda Item 16.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION.

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

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)

9.1 Vista Del Mar Middle School Boys & Girls Cross Country Teams

- **Coach:** Vista Del Mar Teacher/Coach Nikole Scarlett
- **Boys Track & Field Team:** Andrew Apatiga, Sebastian Alvarez, Damian Barnes, Christian Castro, Justice Dominguez, Luis Espinoza, Joshua Jiles, Dario Licon, Ezekiel Rodriguez, Jordan Taylor, Dylan Uribe, Ali Yusuf, Brian Iverson, Isaac Bankhead, Vincent Canapi, Andre Figueroa, Aleksander Gonzalez, Esteban Hernandez, Jaime Licon, Julian Martinez and Luis Palacios
- **Girls Track & Field Team:** Camila Bravo, Sofia Frias, Anahi Gonzalez, Angelina Lopez, Elena Martinez, Nathalia Mendoza, Gianni Meza, Sofia Millan, Amaiha Millard, Daniella Picos, Abril Ponce, Aneesah Roberts, Nevaeh Thammakhotvongxay, Itzel Tirado, Nathalia Vallarde, Eva Quinonez, Kamilah Cone, Christina Gonzalez and Isabella Larson

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name.**

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

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

There were no public comments.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member R. Lopez, Commented: 1) Thanked the community for their trust in reelecting him. 2) Wished everyone "Happy Holidays."

Board Member Martinez, Commented: 1) Wished everyone a "Happy Holiday Season and to stay safe." 2) Would like presentations regarding safety protocols for the school district and the Long Range Master Facilities Plan. 3) Thanked Principal Bojorquez for his leadership and for hosting the meeting. 4) It's his tenth year anniversary on the board.

Board Clerk Rosario, Commented: 1) It's an honor to serve as a board member. 2) We are here for the students and community and value the leadership, teachers, support staff and parents. 3) We can make this a model community. 4) Our students are the greatest gift we have. 5) Attended the CSBA Annual Education Conference and the overwhelming theme was equity. As Dr. Weber said, "we need to be advocates for our students. All students should have the opportunity for the best academic experience." 6) Would like a presentation on the master plan for our programs, especially dual language and bilingual programs. 7) She will always be a teacher at heart. 8) Thanked Dr. Potter for her leadership. 9) Wished everyone "Happy Holidays and to stay safe and healthy."

Board President Pallasigue, Commented: 1) She is grateful to serve on this board. We want to be fair and equitable to one another. 2) She is grateful to Principal Bojorquez and all the principals. 3) She would like a presentation on how we are using our bond funds and projects. 4) Thanked Dr. Iniguez and Mr. Little for joining our team.

Superintendent Potter, Commented: 1) Thanked the San Ysidro Middle School team for hosting the board meeting. 2) The San Ysidro Women's Club held an amazing Teddy Bear event. They distributed one-thousand teddy bears and blankets. Thanked everyone that helped. 3) Wished everyone a joyous holiday season.

12. CONFERENCE SESSION

Reports/Presentations

12.1 2022-2023 First Interim Financial Report - Chief Business Official, Marilyn Adrianzen

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of November 10, 2022.

Motion: Martinez Second: Rosario Vote: 4-0

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

The Board approved the regular Governing Board meetings from January through December 2023 at 5:00 p.m., at the District Office and at each school at least once a year.

Motion: Pallasigue Second: Martinez Vote: 4-0

13.3 RESOLUTION NO. 22/23-0031 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361 (Potter)

The Board approved Resolution No. 22/23-0031 - Continuing Governing Board Authority to hold Virtual

Meetings Pursuant to AB 361.

Motion: Martinez Second: Rosario Vote: 4-0

13.4 2023 CSBA DELEGATE ASSEMBLY NOMINATIONS (Potter)

The Board nominated, in accordance with CSBA Bylaws, the following Board members in Region 17 as candidates for election to the CSBA Delegate Assembly 2023-2025: Kate Bishop (Chula Vista ESD), Andrew Hayes (Lakeside Union SD), Melissa Krogh (Warner USD), Dawn Perfect (Ramona USD), Barbara Ryan (Santee SD) and Katrina Young (San Dieguito Union HSD).

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

13.5 RESOLUTION NO. 22/23-0029 ANNUAL & FIVE YEAR REPORTABLE FEES REPORT (Adrianzen)

The Board approved Resolution No. 22/23-0029 for the 2021-22 Annual & Five Year Reportable Fees Report in compliance with Government Code Sections 66006 and 66001. *California Financial Services KeyAnalytics representatives were available to answer questions.*

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

13.6 FIRST INTERIM FINANCIAL REPORT 2022-23 (Adrianzen)

The Board approved the 2022-23 First Interim Financial Report.

Motion: Martinez Second: Rosario Vote: 4-0

13.7 RESOLUTION NO. 22/23-0032 DESIGNATING STAFF TO SIGN 2023-2024 CONTRACT DOCUMENTS AND CONTINUED FUNDING APPLICATION FOR THE PRESCHOOL AND CHILD DEVELOPMENT PROGRAM (Potter/Reed)

The Board adopted Resolution No. 22/23-0032.

Motion: Pallasigue Second: Martinez Vote: 4-0

13.8 RESOLUTION NO. 22/23-0033 DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2022-23 (Adrianzen)

The Board adopted Resolution No. 22/23-0033 Designating authorized agents to sign checks and school orders for fiscal year 2022-23 and to approve the Purchase Card Account limit from \$20,000 to \$40,000 to conduct District payment obligations.

Motion: Pallasigue Second: Rosario Vote: 4-0

14. CONSENT CALENDAR

The Board approved the Consent Calendar.

Motion: Pallasigue Second: Martinez Vote: 4-0

14A. PERSONNEL – CLASSIFIED

RECRUITMENT (Olea)

The Board approved/ratified to establish recruitment for the following as recommended by staff:

14A.1 Instructional Health Care Assistants

RESIGNATION (Olea)

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

14A.2 Administrative Clerk I

14A.3 Campus Aide**EMPLOYMENT (Olea)**

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

14A.4 Substitute Custodian - Ernesto Pichardo, All Sites**14A.5 THE BOARD APPROVED THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE OUT OF CLASS WORK PERFORMED BY EMPLOYEE #143839 (Olea)****14A.6 THE BOARD APPROVED THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE TRANSPORTATION PLAN UNDER CALIFORNIA EDUCATION CODE 39800.1 (Olea)****14A.7 THE BOARD APPROVED THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE SUPPLEMENTAL RETIREMENT PLAN (SRP) (Olea)****14B. PERSONNEL – CERTIFICATED****RESIGNATION (Olea)**

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

14B.1 Temporary Intervention Support Teacher**EMPLOYMENT (Olea)**

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

14B.2 Resource Specialist – Marcos Mendoza, La Mirada**14B.3 Substitute Permit Teachers**

- a. Almadelia Meza, Child Development Center
- b. Irene Ramirez-Leal, Child Development Center
- c. Ana Sepulveda-Nunez, Child Development Center

14C. CURRICULUM & INSTRUCTION**14C.1 LICENSE SUBSCRIPTION WITH RENAISSANCE LEARNING, INC. FOR THE FRECKLE MATH PROGRAM (Potter/Ramos)**

The Board approved the license subscription from Renaissance Learning, Inc. for the Freckle Math Student program for Smythe Elementary at the total cost of \$8,100.00 from the ESSER III Funds.

14C.2 EXTENDED TERM OF THE LICENSE AGREEMENT WITH FLASHLIGHT LEARNING, LLC. (Potter/Ramos)

The Board approved the extended term of the license agreement with Flashlight Learning, LLC for the Flashlight360 Program at no additional cost to the District.

14C.3 EDUCATIONAL FIELD TRIP TO THE SDCOE'S LINDA VISTA INNOVATION CENTER (Potter/Ramos)

The Board approved the educational field trips to the SDCOE's Linda Vista Innovation Center for sixth grade students from Vista Del Mar Middle at the total cost of \$6,000.00 for transportation fees from Supplemental & Concentration Fund.

14C.4 PROFESSIONAL DEVELOPMENTS (Potter/Ramos)

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

14D. BUSINESS

14D.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period November 1, 2022 through November 30, 2022. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

14D.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of November 1, 2022 through November 30, 2022 for a total expenditure of \$1,802,924.80. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

14D.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$17,114.41 to help support and enrich our educational programs.

14D.4 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)

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

14D.5 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT – AMENDMENT 01 (Potter/Ramos/Reed)

The Board approved Amendment 01 to the California State Department of Education Contract No. CSPP-2455 for the Preschool & Child Development Programs for fiscal year 2022-2023.

14D.6 CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2023-2024 (Potter/Ramos/Reed)

The Board approved application for continued funding for the District's State Preschool and Child Development Programs for fiscal year 2023-2024.

14D.7 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH AYA HEALTHCARE, INC. FOR 2022-2023 SCHOOL YEAR (Potter/Ramos/Madera)

The Board approved the San Diego County Nonpublic Master Contract with Aya Healthcare, Inc. for the 2022-2023 school year. Cost implications will be paid from the Special Education Fund.

14D.8 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH STEIN EDUCATION CENTER FOR 2022-2023 SCHOOL YEAR (AMENDMENT) (Potter/Ramos/Madera)

The Board approved/ratified the Amendment to the San Diego County Nonpublic Master Contract with Stein Education Center for the 2022-2023 school year to include the additional services and correction on related services costs to Appendix A (Individual Service Agreement) at an amended total of \$185,366.52 from the Special Education fund.

14D.9 LICENSE AGREEMENT WITH IMAGINE LEARNING FOR THE IMAGINE MATH FACTS SOFTWARE FOR ALL SCHOOLS (Potter/Ramos)

The Board approved the license agreement with Imagine Learning for the renewal of the Imagine Math Facts Software for all schools at the total cost of \$35,000.00 from the Learning Recovery Emergency

Block Grant.

14D.10 CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) AGREEMENT WITH KYA SERVICES LLC FOR CLASSROOM FLOOR REPAIRS AT SAN YSIDRO MIDDLE SCHOOL (Adrianzen/Iniguez)

The Board approved the California Multiple Award Schedules (CMAS) agreement with KYA Services LLC to provide services and materials to repair flooring and replace carpeting at the San Ysidro Middle School at an estimated cost of \$41,645.45 to be paid with Refunding Certificates of Participation and/or the State Schools Facilities Program Modernization Reimbursement funds.

14D.11 CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) AGREEMENT WITH KYA SERVICES LLC FOR REPAIRS AT THE SAN YSIDRO MIDDLE SCHOOL LOCKER ROOMS (Adrianzen/Iniguez)

The Board approved the California Multiple Award Schedules (CMAS) agreement with KYA Services LLC to provide materials and services for epoxy repairs at the San Ysidro Middle School locker rooms at an estimated cost of \$209,567.36 from the Refunding Certificates of Participation and/or the State Schools Facilities Program Modernization Reimbursement funds.

14D.12 AMENDMENT NO. 2 TO THE RGC GENERAL ENGINEERING INC. AGREEMENT (Adrianzen/Iniguez)

The Board approved/ratified Amendment No. 2 to the RGC General Engineering Inc. agreement to extend the term of the agreement for the playground modifications at the Vista Del Mar Middle School.

14D.13 MEMBERSHIP TO THE CALIFORNIA ASSOCIATION OF LATINO SUPERINTENDENTS AND ADMINISTRATORS (CALSA) FOR 2022-202 (Adrianzen)

The Board approved the Membership for Cabinet to the California Association of Latino Superintendents and Administrators (CALSA) for 2022-2023 at an approximate cost of \$1,400.00 from the General fund.

14D.14 MEMBERSHIP TO THE CALIFORNIA LATINO SCHOOL BOARDS ASSOCIATION (CLSBA) 2022-2023 (Adrianzen)

The Board approved the Membership for the Superintendent & Board Members to the California Latino School Boards Association (CLSBA) for 2022-2023 at an approximate cost of \$400.00 from the General fund.

14D.15 MEMBERSHIP TO THE CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION (CABE) 2022-2023 (Adrianzen)

The Board approved the Membership for the Superintendent & Board Members to the California Association for Bilingual Education (CABE) for 2022-2023 at an approximate cost of \$190.00 from the General fund.

14D.16 AGREEMENT WITH PRESTIGE WINDOW SOLUTIONS (Adrianzen/Iniguez)

The Board approved the agreement with Prestige Window Solutions to provide labor and materials for the installation of window privacy film at La Mirada, Smythe, and the Child Development Center for an estimated cost of \$31,213.34 from the General Obligation Bond funds.

14D.17 AGREEMENT WITH NINYO & MOORE CONSULTANTS FOR AN EVALUATION OF GEOLOGICAL STABILITY OF VARIOUS BUILDINGS AT SAN YSIDRO MIDDLE SCHOOL

(Adrianzen/Iniguez)

The Board approved the agreement with Ninyo & Moore Geotechnical and Environmental Sciences Consultants for an estimated cost of \$22,300.00 to be paid with General Obligation Bond funds.

14D.18 DISPOSAL OF OBSOLETE DOCUMENTS BEYOND LEGAL RETENTION PERIOD - BUSINESS SERVICES (Adrianzen)

The Board approved the disposal and destruction of documents that have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations.

15. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

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

Closed Session Items Only. (Closed Session Items may be continued to the end of the meeting if necessary.)

There were no public comments.

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

16. GOVERNING BOARD – RECESSED to CLOSED SESSION at 6:27 p.m. in accordance with section 54954.5 regarding:

16.1 GOVERNMENT CODE SECTION 54957.6 (Olea)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Linda Olea, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

16.2 GOVERNMENT CODE SECTION 54957 (Olea)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

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

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

No. of cases: 3

16.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter/Madera) - *PULLED*

Pursuant to Government Code Section 54956.9(d)(1)

Name of Case: Student v. San Ysidro School District

OAH Case No. 202210032

16.5 RESOLUTION BETWEEN STUDENT VS SAN YSIDRO SCHOOL DISTRICT (Potter/Madera)

Pursuant to Government Code Section 54956.9(d)(1)

RECONVENED into OPEN SESSION at 7:44 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 voted unanimously on agenda item 16.5 to approve the compromise and release agreement with a student. The motion was made by Board Member Antonio Martinez, seconded by Board President Rosaleah Pallasigue with a 4-0 vote.

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

17. ADJOURNMENT Time: 7:45 p.m.

Respectfully Submitted,

December 12, 2022

9

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

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

BOARD MEETING DATE: January

FROM:
Administration
Gina A. Potter, Ed.D., Superintendent

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0035 - CONTINUING GOVERNING BOARD
AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361

BACKGROUND INFORMATION:

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

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

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

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

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

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

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

AB 361 was set to expire on January 1, 2024, however Governor Newsom recently announced he will end the state of emergency on February 28, 2023.

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

October 21, 2021 - Resolution No. 21/22-0017	November 18, 2021 - Resolution 21/22-0018	December 10, 2021 - Resolution No. 21/22-0021	January 27, 2022 - Regular Board Meeting - Resolution No. 2/22-0022	February 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0024	March 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0026
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April 14, 2022 - Regular Board Meeting - Resolution No. 21/22-0030	May 19, 2022 - Regular Board Meeting - Resolution No. 21/22-0037	June 9, 2022 - Regular Board Meeting - Resolution No. 21/22-0039	July 14, 2022 - Regular Board Meeting - Resolution No. 22/23-0014	August 11, 2022 - Regular Board Meeting - Resolution No. 22/23-0015	September 8, 2022 - Regular Board Meeting - Resolution No. 22/23-0017
October 20, 2022 - Regular Board Meeting - Resolution No. 22/23-0021	November 10, 2022 - Regular Board Meeting - Resolution No. 22/23-0028	December 12, 2022 - Organizational Meeting - Resolution No. 23/23-0031			

Resolution No. 22/23-0035 extends and continues giving the Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361 as it is required to be board approved on a monthly basis.

RECOMMENDATION:

Approve Resolution No. 22/23-0035 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361. AB 361 was set to expire on January 1, 2024, however Governor Newsom announced he will end the state of emergency on February 28, 2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

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

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD**

RESOLUTION NO. 22/23-0035

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

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

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

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

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

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

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

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

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

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

RESOLUTION NO. 22/23-0035

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

PASSED AND ADOPTED by the following vote of the Governing Board of the San Ysidro School District, County of San Diego, State of California on January 23, 2023.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

Board President, Rosaleah Pallasigue

Board Vice-President, Irene Lopez

Board Clerk, Zenaida Rosario

Board Member, Rudy Lopez

Board Member, Antonio Martinez

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0034 DESIGNATING AUTHORIZED AGENTS TO
THE SOUTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND JPA

BACKGROUND INFORMATION:

On May 19, 2022, the Governing Board approved Resolution 22/23-0008 Designating authorized agents to the Southern California Regional Liability Excess Fund (ReLieEF) JPA.

Resolution 22/23-0034 will replace Resolution 22/23-0008 to include the Assistant Superintendent of Administrative Leadership, School Support & Safety as an authorized representative to attend the SCR JPA's meetings in order to remain informed of important insurance changes that may impact the District. Traveling outside of the County of San Diego may be necessary.

RECOMMENDATION:

Approve/Adopt Resolutions No. 22/23-0034 designating authorized agents to the Southern California Regional Liability Excess Fund (ReLieEF) JPA for fiscal year 2022-2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

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

☐ Yes ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 22/23-0034**

**RESOLUTION OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT
DESIGNATING AUTHORIZED AGENTS TO THE SOUTHERN CALIFORNIA
REGIONAL LIABILITY EXCESS FUND (ReLiEF) JOINT POWERS AUTHORITY (JPA)**

ON MOTION of Member _____, seconded by Member _____, the following resolution is adopted: Effective January 10, 2023.

WHEREAS, school districts have determined there is a need for affordable Property and Liability coverages by combining their respective efforts to establish, operate and maintain a Joint Power Agency for Property and Liability coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

WHEREAS, an Authorized Agents be appointed to execute appropriate documents on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the San Ysidro School District declares continued membership in the Southern California ReLiEF Joint Powers Authority and appoints Marilyn Adrianzen, Chief Business Official (primary representative) and Gina Potter, Ed.D. (alternate) as duly authorized agents to execute appropriate documents on behalf of San Ysidro School District.

In addition, Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety is an authorized designee to attend SCR related meetings. Traveling outside of the County of San Diego may be necessary to attend meetings.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District this 23rd day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Zenaida Rosario, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: APPROVE REVISED CONFIDENTIAL SALARY SCHEDULE FOR THE
2022-2023

BACKGROUND INFORMATION:

The San Ysidro School District recommends approval/ratification of the revised Confidential Salary Schedule to reflect all active confidential positions and to include 30 year longevity for parity of other salary schedules. The position of Business Services Technician is not currently listed on the salary schedule and needs to be added. In addition, the 30 year longevity stipend needs to be added for parity with the classified salary schedules.

RECOMMENDATION:

Approve/Ratify the revised Confidential Salary Schedule for the 2022-2023 School Year to reflect all active confidential positions and to include 30 year longevity for parity of other salary schedules.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☐ Yes ☐ No

Requisition #

TBD

(Amount)

(Name of funding source and/or location)

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

San Ysidro School District
Confidential/Executive Schedule - Annual
Salary Administration Plan 010

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	\$ 38,409.95	\$ 40,008.92	\$ 42,010.53	\$ 43,858.41	\$ 45,978.15
2	\$ 40,008.92	\$ 42,010.53	\$ 43,858.41	\$ 45,978.15	\$ 47,999.24
3	\$ 42,010.53	\$ 43,858.41	\$ 45,978.15	\$ 47,999.24	\$ 50,211.90
4	\$ 43,858.41	\$ 45,978.15	\$ 47,999.24	\$ 50,211.90	\$ 52,715.88
5	\$ 45,978.15	\$ 47,999.24	\$ 50,211.90	\$ 52,715.88	\$ 55,027.18
6	\$ 47,999.24	\$ 50,211.90	\$ 52,715.88	\$ 55,027.18	\$ 57,820.23
7	\$ 50,211.90	\$ 52,715.88	\$ 55,027.18	\$ 57,820.23	\$ 60,303.60
8	\$ 52,715.88	\$ 55,027.18	\$ 57,820.23	\$ 60,303.60	\$ 63,307.71
9	\$ 55,027.18	\$ 57,820.23	\$ 60,303.60	\$ 63,307.71	\$ 66,348.52
10	\$ 57,820.23	\$ 60,303.60	\$ 63,307.71	\$ 66,348.52	\$ 69,257.43
11	\$ 60,303.60	\$ 63,307.71	\$ 66,348.52	\$ 69,257.43	\$ 72,549.45
12	\$ 63,307.71	\$ 66,348.52	\$ 69,257.43	\$ 72,549.45	\$ 75,956.17
13	\$ 66,348.52	\$ 69,257.43	\$ 72,549.45	\$ 75,956.17	\$ 79,479.89
14	\$ 69,257.43	\$ 72,549.45	\$ 75,956.17	\$ 79,479.89	\$ 83,290.37
15	\$ 72,549.45	\$ 75,956.17	\$ 79,479.89	\$ 83,290.37	\$ 87,161.66
16	\$ 75,956.17	\$ 79,479.89	\$ 83,290.37	\$ 87,161.66	\$ 91,224.48
17	\$ 79,755.19	\$ 83,742.32	\$ 87,930.17	\$ 92,325.65	\$ 96,942.51

Grade 1 Base Pay

Grade 2 15 Community College job related units towards an A.A. and/or accredited college degree

Grade 3 20 Community College job related units towards an A.A. and/or accredited college degree

Grade 4 45 Community College job related units towards an A.A. and/or accredited college degree

Grade 5 A.A. degree and/or an accredited college degree

3.6% Longevity 15 Years of District Service

3.6% Longevity 20 Years of District Service

3.6% Longevity 25 Years of District Service

3.6% Longevity 30 Years of District Service

Job Classification	Steps
Senior Executive Secretary to the Superintendent	~~14-17~~ 13-17
Business Services Technician	12 - 16
Executive Secretary II	12 - 16
Personnel Technician	10 - 14
Administrative Confidential Secretary	9 - 13

Effective: 07/01/2022

3% increase from 2020-2021

Board approved:

San Ysidro School District
Confidential/Executive Schedule - Monthly
Salary Administration Plan 010

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	\$ 3,200.83	\$ 3,334.08	\$ 3,500.88	\$ 3,654.87	\$ 3,831.51
2	\$ 3,334.08	\$ 3,500.88	\$ 3,654.87	\$ 3,831.51	\$ 3,999.94
3	\$ 3,500.88	\$ 3,654.87	\$ 3,831.51	\$ 3,999.94	\$ 4,184.33
4	\$ 3,654.87	\$ 3,831.51	\$ 3,999.94	\$ 4,184.33	\$ 4,392.99
5	\$ 3,831.51	\$ 3,999.94	\$ 4,184.33	\$ 4,392.99	\$ 4,585.60
6	\$ 3,999.94	\$ 4,184.33	\$ 4,392.99	\$ 4,585.60	\$ 4,818.35
7	\$ 4,184.33	\$ 4,392.99	\$ 4,585.60	\$ 4,818.35	\$ 5,025.30
8	\$ 4,392.99	\$ 4,585.60	\$ 4,818.35	\$ 5,025.30	\$ 5,275.64
9	\$ 4,585.60	\$ 4,818.35	\$ 5,025.30	\$ 5,275.64	\$ 5,529.04
10	\$ 4,818.35	\$ 5,025.30	\$ 5,275.64	\$ 5,529.04	\$ 5,771.45
11	\$ 5,025.30	\$ 5,275.64	\$ 5,529.04	\$ 5,771.45	\$ 6,045.79
12	\$ 5,275.64	\$ 5,529.04	\$ 5,771.45	\$ 6,045.79	\$ 6,329.68
13	\$ 5,529.04	\$ 5,771.45	\$ 6,045.79	\$ 6,329.68	\$ 6,623.32
14	\$ 5,771.45	\$ 6,045.79	\$ 6,329.68	\$ 6,623.32	\$ 6,940.86
15	\$ 6,045.79	\$ 6,329.68	\$ 6,623.32	\$ 6,940.86	\$ 7,263.47
16	\$ 6,329.68	\$ 6,623.32	\$ 6,940.86	\$ 7,263.47	\$ 7,602.04
17	\$ 6,646.27	\$ 6,978.53	\$ 7,327.51	\$ 7,693.80	\$ 8,078.54

Grade 1 Base Pay

Grade 2 15 Community College job related units towards an A.A. and/or accredited college degree

Grade 3 20 Community College job related units towards an A.A. and/or accredited college degree

Grade 4 45 Community College job related units towards an A.A. and/or accredited college degree

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Job Classification	Steps
Senior Executive Secretary to the Superintendent	~~14-17~~ 13-17
Business Services Technician	12 - 16
Executive Secretary II	12 - 16
Personnel Technician	10 - 14
Administrative Confidential Secretary	9 - 13

Effective: 07/01/2022

3% increase from 2020-2021

Board approved:

**San Ysidro School District
Confidential/Executive Schedule - Hourly
Salary Administration Plan 010**

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	\$ 18.47	\$ 19.24	\$ 20.20	\$ 21.09	\$ 22.10
2	\$ 19.24	\$ 20.20	\$ 21.09	\$ 22.10	\$ 23.08
3	\$ 20.20	\$ 21.09	\$ 22.10	\$ 23.08	\$ 24.14
4	\$ 21.09	\$ 22.10	\$ 23.08	\$ 24.14	\$ 25.34
5	\$ 22.10	\$ 23.08	\$ 24.14	\$ 25.34	\$ 26.46
6	\$ 23.08	\$ 24.14	\$ 25.34	\$ 26.46	\$ 27.80
7	\$ 24.14	\$ 25.34	\$ 26.46	\$ 27.80	\$ 28.99
8	\$ 25.34	\$ 26.46	\$ 27.80	\$ 28.99	\$ 30.44
9	\$ 26.46	\$ 27.80	\$ 28.99	\$ 30.44	\$ 31.90
10	\$ 27.80	\$ 28.99	\$ 30.44	\$ 31.90	\$ 33.30
11	\$ 28.99	\$ 30.44	\$ 31.90	\$ 33.30	\$ 34.88
12	\$ 30.44	\$ 31.90	\$ 33.30	\$ 34.88	\$ 36.52
13	\$ 31.90	\$ 33.30	\$ 34.88	\$ 36.52	\$ 38.21
14	\$ 33.30	\$ 34.88	\$ 36.52	\$ 38.21	\$ 40.04
15	\$ 34.88	\$ 36.52	\$ 38.21	\$ 40.04	\$ 41.90
16	\$ 36.52	\$ 38.21	\$ 40.04	\$ 41.90	\$ 43.86
17	\$ 38.34	\$ 40.26	\$ 42.27	\$ 44.39	\$ 46.61

Grade 1 Base Pay

Grade 2 15 Community College job related units towards an A.A. and/or accredited college degree

Grade 3 20 Community College job related units towards an A.A. and/or accredited college degree

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Senior Executive Secretary to the Superintendent	~~14-17~~ 13-17
Business Services Technician	12 - 16
Executive Secretary II	12 - 16
Personnel Technician	10 - 14
Administrative Confidential Secretary	9 - 13

Effective: 07/01/2022

3% increase from 2020-2021

Board approved:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF THE PUBLIC AGENCY RETIREMENT SERVICES (PARS)
SUPPLEMENTARY RETIREMENT PLAN

BACKGROUND INFORMATION:

The San Ysidro School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP) for Certificated Non-Management, Management, and Classified Non-Management employees, which was initially approved for exploration by the Board on October 20, 2022. The SRP was designed as a retirement incentive program that encouraged eligible employees to retire. The goal of the program was to generate savings, or at a minimum, create no cost to the District by increasing the number of retirements in the 2022-2023 school year.

Since the approval of the SRP on October 20, 2022, the district revised the plan to allow the classified part-time group to attain 100% with 5 participants rather than 7.

This retirement incentive encouraged fifty-three (53) employees to enroll in the plan and submit resignation/retirement letters effective no later than June 30, 2023.

The post-analysis performed by PARS, projects that the plan would result in a net fiscal savings to the District of approximately \$1,300,000-\$1,600,000 during the 2023-2024 school year on the projected replacement costs of the retiring employees.

RECOMMENDATION:

Approve the implementation of the District's Supplementary Retirement Plan administered by PARS and accept the resignation of the fifty-three (53) employees who enrolled.

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

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

☐ Yes ☒ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

San Ysidro School District

Supplemental Retirement Plan List of Enrollees by Employee Unit

	Employee ID	Title	Final Pay
1.	643426	Temporary Classroom Teacher K-6	\$98,491.03
2.	188638	Sci/Phy Teacher	\$105,710.53
3.	337334	Classroom Teacher K-6	\$105,710.53
4.	235148	Permit Teacher	\$49,291.97
5.	283272	Classroom Teacher K-6	\$105,710.53
6.	178405	Resource Teacher	\$105,710.53
7.	167787	Classroom Teacher K-6	\$105,710.53
8.	611267	Temporary Intervention Support Teacher	\$82,364.72
9.	257110	Classroom Teacher K-6	\$105,710.53
10.	276231	Permit Teacher	\$50,702.83
11.	141171	Classroom Teacher K-8	\$105,710.53
12.	135040	Special Day Class Teacher	\$98,491.03
13.	242104	Classroom Teacher K-6	\$105,710.53
14.	122942	Permit Teacher	\$50,702.83
15.	274306	Classroom Teacher K-6	\$99,416.69
16.	138970	Classroom Teacher K-6	\$105,710.53
17.	164831	Classroom Teacher K-6	\$105,710.53
18.	439229	Language, Speech & Hearing Specialist	\$108,552.21
19.	377802	Classroom Teacher K-6	\$99,416.69
20.	319580	Classroom Teacher K-8	\$105,710.53
21.	226886	Classroom Teacher K-6	\$105,710.53
22.	232514	Virtual Learning Academy Teacher	\$102,036.53
23.	178205	Classroom Teacher K-6	\$105,710.53
24.	294446	Virtual Learning Academy Teacher	\$105,710.53
25.	344088	Classroom Teacher K-6	\$105,710.53
26.	418880	Classroom Teacher K-6	\$102,036.53
27.	258366	Classroom Teacher K-6	\$105,710.53
28.	123758	Director of Child Development	\$147,859.52
29.	136548	Child Nutrition Specialist	\$25,196.71
30.	265866	Instructional Health Care Assistant	\$37,506.58
31.	447270	Lead Child Nutrition Specialist	\$46,703.21
32.	136437	Instructional Health Care Assistant	\$38,496.89
33.	160370	Special Education Technician	\$92,905.69
34.	424033	Custodian	\$52,813.13
35.	186475	Custodian	\$52,813.13
36.	254007	Bus Driver	\$45,520.43

37.	429838	Instructional Aide Special Education	\$35,861.63
38.	194116	Instructional Media Resource Aide	\$58,879.05
39.	141562	Health Clerk	\$50,781.84
40.	180373	Instructional Aide Special Education	\$35,473.87
41.	235824	Instructional Aide Special Education	\$32,472.69
42.	110892	Information Computer Specialist	\$74,176.99
43.	436821	Maintenance Person / Plumber	\$64,828.31
44.	334734	Instructional Aide Special Education	\$35,861.63
45.	250544	Health Clerk	\$40,185.04
46.	259244	Executive Secretary to the Superintendent	\$107,412.30
47.	432610	Campus	\$14,527.85
48.	207809	Custodian	\$26,234.76
49.	135987	Custodian	\$25,382.36
50.	301019	Custodian	\$22,421.42
51.	487485	Campus Aide	\$15,900.31
52.	172029	Child Nutrition Specialist	\$16,627.31
53.	605122	Coordinator PR & Community Services	\$125,247.98

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☒ Informational
☐ Action

AGENDA ITEM: 2023-2024 STUDENT ENROLLMENT PROJECTION

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

Information only – Student Enrollment Projection for school year 2023-2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

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

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

**Projected 2023-24 Enrollment
San Ysidro School District**

(Does not include SDC)

School Year		TK	K	1	2	3	4	5	6	7	8	Total	Diff	% Change
2021-22 CBEDS w/o SDC		76	361	417	443	455	465	445	497	386	482	4,027	-77	-1.88%
2022-23 Projected Enrollment (as of 12-16-22)		87	413	405	405	503	449	471	435	510	350	4,028	1	0.02%
2023-24 Projected Enrollment		80	382	405	398	397	497	447	469	410	470	3,955	-73	-1.81%
22-23 Current FTE		6.00	18.00	17.00	17.00	21.00	16.00	17.00	16.00	33.00		161.00	161.00	FTE
23-24 Projected FTE		4.00	15.92	16.88	16.58	16.54	17.75	15.96	16.75	30.50		150.88	148.00	FTE
23-24 Projected FTE (K-3 FTE Rounded)		4.00	16.00	18.00	17.00	17.00	17.75	15.96	12.11	30.50		148.32	153.00	FTE
Average Student Teacher Ratio	TK-K	24	1-3	24			4-6	28		7-8	32			

**Unknown Variables: Mobility and Kindergarten

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC)
FOR 2022-2023

BACKGROUND INFORMATION:

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

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

For 2021-22 some of the data tables are blank (tables 6-10), as the information will be released from the State after February 1. CDE encourages all LEAs to post their Board approved 2021-22 SARCs by February 1st without the above-mentioned data tables. A second board approval will not be required.

-SARC reports under separate cover-

RECOMMENDATION:

Approve the publication of the School Accountability Report Cards for our seven schools for the 2022-23 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal #5: Parent Engagement ~ Action 5.4: Improve home--school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events. Including providing access to families with primary language supports and modes for access.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

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

☐ Yes ☒ No

Requisition #

N/A

(Amount)

(Name of funding source and/or location)

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



January 12, 2023

Dear School Accountability Report Card Coordinators and Interested Parties:

2021–22 SCHOOL ACCOUNTABILITY REPORT CARD WEB APPLICATION

We are pleased to announce that the 2021–22 School Accountability Report Card (SARC) Web Application and annual SARC data are now available. The SARC Web Application is located within the new myCDEconnect system at <https://www.mycdeconnect.org>.

The SARC Web Application is populated with data from California Department of Education (CDE), and these data are based on information that public schools/local educational agencies (LEAs) submitted to the CDE.

Please note that the 2021–22 school year data for Tables 6 and 7-Teacher Preparation and Placement, Table 8-Teachers Without Credentials and Misassignments, Table 9-Credentialed Teachers Assigned Out-of-Field, and Table 10-Class Assignments are not available at this time. For active public schools, we anticipate that the 2021–22 school year data for Tables 6, 7, 8, 9 and 10 will be available **after** the February 1 posting due date and will not be editable. Nonpublic nonsectarian schools are expected to input their information in the teacher data tables since the CDE does not have access to these data for these school types. We encourage all schools/LEAs to post their Board approved 2021–22 SARCs by February 1 without the aforementioned data tables. A second Board review/approval of the 2021–22 Teacher data once populated is not required.

SARCs must be published and submitted to the CDE no later than February 1 of each year. Please note that the February 1 deadline for posting the SARC is required by California law, and unfortunately, no extensions are allowed.

Information about the SARC, including the blank template, data definitions, and downloadable data files, are available on the SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>. For further information regarding the SARC Web Application, please contact the SARC Team by email at sarc@cde.ca.gov.

Sincerely,

/s/

Cindy Kazanis, Director
Analysis, Measurement, and Accountability Reporting Division



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

Educational Services Department

School Accountability Report Card

Published in 2022-23

~Smythe ~



Board approved: January 23, 2023



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



School Accountability
Report Card
Published in 2022-23

Smythe Elementary School

Grades TK-6
CDS Code 37-68379-6085146

Russell A. Little, Principal
russell.little@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!

14C.1

Page 4 of 108



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 provides a safe and nurturing environment. Students are actively engaged in learning foundational skills, constructing meaning, expressing themselves creatively, thinking critically, collaborating, communicating and acquiring positive social values. We value a multicultural education and see the beauty in diversity. We believe the best way to achieve success is to practice a growth mindset and to engage in continuous reflection toward improvement. Smythe Elementary School is committed to biliteracy, as evidenced by our 50/50 dual-language program in English and Spanish for grades K-4.

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

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

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

School Mission Statement

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

Parental Involvement

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

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

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

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

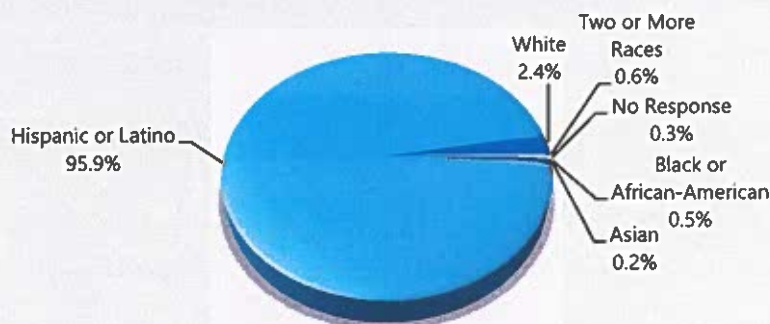
Parents who wish to participate in Smythe Elementary School's leadership teams, school committees, school activities or become volunteers may contact Principal Russell Little at (619) 428-4447.

Enrollment by Student Group

The total enrollment at the school was 616 students for the 2021-22 school year. The pie chart displays the percentage of students enrolled in each group.

Demographics

2021-22 School Year



#SYSDUnited

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

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

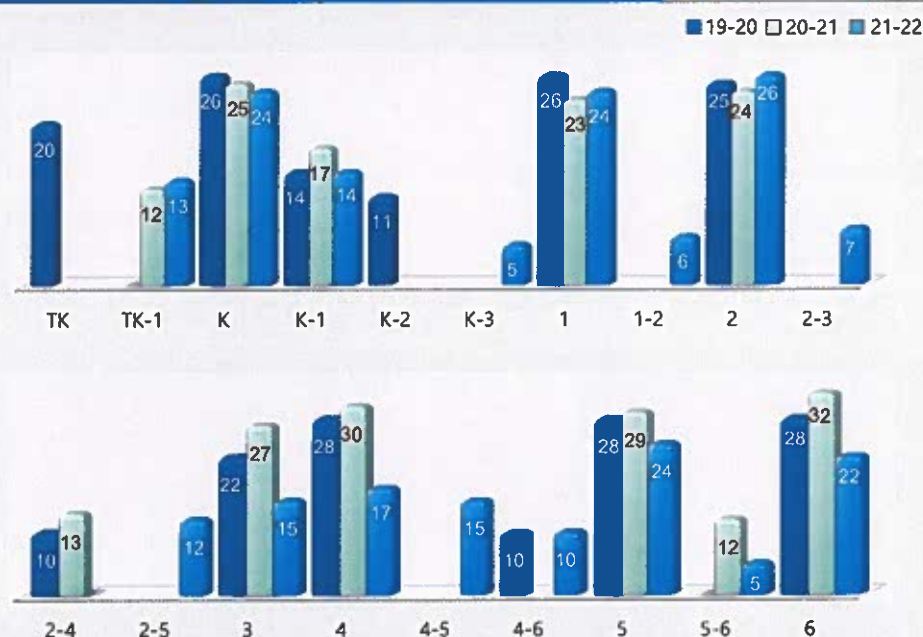


Class Size Distribution

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

	2019-20			2020-21			2021-22		
Grade	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK	1								
TK-1				1			2		
K	3				3			2	
K-1	1			1	1		1	1	
K-2	1								
K-3							1		
1		3		1	2			3	
1-2							2		
2		4			3			3	
2-3							1		
2-4	1			1					
2-5							1		
3		4			4		3	1	
4		3			3		2	2	
4-5							1	1	
4-6	1						1		
5		3			3			3	
5-6				1			1		
6		3			3		1	3	

Enrollment by Student Group

Demographics

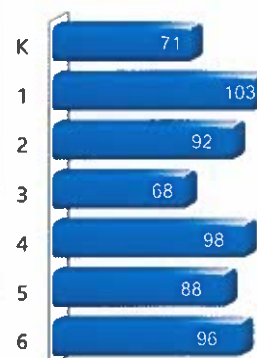
2021-22 School Year

Female	
Male	
Non-Binary	
English learners	
Foster youth	
Homeless	
Migrant	
Socioeconomically Disadvantaged	
Students with Disabilities	

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2020-21 school year.

2021-22 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.

Suspensions and Expulsions					Two-Year Data	
	Smythe ES		San Ysidro SD		California	
	20-21	21-22	20-21	21-22	20-21	21-22
Suspension rates	0.0%		0.0%		0.20%	
Expulsion rates	0.0%		0.0%		0.00%	

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

This table shows the school, district, and state suspension and expulsion rates collected between July through February, partial school year due to the COVID-19 pandemic.

Suspensions and Expulsions				2019-20 School Year	
	Smythe ES		San Ysidro SD		California
	19-20		19-20		19-20
Suspension rates	0.1%		2.5%		2.5%
Expulsion rates	0.0%		0.0%		0.1%

Note: The 2019-20 suspensions and expulsions rate data are not comparable to other year data because the 2019-20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-20 school year compared to other school years.

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group			2021-22 School Year	
Student Group	Suspensions Rate	Expulsions Rate		
All Students				
Female				
Male				
Non-Binary				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

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) Principals Academy, School Business Academy, Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues Conference, etc.

Professional Development Days

Number of school days dedicated to staff development and continuous improvement	
2020-21	85
2021-22	110
2022-23	125

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.



California Physical Fitness Test

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

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

California Physical Fitness Test

2021-22 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	94.2%	94.2%	93.0%	91.9%	94.2%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group

2021-22 School Year

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students				
Female				
Male				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

Types of Services Funded

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

Federal funds

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

State funds

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





SARC Reporting in the 2020–21 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

The CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

CAASPP Test Results in Science for All Students (grades 5, 8 and high school)

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	20-21	21-22	20-21	21-22	20-21	21-22
Science	⚡		⚡		28.72%	

CAASPP Test Results in ELA and Mathematics for All Students taking and completing a state-administered assessment

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	20-21	21-22	20-21	21-22	20-21	21-22
English language arts/literacy	*		*		*	
Mathematics	*		*		*	

⚡ This school did not test students using the CAASPP for Science.

* Data for 2020–21 are not comparable to other year data due to the COVID-19 pandemic during the 2020–21 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020–21 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020–21 school year to other school years.

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 ten, eleven, or twelve).



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)

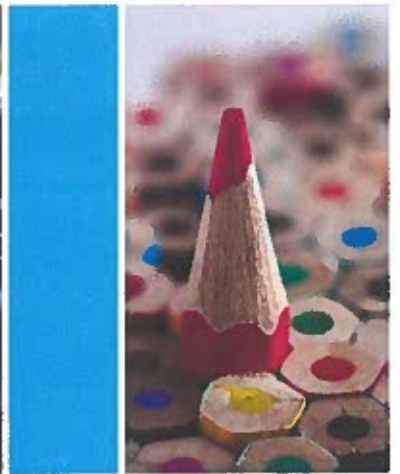
Percentage of Students Meeting or Exceeding State Standards

2021-22 School Year

Science

Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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: Mathematics (grades 3-6)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 8, 2022, 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		2022-23 School Year
Subject	Textbook	Adopted
Reading/language arts	<i>Benchmark Advance</i> (English for K-6)	2018
Reading/language arts	<i>Adelante</i> (Spanish K-3 for Dual Language)	2018
Reading/language arts	<i>Benchmark Steps to Advance</i> (2-6 SDC)	2018
English Language Development	<i>Benchmark Advance</i> (K-6)	2018
Mathematics	<i>My Math</i> , McGraw-Hill (K-5)	2017
Mathematics	<i>SpringBoard</i> , College Board (6)	2017
Science/Health	Pilot materials: Carolina Building Blocks of Science & TWIG Science (K-5)	Pending
Science/Health	Pilot materials: McGraw Hill CA Inspire Science, Accelerate Learning STEMscopes & TWIG Science (6)	Pending
History/Social Science	<i>HSS Pilot: State approved publishers - TBD</i>	Pending

Quality of Textbooks

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

Quality of Textbooks		2022-23 School Year
Criteria		Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?		Yes

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 October 2022.

✦ 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	
2022-23 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	26%
Visual and performing arts	✦
Foreign language	✦
Health	✦
Insufficiency of instructional materials was declared because of missing textbooks due to higher enrollment, textbooks not returned or taken out of circulation for wearing away for the following subjects/grades:	
- Kindergarten: history social science (HSS) - K-5: history social science (Spanish)	
Insufficiency will be solved as follows:	
District will begin the piloting process for HSS materials at all Elementary schools in January 2023.	



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	
2022-23 School Year	
Data collection date	9/8/2022



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		2022-23 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)		Poor
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 school site inspection		10/6/2022

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.

Deficiencies and Repairs		2022-23 School Year
Items Inspected	Deficiencies and Action Taken or Planned	Date of Action
Interior	Missing panel on wall: Library, Cafeteria, Rooms 1, 2, 3, 4, 7, 8 and 9. Stained ceiling tiles: Rooms 5, 6 and 25. Missing ceiling tiles: Rooms 35 and 36. Work orders submitted.	November 2022
Electrical	Burned out lightbulbs: Kitchen, rooms 6, 15, 25, 26, 31, 32, 33 and 35. Broken outlet cover: Room 12. Work orders submitted.	November 2022
Restrooms/fountains	Loose toilet seats: Boys & Girls Restrooms. Loose water fountain: Room 5. Loose faucet: Room 10 and 32. Work orders submitted.	November 2022
Structural	Stucco around school, hole on wall outside #1: School exterior. Work orders submitted.	November 2022

School Facilities

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

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

Cleaning Process

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

Maintenance and Repair

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

Smythe Modernization

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



"Smythe Elementary School provides a safe and nurturing environment."



Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. This table displays 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/>.

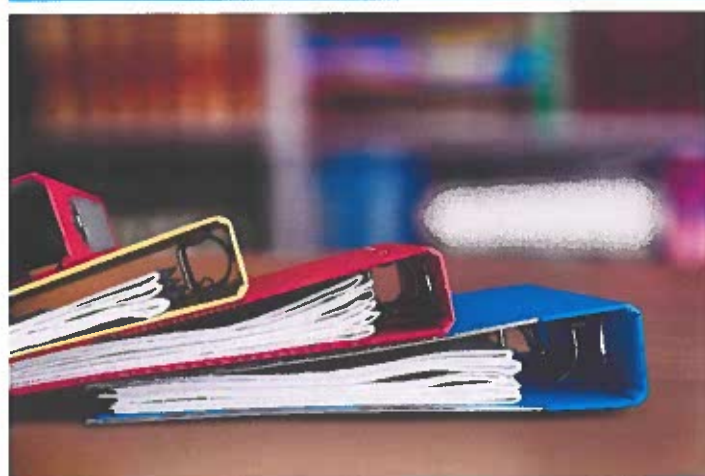
Teacher Preparation and Placement					2020-21 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.0	95.7%	171.8	93.1%	228,366.1	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)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)						
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)						
Unknown						
Total Teaching Positions						

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

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

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





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

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

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

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

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

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

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

Class Assignments

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

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

Class Assignments		Two-Year Data	
Indicator		2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)		0.0%	
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%	

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.

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/calsapadsup-dflash201.asp>.

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



Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2021-22 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	1.24
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	2.00
Resource specialist (nonteaching)	0.00

◇ Not applicable.

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

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



Financial Data

The financial data displayed in this SARC is from the 2020-21 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		2020-21 Fiscal Year
	San Ysidro SD	Similar Sized District
Beginning teacher salary		
Midrange teacher salary		
Highest teacher salary		
Average elementary school principal salary		
Average middle school principal salary		
Superintendent salary		
Teacher salaries: percentage of budget		
Administrative salaries: percentage of budget		

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		2020-21 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Smythe ES	\$5,884	\$93,775
San Ysidro SD	\$9,265	\$98,488
California		
School and district: percentage difference	-36.5%	-4.8%
School and California: percentage difference		

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 Month Year.

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	
2020-21 Fiscal Year	
Total expenditures per pupil	\$6,133
Expenditures per pupil from restricted sources	\$249
Expenditures per pupil from unrestricted sources	\$5,884
Annual average teacher salary	\$93,775



Expenditures Per Pupil

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

School Accountability Report Card

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

Educational Services Department

School Accountability Report Card

Published in 2022-23

~Sunset~



Board approved: January 23, 2023



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

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SARC
2021-22

School Accountability
Report Card
Published in 2022-23

Sunset Elementary School

Grades K-6
CDS Code 37-68379-6093264

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

www.sysdschools.org/sunset



ROAR: Respect Others, Act Responsibly



Principal's Message

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

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

School Mission Statement

Sunset Elementary School: "A tradition of academic excellence"

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

School Vision Statement

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

Parental Involvement

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

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

Enrollment by Student Group

The total enrollment at the school was 588 students for the 2021-22 school year. The pie chart displays the percentage of students enrolled in each group.

Demographics

2021-22 School Year



#SYSDDUnited

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

Rudy Lopez, President

Rosaleah Pallasigüe, Vice President

Irene Lopez, Clerk

Zenaida Rosario, Member

Antonio Martínez, Member

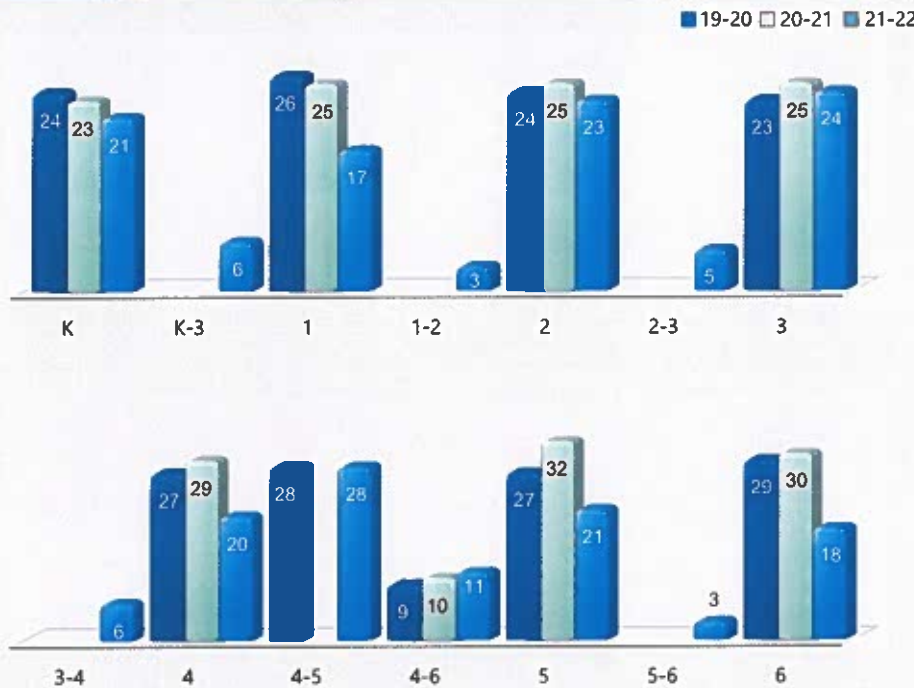


Class Size Distribution

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

	2019-20			2020-21			2021-22		
Grade	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
K		3			3		1	2	
K-3							1		
1		3			3		3	1	
1-2							1		
2		4			3			3	
2-3							1		
3		4			4			3	
3-4							1		
4		3			3		1	3	
4-5		1						1	
4-6	1			1			1		
5		3			3		1	3	
5-6							1		
6		4			3		1	4	

Enrollment by Student Group

Demographics

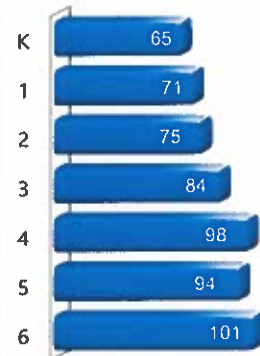
2021-22 School Year

Female	
Male	
Non-Binary	
English learners	
Foster youth	
Homeless	
Migrant	
Socioeconomically Disadvantaged	
Students with Disabilities	

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2020-21 school year.

2021-22 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.

Suspensions and Expulsions					Two-Year Data	
	Sunset ES		San Ysidro SD		California	
	20-21	21-22	20-21	21-22	20-21	21-22
Suspension rates	0.0%		0.0%		0.20%	
Expulsion rates	0.0%		0.0%		0.00%	

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

This table shows the school, district, and state suspension and expulsion rates collected between July through February, partial school year due to the COVID-19 pandemic.

Suspensions and Expulsions				2019-20 School Year	
	Sunset ES		San Ysidro SD		California
	19-20		19-20		19-20
Suspension rates	0.1%		2.5%		2.5%
Expulsion rates	0.0%		0.0%		0.1%

Note: The 2019–20 suspensions and expulsions rate data are not comparable to other year data because the 2019–20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–20 school year compared to other school years.

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group			2021-22 School Year	
Student Group	Suspensions Rate	Expulsions Rate		
All Students				
Female				
Male				
Non-Binary				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

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) Principals Academy, School Business Academy, Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues Conference, etc.

Professional Development Days

Number of school days dedicated to staff development and continuous improvement	
2020-21	85
2021-22	110
2022-23	125

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.



California Physical Fitness Test

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

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

California Physical Fitness Test					2021-22 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	95.9%	96.9%	96.9%	96.9%	96.9%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2021-22 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

Types of Services Funded

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

Federal funds

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

State funds

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





SARC Reporting in the 2020–21 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

The CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

CAASPP Test Results in Science for All Students (grades 5, 8 and high school)

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
Subject	Sunset ES		San Ysidro SD		California	
	20-21	21-22	20-21	21-22	20-21	21-22
Science	..		..		28.72%	

CAASPP Test Results in ELA and Mathematics for All Students taking and completing a state-administered assessment

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
Subject	Sunset ES		San Ysidro SD		California	
	20-21	21-22	20-21	21-22	20-21	21-22
English language arts/literacy	*		*		*	
Mathematics	*		*		*	

.. This school did not test students using the CAASPP for Science.

* Data for 2020–21 are not comparable to other year data due to the COVID-19 pandemic during the 2020–21 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020–21 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020–21 school year to other school years.

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 ten, eleven, or twelve).



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 Standards

2021-22 School Year

Science

Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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: Mathematics (grades 3-6)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 8, 2022, 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		2022-23 School Year
Subject	Textbook	Adopted
Reading/language arts	<i>Benchmark Advance</i> (English for K-6)	2018
Reading/language arts	<i>Adelante</i> (Spanish K-3 for Dual Language)	2018
Reading/language arts	<i>Benchmark Steps to Advance</i> (2-6 SDC)	2018
English Language Development	<i>Benchmark Advance</i> (K-6)	2018
Mathematics	<i>My Math</i> , McGraw-Hill (K-5)	2017
Mathematics	<i>SpringBoard</i> , College Board (6)	2017
Science/Health	Pilot materials: Carolina Building Blocks of Science & TWIG Science (K-5)	Pending
Science/Health	Pilot materials: McGraw Hill CA Inspire Science, Accelerate Learning STEMscopes & TWIG Science (6)	Pending
History/Social Science	<i>HSS Pilot: State approved publishers - TBD</i>	Pending

Quality of Textbooks

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

Quality of Textbooks		2022-23 School Year
Criteria		Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?		Yes

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 February 2023.

✦ 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	
2022-23 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	
2022-23 School Year	
Data collection date	9/8/2022





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		2022-23 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		Poor
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 school site inspection		10/7/2022

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.

Deficiencies and Repairs		2022-23 School Year
Items Inspected	Deficiencies and Action Taken or Planned	Date of Action
Interior	Stained ceiling tiles: Room 17 and 18. Unspecified interior deficiency: Room 16. Loose ceiling tile: Room 32. Missing ceiling tile: Library. Work orders submitted.	November 2022
Electrical	Burned out light bulbs: Office, Cafeteria, Kitchen, Room 13, 17, 18, 20, 21, 22, 23, 24 and Library. Unspecified electrical deficiency: Room 16. Work orders submitted.	November 2022
Restrooms/fountains	Loose Toilet seats: Kitchen, Boys and Girls bathrooms. Work orders submitted.	October 24, 2022

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.



"As we continue to grow, we will provide a safe and supportive learning environment that empowers students to become lifelong learners."





Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. This table displays 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)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)						
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)						
Unknown						
Total Teaching Positions						

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

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

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





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

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

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

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

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

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

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

Class Assignments

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

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

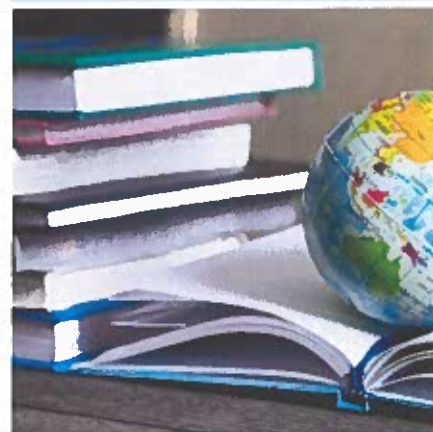
Class Assignments		Two-Year Data	
Indicator		2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)		0.0%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with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

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.

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

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



Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2021-22 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	0.43*
Nurse	0.14**
Speech/language/hearing specialist	1.00
Resource specialist (nonteaching)	1.00
◇ Not applicable. * 3 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services. ** 1 District Nurse to oversee all schools and is available for all students.	



Financial Data

The financial data displayed in this SARC is from the 2020-21 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		2020-21 Fiscal Year
	San Ysidro SD	Similar Sized District
Beginning teacher salary		
Midrange teacher salary		
Highest teacher salary		
Average elementary school principal salary		
Average middle school principal salary		
Superintendent salary		
Teacher salaries: percentage of budget		
Administrative salaries: percentage of budget		

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		2020-21 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Sunset ES	\$6,741	\$104,620
San Ysidro SD	\$9,265	\$98,488
California		
School and district: percentage difference	-27.2%	+6.2%
School and California: percentage difference		

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 Month Year.

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	
2020-21 Fiscal Year	
Total expenditures per pupil	\$6,983
Expenditures per pupil from restricted sources	\$243
Expenditures per pupil from unrestricted sources	\$6,741
Annual average teacher salary	\$104,620



Expenditures Per Pupil

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

School Accountability Report Card

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

Educational Services Department

School Accountability Report Card

Published in 2022-23

~Vista Del Mar Middle ~



Board approved: January 23, 2023



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SARC

2021-22

School Accountability
Report Card
Published in 2022-23

Vista Del Mar Middle School

Grades 7-8
CDS Code 37-68379-0137737

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(619) 661-6753

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



VDM Students are College Bound!

14C.1
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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 September 2022.

RISE ABOVE



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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

Rosaleah Pallasigue, President

Irene Lopez, Vice President

Zenaida Rosario, Clerk

Rudy Lopez, Member

Antonio Martinez, Member



Go Sharks!

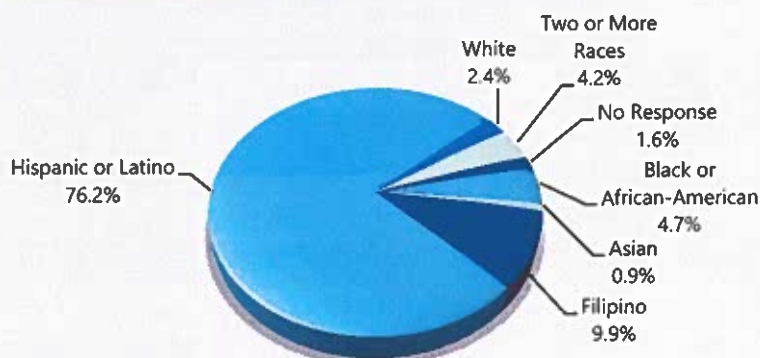


Enrollment by Student Group

The total enrollment at the school was 425 students for the 2021-22 school year. The pie chart displays the percentage of students enrolled in each group.

Demographics

2021-22 School Year

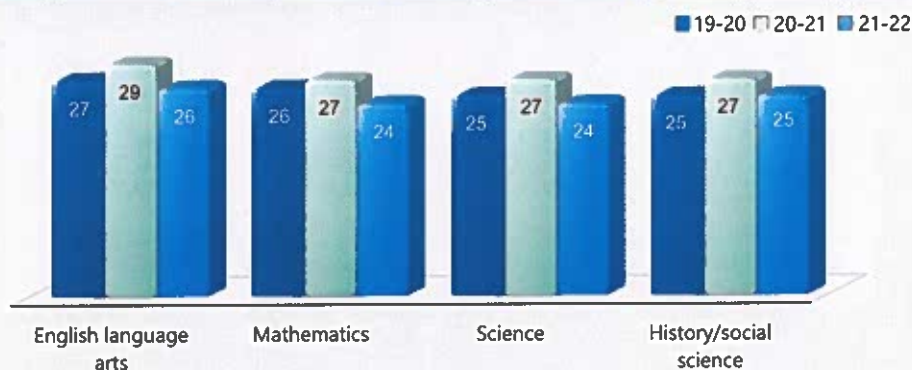


Class Size Distribution

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.

Average Class Size

Three-Year Data



Number of Classrooms by Size

Three-Year Data

	2019-20			2020-21			2021-22		
Subject	Number of Students								
	1-22	23-32	33+	1-22	23-32	33+	1-22	21-32	33+
English language arts	3	12		2	7	6	4	12	2
Mathematics	7	9		3	13		6	14	
Science	5	11		2	13	1	6	11	1
History/social science	4	11	1	2	14		6	12	1

Enrollment by Student Group

Demographics

2021-22 School Year

Female	
Male	
Non-Binary	
English learners	
Foster youth	
Homeless	
Migrant	
Socioeconomically Disadvantaged	
Students with Disabilities	

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2020-21 school year.

2021-22 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.

Suspensions and Expulsions					Two-Year Data	
	Vista Del Mar MS		San Ysidro SD		California	
	20-21	21-22	20-21	21-22	20-21	21-22
Suspension rates	0.2%		0.0%		0.2%	
Expulsion rates	0.0%		0.0%		0.0%	

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

This table shows the school, district, and state suspension and expulsion rates collected between July through February, partial school year due to the COVID-19 pandemic.

Suspensions and Expulsions				2019-20 School Year	
	Vista Del Mar MS		San Ysidro SD		California
	19-20		19-20		19-20
Suspension rates	2.8%		2.5%		2.5%
Expulsion rates	0.0%		0.0%		0.1%

Note: The 2019-20 suspensions and expulsions rate data are not comparable to other year data because the 2019-20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-20 school year compared to other school years.

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group			2021-22 School Year	
Student Group	Suspensions Rate	Expulsions Rate		
All Students				
Female				
Male				
Non-Binary				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

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) Principals Academy, School Business Academy, Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues Conference, etc.

Professional Development Days

Number of school days dedicated to staff development and continuous improvement	
2020-21	85
2021-22	110
2022-23	125

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.



California Physical Fitness Test

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

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

California Physical Fitness Test					2021-22 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	88.9%	88.9%	88.4%	88.4%	88.4%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2021-22 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

Types of Services Funded

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

Federal funds

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

State funds

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





SARC Reporting in the 2020–21 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

The CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

CAASPP Test Results in Science for All Students (grades 5, 8 and high school)

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	20-21	21-22	20-21	21-22	20-21	21-22
Science	..		..		28.72%	

CAASPP Test Results in ELA and Mathematics for All Students taking and completing a state-administered assessment

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	20-21	21-22	20-21	21-22	20-21	21-22
English language arts/literacy	*		*		*	
Mathematics	*		*		*	

.. This school did not test students using the CAASPP for Science.

* Data for 2020–21 are not comparable to other year data due to the COVID-19 pandemic during the 2020–21 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020–21 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020–21 school year to other school years.

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 ten, eleven, or twelve).



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 Standards					2021-22 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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 7-8)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.

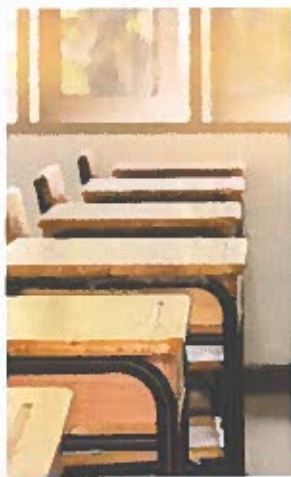




CAASPP Test Results by Student Group: Mathematics (grades 7-8)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 8, 2022, 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		2022-23 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	Pilot materials: McGraw Hill CA Inspire Science & Accelerate Learning STEMscopes (7-8)	Pending
History/Social Science	Pilot materials: TCI History Alive! & McGraw Hill Impact CA Social Science	Pending
Spanish (Elective)	Realidades, Prentice Hall	2008

Quality of Textbooks

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

Quality of Textbooks		2022-23 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	
2022-23 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	
2022-23 School Year	
Data collection date	9/8/2022





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		2022-23 School Year
Items Inspected		Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)		Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)		Good
Cleanliness: Pest/vermin control, overall cleanliness		Good
Electrical: Electrical systems		Good
Restrooms/fountains: Restrooms, sinks and drinking fountains		Good
Safety: Fire safety, emergency systems, hazardous materials		Good
Structural: Structural condition, roofs		Good
External: Windows/doors/gates/fences, playgrounds/school grounds		Good
Overall summary of facility conditions		Good
Date of the most recent school site inspection		10/11/2022



School Facilities

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

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

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

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

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.

Deficiencies and Repairs		2022-23 School Year
Items Inspected	Deficiencies and Action Taken or Planned	Date of Action
Interior	Stained ceiling tile: Room 501. Work orders were submitted.	November 2022
Electrical	Burned out lightbulbs: Room 501. Work orders were submitted.	November 2022
Restrooms/fountains	Toilet seats are loose: Boy's & Girl's Restrooms. Water fountain not working correctly: Room 404. Sink not working correctly: Rooms 501, 503 & 506. Work orders were submitted.	November 2022



"We are committed to creating an atmosphere that empowers students to become lifelong learners in a diverse community."





Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. This table displays 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)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)						
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)						
Unknown						
Total Teaching Positions						

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

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

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

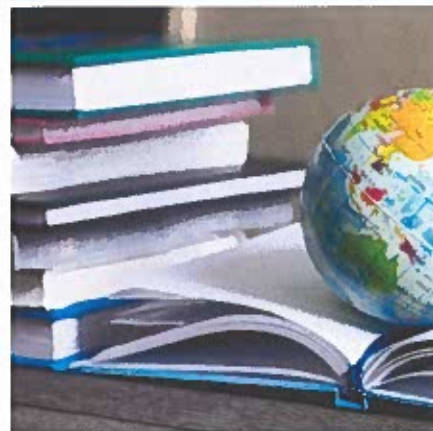




Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

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

Teachers Without Credentials and Misassignments		Two-Year Data	
Authorization/Assignment		2020-21	2021-22
Permits and Waivers		0.0	
Misassignments		0.2	
Vacant Positions		0.0	
Total Teachers Without Credentials and Misassignments		0.2	



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

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

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

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

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	
2021-22 School Year	
	Ratio
Pupils to Academic counselors	472:1
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	0.80
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	1.00
Resource specialist (nonteaching)	0.00
* 3 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.	
** 1 District Nurse to oversee all schools and is available for all students.	

Class Assignments

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

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

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

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 2020-21 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		2020-21 Fiscal Year
	San Ysidro SD	Similar Sized District
Beginning teacher salary		
Midrange teacher salary		
Highest teacher salary		
Average elementary school principal salary		
Average middle school principal salary		
Superintendent salary		
Teacher salaries: percentage of budget		
Administrative salaries: percentage of budget		

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		2020-21 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Vista Del Mar MS	\$6,186	\$97,113
San Ysidro SD	\$9,265	\$98,488
California		
School and district: percentage difference	-33.2%	-1.4%
School and California: percentage difference		

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 Month Year.

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	
2020-21 Fiscal Year	
Total expenditures per pupil	\$6,308
Expenditures per pupil from restricted sources	\$122
Expenditures per pupil from unrestricted sources	\$6,186
Annual average teacher salary	\$97,113



Expenditures Per Pupil

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

School Accountability Report Card

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

Educational Services Department

School Accountability Report Card

Published in 2022-23

~Willow~



Board approved: January 23, 2023



San Ysidro
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QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

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



SARC
2021-22

School Accountability
Report Card
Published in 2022-23

Willow Elementary School

Grades TK-6
CDS Code 37-68379-0123000

Maria Rodriguez, Principal
Maria.rodriguez@sysdschools.org

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

www.sysdschools.org/willow





Principal's Message

Willow Elementary School is one of seven elementary and middle schools within the San Ysidro School District bordering Tijuana, Mexico. Willow Elementary School serves Transitional Kindergarten (TK) through sixth-grade students. Following our school's mission, staff members will empower learning through technology and utilize technological tools that provide equitable access and support and enhance integrated curricular objectives.

At Willow Elementary School, we strive to enrich all students by providing extracurricular programs that support and enhance the learning experience. Some of the activities offered are: after-school sports, Girls Scouts program, YMCA Before & After School Program and educational field trips. The success of all extracurricular programs is supported by the commitment from teachers, staff, parent volunteers and community stakeholders.

Our school goal is to reclassify as many English Learners as possible before they get to the middle school.

School Mission Statement

The mission of Willow Elementary School is to empower learning through technology and utilize technological tools that provide equitable access and support and enhance integrated curricular objectives. The staff will provide enriched technological experiences that prepare students for a rapidly changing global technological society.

School Vision Statement

A vision of Learning Through Technology.

Parental Involvement

Parents assist the school by volunteering in classrooms and participating in the Parent-Teacher-Student Association (PTSA). Parents are also elected and participate in the School Site Council (SSC) on a regular basis. Parents of English language learners are invited to attend and participate at the regular English Learner Advisory Committee (ELAC).

Parents who wish to participate on Willow Elementary School's leadership teams, school committees and in-school activities, or become volunteers may contact the Interim School Administrative Assistant Mrs. Erika Aviles at (619) 428-2231, extension 3797.

Enrollment by Student Group

The total enrollment at the school was 719 students for the 2021-22 school year. The pie chart displays the percentage of students enrolled in each group.

Demographics

2021-22 School Year



#SYSDDUnited

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

Rosaleah Pallasigüe, President
Irene Lopez, Vice President
Zenaída Rosario, Clerk
Rudy Lopez, Member
Antonio Martínez, Member

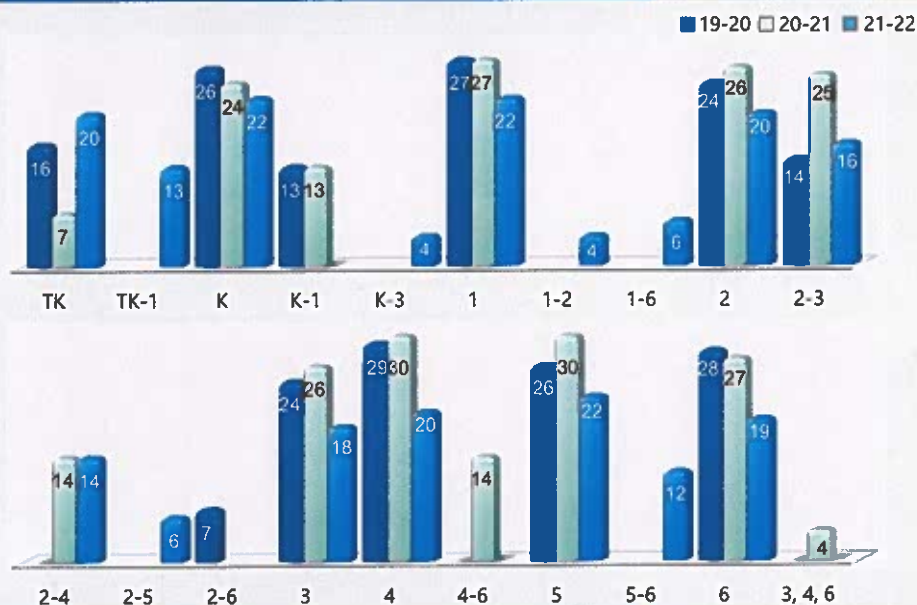


Class Size Distribution

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

	2019-20			2020-21			2021-22		
Grade	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK	1			1			1		
TK-1							1		
K		4			3			3	
K-1	1			1					
K-3							1		
1		4			4			3	
1-2							1		
1-6							1		
2		4			4		2	1	
2-3	1				1		2		
2-4				1			1		
2-5							1		
2-6	1								
3		5			3		3	2	
4		4			4		1	4	
4-6				1					
5		4			4		1	4	
5-6							1		
6		4			4		2	4	
3, 4, 6				1					

Enrollment by Student Group

Demographics

2021-22 School Year

Female

Male

Non-Binary

English learners

Foster youth

Homeless

Migrant

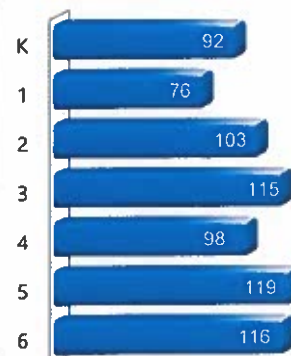
Socioeconomically Disadvantaged

Students with Disabilities

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2020-21 school year.

2021-22 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.

Suspensions and Expulsions					Two-Year Data	
	Willow ES		San Ysidro SD		California	
	20-21	21-22	20-21	21-22	20-21	21-22
Suspension rates	0.0%		0.0%		0.2%	
Expulsion rates	0.0%		0.0%		0.0%	

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

This table shows the school, district, and state suspension and expulsion rates collected between July through February, partial school year due to the COVID-19 pandemic.

Suspensions and Expulsions				2019-20 School Year
	Willow ES		San Ysidro SD	California
	19-20		19-20	19-20
Suspension rates	2.1%		2.5%	2.5%
Expulsion rates	0.0%		0.0%	0.1%

Note: The 2019-20 suspensions and expulsions rate data are not comparable to other year data because the 2019-20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-20 school year compared to other school years.

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group			2021-22 School Year
Student Group	Suspensions Rate	Expulsions Rate	
All Students			
Female			
Male			
Non-Binary			
American Indian or Alaska Native			
Asian			
Black or African American			
Filipino			
Hispanic or Latino			
Native Hawaiian or Pacific Islander			
Two or More Races			
White			
English Learners			
Foster Youth			
Homeless			
Socioeconomically Disadvantaged			
Students Receiving Migrant Education Services			
Students with Disabilities			

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) Principals Academy, School Business Academy, Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues Conference, etc.

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2020-21	85
2021-22	110
2022-23	125

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.



California Physical Fitness Test

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

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

California Physical Fitness Test					2021-22 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	86.6%	86.6%	86.6%	78.2%	86.6%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2021-22 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

Types of Services Funded

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

Federal funds

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

State funds

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





SARC Reporting in the 2020–21 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

The CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

CAASPP Test Results in Science for All Students (grades 5, 8 and high school)

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	20-21	21-22	20-21	21-22	20-21	21-22
Science	⚡		⚡		28.72%	

CAASPP Test Results in ELA and Mathematics for All Students taking and completing a state-administered assessment

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	20-21	21-22	20-21	21-22	20-21	21-22
English language arts/literacy	*		*		*	
Mathematics	*		*		*	

⚡ This school did not test students using the CAASPP for Science.

* Data for 2020–21 are not comparable to other year data due to the COVID-19 pandemic during the 2020–21 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020–21 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020–21 school year to other school years.

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 ten, eleven, or twelve).



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 Standards					2021-22 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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: Mathematics (grades 3-6)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards

2021-22 School Year

Mathematics

Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 8, 2022, 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		2022-23 School Year
Subject	Textbook	Adopted
Reading/language arts	Benchmark Advance (English for K-6)	2018
Reading/language arts	Adelante (Spanish K-3 for Dual Language)	2018
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018
English Language Development	Benchmark Advance (K-6)	2018
Mathematics	My Math, McGraw-Hill (K-5)	2017
Mathematics	SpringBoard, College Board (6)	2017
Science/Health	Pilot materials: Carolina Building Blocks of Science & TWIG Science (K-5)	Pending
Science/Health	Pilot materials: McGraw Hill CA Inspire Science, Accelerate Learning STEMscopes & TWIG Science (6)	Pending
History/Social Science	HSS Pilot: State approved publishers - TBD	Pending

Quality of Textbooks

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

Quality of Textbooks		2022-23 School Year
Criteria		Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?		Yes

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 February 2023.

✦ 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	
2022-23 School Year	
Reading/language arts	0%
Mathematics	2%
Science	2%
History/social science	7%
Visual and performing arts	✦
Foreign language	✦
Health	✦
Insufficiency of instructional materials was declared because of missing textbooks due to higher enrollment, textbooks not returned or taken out of circulation for wearing away for the following subjects/grades:	
- TK: Mathematics, science and history social science (HSS) - Kindergarten: History social science	
Insufficiency will be solved as follows:	
- District will purchase MyMath materials for TK. - District is about to complete the Science Pilot, which includes grades TK-8. - District will begin the piloting process for HSS materials at all Elementary schools in January 2023	



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	
2022-23 School Year	
Data collection date	9/8/2022



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		2022-23 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 school site inspection	10/10/2022	

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.

Deficiencies and Repairs		2022-23 School Year
Items Inspected	Deficiencies and Action Taken or Planned	Date of Action
Interior	Stained Ceiling tiles: Office. Work orders have been placed.	December 2022
Electrical	Burned out lightbulbs: Office, Library, Cafeteria, Rooms 22 and 24. Work orders have been placed.	December 2022
Restrooms/fountains	Loose toilet seats: Boys and Girls Restrooms. Water fountain not working: Room 10. Low water pressure: Room 32. Sink leaking: Room 35. Work orders have been placed.	December 2022

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.



"At Willow Elementary School, we strive to enrich all students by providing extracurricular programs that support and enhance the learning experience."



Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. This table displays 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/>.

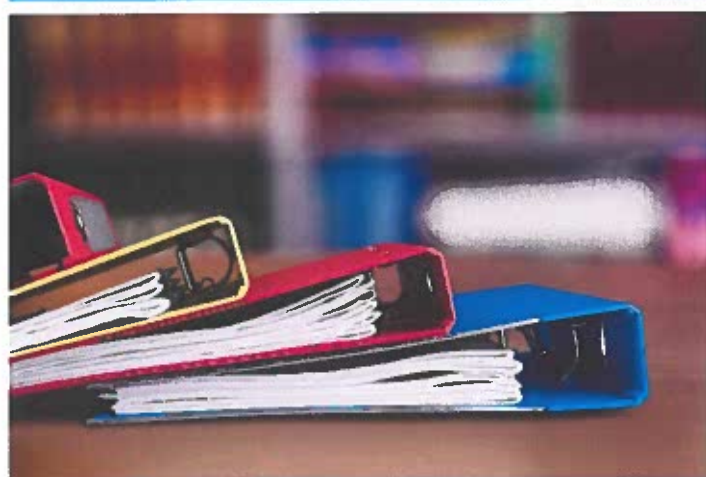
Teacher Preparation and Placement					2020-21 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	30.0	96.8%	171.8	93.1%	228,366.1	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)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)						
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)						
Unknown						
Total Teaching Positions						

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

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

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

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

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

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

Class Assignments

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

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

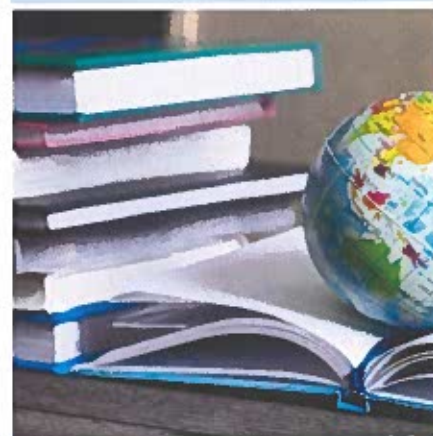
Class Assignments		Two-Year Data	
Indicator		2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)		3.2%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)		0.0%	

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.

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

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



Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2021-22 School Year	
	Ratio
Pupils to Academic counselors	◇
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	2.00
Resource specialist (nonteaching)	1.00
◇ Not applicable. * 3 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services. ** 1 District Nurse to oversee all schools and is available for all students.	



Financial Data

The financial data displayed in this SARC is from the 2020-21 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		2020-21 Fiscal Year
	San Ysidro SD	Similar Sized District
Beginning teacher salary		
Midrange teacher salary		
Highest teacher salary		
Average elementary school principal salary		
Average middle school principal salary		
Superintendent salary		
Teacher salaries: percentage of budget		
Administrative salaries: percentage of budget		

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		2020-21 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Willow ES	\$6,678	\$102,040
San Ysidro SD	\$9,265	\$98,488
California		
School and district: percentage difference	-27.9%	+3.6%
School and California: percentage difference		

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 Month Year.

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	
2020-21 Fiscal Year	
Total expenditures per pupil	\$6,884
Expenditures per pupil from restricted sources	\$206
Expenditures per pupil from unrestricted sources	\$6,678
Annual average teacher salary	\$102,040



Expenditures Per Pupil

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

School Accountability Report Card

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Published in 2022-23

~La Mirada ~



Board approved: January 23, 2023

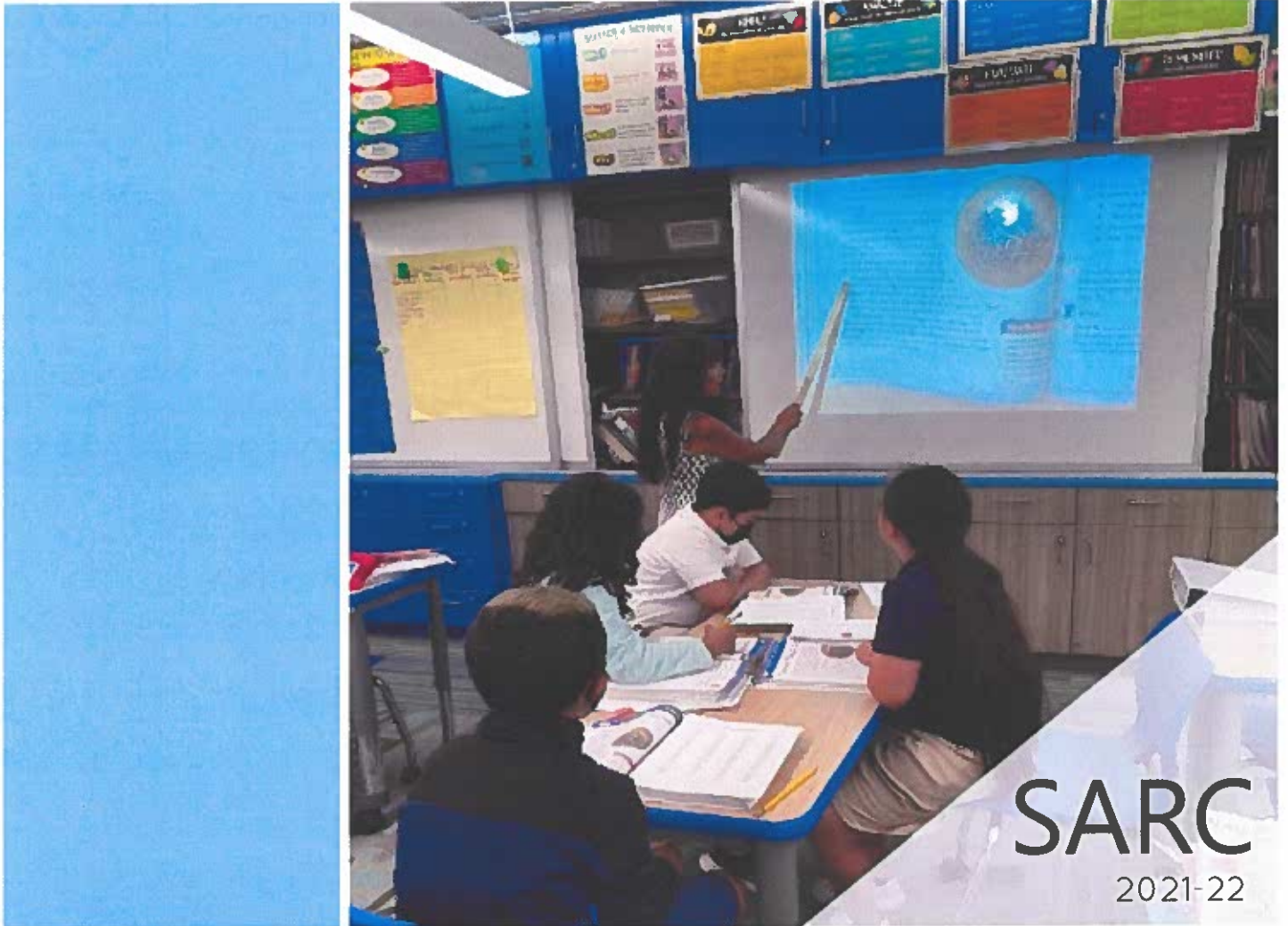


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SARC

2021-22

School Accountability
Report Card
Published in 2022-23

La Mirada Elementary School

Grades TK-6
CDS Code 37-68379-6089007

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Kindness is our Superpower!

14C.1
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Principal's Message

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

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

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

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

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

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

School Mission Statement

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

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

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

School Vision Statement

La Mirada is a **Learning Community** of lifelong learners that demonstrates the knowledge, skills and values required for an equitable, productive global citizenship.



ASCIENDE

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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.

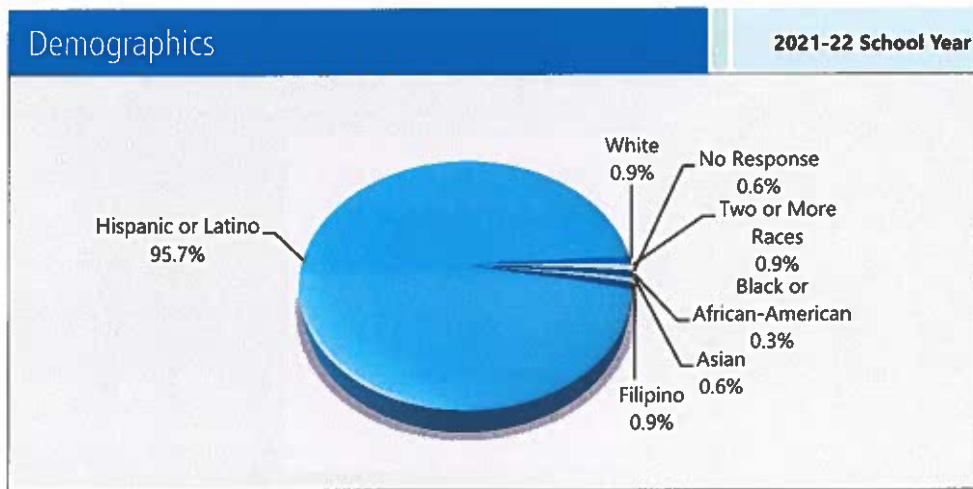
School Board

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



Enrollment by Student Group

The total enrollment at the school was 328 students for the 2021-22 school year. The pie chart displays the percentage of students enrolled in each group.



Parental Involvement

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

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

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

School Safety

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

La Mirada Elementary School places a strong emphasis on safety for students and staff. We review emergency plans frequently. We hold annual training procedures and drills for earthquakes, fire, intruders and bus evacuations according to district requirements. Maintenance staff works with a scheduled preventive program to offset costly repairs. Staff models and reviews safe behaviors and practices with the students regularly. The school safety plan was last reviewed, updated and discussed with the school faculty in October 2022.



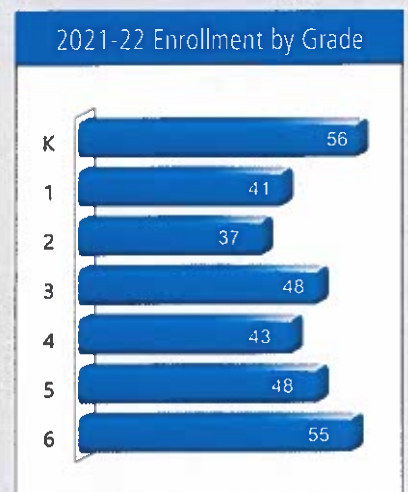
"Our pledge to the La Mirada community is to continue to seek out experiences, which allow us to continuously grow in a positive manner, all in the best interest of student growth."

Enrollment by Student Group

Demographics	
2021-22 School Year	
Female	
Male	
Non-Binary	
English learners	
Foster youth	
Homeless	
Migrant	
Socioeconomically Disadvantaged	
Students with Disabilities	

Enrollment by Grade

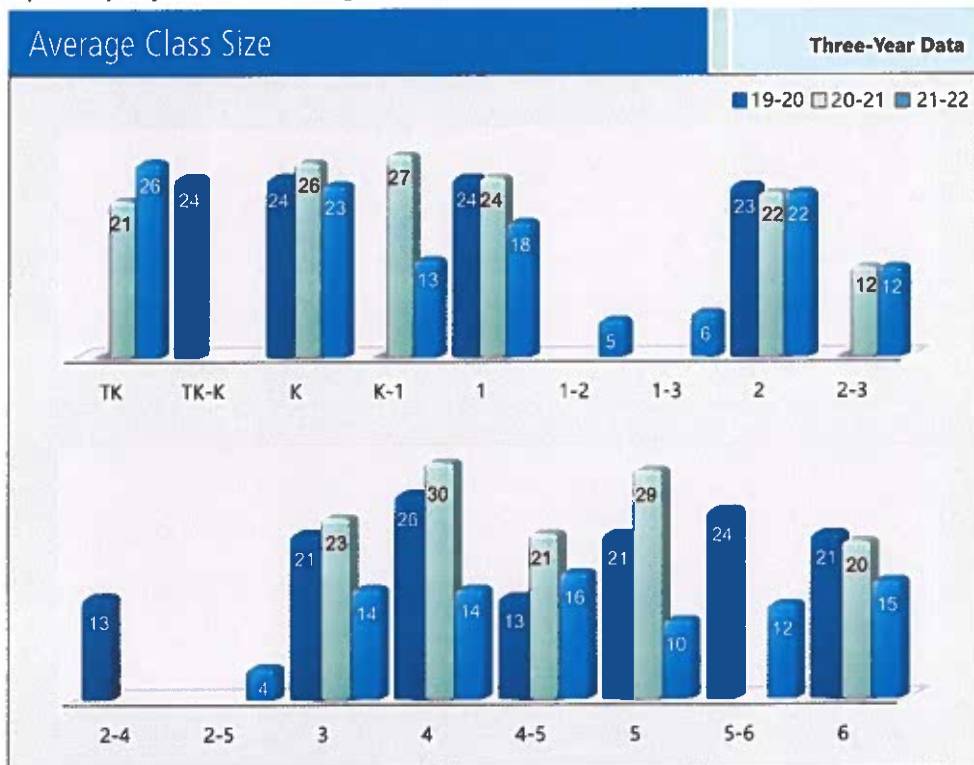
The bar graph displays the total number of students enrolled in each grade for the 2020-21 school year.





Class Size Distribution

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



Number of Classrooms by Size							Three-Year Data		
	2019-20			2020-21			2021-22		
Grade	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK					1			1	
TK-K		1							
K		1			1			1	
K-1					1		2		
1		2			1		1		
1-2							1		
1-3							2		
2		2			1			1	
2-3				1			2		
2-4	1								
2-5							1		
3		2			1		1	1	
4		2			1		1	1	
4-5	1			1	1		1	1	
5		1			1		2	1	
5-6		1					1		
6	1	1		1	1		1	2	

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





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.

Suspensions and Expulsions					Two-Year Data	
	La Mirada ES		San Ysidro SD		California	
	20-21	21-22	20-21	21-22	20-21	21-22
Suspension rates	0.0%		0.0%		0.2%	
Expulsion rates	0.0%		0.0%		0.0%	

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

This table shows the school, district, and state suspension and expulsion rates collected between July through February, partial school year due to the COVID-19 pandemic.

Suspensions and Expulsions				2019-20 School Year	
	La Mirada ES		San Ysidro SD		California
	19-20		19-20		19-20
Suspension rates	0.3%		2.5%		2.5%
Expulsion rates	0.0%		0.0%		0.1%

Note: The 2019-20 suspensions and expulsions rate data are not comparable to other year data because the 2019-20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-20 school year compared to other school years.

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group			2021-22 School Year	
Student Group	Suspensions Rate	Expulsions Rate		
All Students				
Female				
Male				
Non-Binary				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

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) Principals Academy, School Business Academy, Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues Conference, etc.

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2020-21	85
2021-22	110
2022-23	125

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.



California Physical Fitness Test

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

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

California Physical Fitness Test					2021-22 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	81.3%	81.3%	81.3%	81.3%	81.3%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2021-22 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

Types of Services Funded

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

Federal funds

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

State funds

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





SARC Reporting in the 2020–21 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

The CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

CAASPP Test Results in Science for All Students (grades 5, 8 and high school)

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	20-21	21-22	20-21	21-22	20-21	21-22
Science	⌘		⌘		28.72%	

CAASPP Test Results in ELA and Mathematics for All Students taking and completing a state-administered assessment

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	20-21	21-22	20-21	21-22	20-21	21-22
English language arts/literacy	*		*		*	
Mathematics	*		*		*	

⌘ This school did not test students using the CAASPP for Science.

* Data for 2020–21 are not comparable to other year data due to the COVID-19 pandemic during the 2020–21 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020–21 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020–21 school year to other school years.

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 ten, eleven, or twelve).



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.

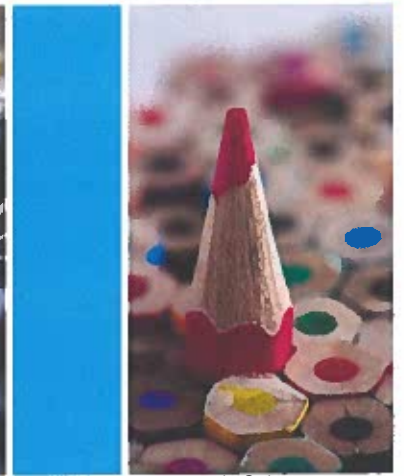
Note: The number of students tested includes all students who participated in the test whether they received a score or not. However, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only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



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

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.

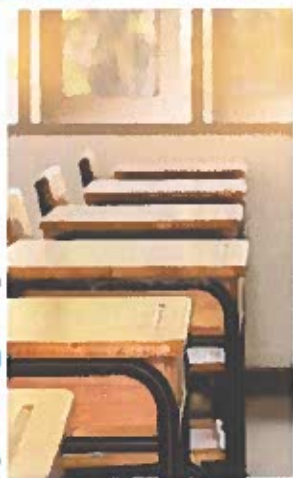




CAASPP Test Results by Student Group: Mathematics (grades 3-6)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 8, 2022, 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		2022-23 School Year
Subject	Textbook	Adopted
Reading/language arts	<i>Benchmark Advance</i> (English for K-6)	2018
Reading/language arts	<i>Adelante</i> (Spanish K-3 for Dual Language)	2018
Reading/language arts	<i>Benchmark Steps to Advance</i> (2-6 SDC)	2018
English Language Development	<i>Benchmark Advance</i> (K-6)	2018
Mathematics	<i>My Math</i> , McGraw-Hill (K-5)	2017
Mathematics	<i>SpringBoard</i> , College Board (6)	2017
Science/Health	Pilot materials: Carolina Building Blocks of Science & TWIG Science (K-5)	Pending
Science/Health	Pilot materials: McGraw Hill CA Inspire Science, Accelerate Learning STEMscopes & TWIG Science (6)	Pending
History/Social Science	<i>HSS Pilot: State approved publishers - TBD</i>	Pending

Quality of Textbooks

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

Quality of Textbooks		2022-23 School Year
Criteria		Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?		Yes

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.

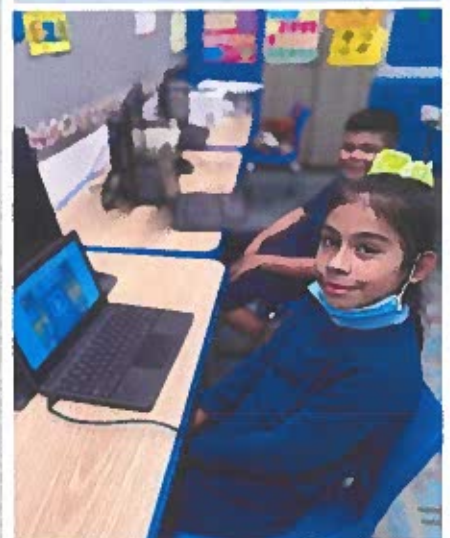
Currency of Textbooks		2022-23 School Year
Data collection date		9/8/2022

✦ 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	
2022-23 School Year	
Reading/language arts	0%
Mathematics	4%
Science	4%
History/social science	13%
Visual and performing arts	✦
Foreign language	✦
Health	✦
Insufficiency of instructional materials was declared because of missing textbooks due to higher enrollment, textbooks not returned or taken out of circulation for wearing away for the following subjects/grades:	
- TK: Mathematics, science and history social science (HSS) - Kindergarten: History social science	
Insufficiency will be solved as follows:	
- District will purchase MyMath materials for TK. - District is about to complete the Science Pilot, which includes grades TK-8. - District will begin the piloting process for HSS materials at all Elementary schools in January 2023.	





School Facility Good Repair Status

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

School Facility Good Repair Status		2022-23 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)		Poor
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		Fair
Date of the most recent school site inspection		10/6/2022

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.

Deficiencies and Repairs		2022-23 School Year
Items Inspected	Deficiencies and Action Taken or Planned	Date of Action
Interior	Missing panel on wall: Cafeteria and Rooms 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19 and 20. Stained/Broken ceiling tiles: Rooms 22, 23 and 24. Work orders submitted.	November 2022
Electrical	Burned out light bulbs: Room 21 and 23. Work orders submitted.	November 2022
Restrooms/fountains	Water Pressure is low: Kitchen. Toilet seat is loose: Boys & Girls restroom and Room 21. Work orders submitted.	November 2022
External	Stucco cracks around school exterior. Work in progress of fixing.	November 2022

School Facilities

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

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

Cleaning Process

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

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

Maintenance and Repair

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

La Mirada Modernization

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



"Our commitment is to band together, celebrate our diligence, and put forth all energies to continue down this path of excellence."



Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. This table displays 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)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)						
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)						
Unknown						
Total Teaching Positions						

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

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

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





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

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

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

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

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

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

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

Class Assignments

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

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

Class Assignments	Two-Year Data	
	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	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%	

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.

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

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



Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2021-22 School Year	
	Ratio
Pupils to Academic counselors	◇
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	1.00
Resource specialist (nonteaching)	0.00
◇ Not applicable	
* 3 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.	
** 1 District Nurse to oversee all schools and is available for all students.	



Financial Data

The financial data displayed in this SARC is from the 2020-21 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		2020-21 Fiscal Year
	San Ysidro SD	Similar Sized District
Beginning teacher salary		
Midrange teacher salary		
Highest teacher salary		
Average elementary school principal salary		
Average middle school principal salary		
Superintendent salary		
Teacher salaries: percentage of budget		
Administrative salaries: percentage of budget		

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		2020-21 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
La Mirada ES	\$7,301	\$99,887
San Ysidro SD	\$9,265	\$98,488
California		
School and district: percentage difference	-21.2%	+1.4%
School and California: percentage difference		

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 Month Year.

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	
2020-21 Fiscal Year	
Total expenditures per pupil	\$7,828
Expenditures per pupil from restricted sources	\$527
Expenditures per pupil from unrestricted sources	\$7,301
Annual average teacher salary	\$99,887



Expenditures Per Pupil

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

School Accountability Report Card

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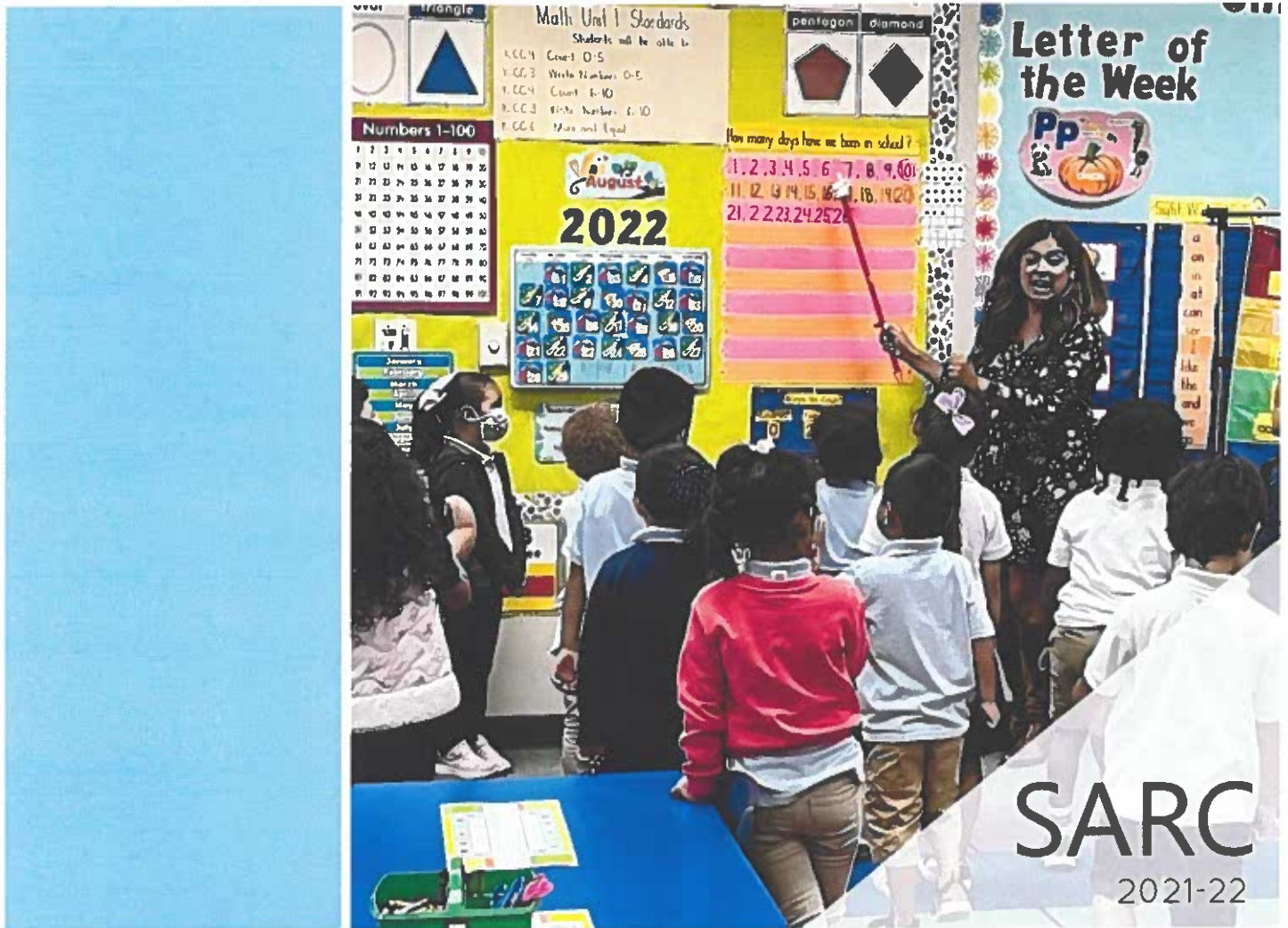
School Accountability Report Card

Published in 2022-23

~Ocean View Hills ~



Board approved: January 23, 2023



SARC
2021-22

School Accountability
Report Card
Published in 2022-23

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 Elementary School, home of Dolphins. Ocean View Hills offers a comprehensive curriculum for all our students. We are a professional learning community dedicated to the academic success and character development of all our students. Our faculty collaborates, plans and implements research-based instructional practices designed to maximize student achievement.

Our top priorities are safety, attendance, academic growth and character education. In addition, due to COVID-19, we have adapted a mental health and well-being component in our school day to ensure that our students have support during these trying times. 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

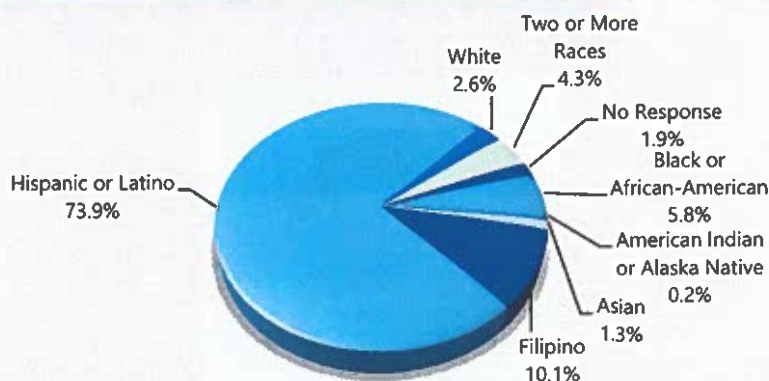
For more information on how to become involved, please contact the school at (619) 661-0457.

Enrollment by Student Group

The total enrollment at the school was 1,079 students for the 2021-22 school year. The pie chart displays the percentage of students enrolled in each group.

Demographics

2021-22 School Year



ASCIENDE

#SYSDDUnited

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

Rosaleah Pallasigue, President

Irene Lopez, Vice President

Zenaida Rosario, Clerk

Rudy Lopez, Member

Antonio Martinez, Member

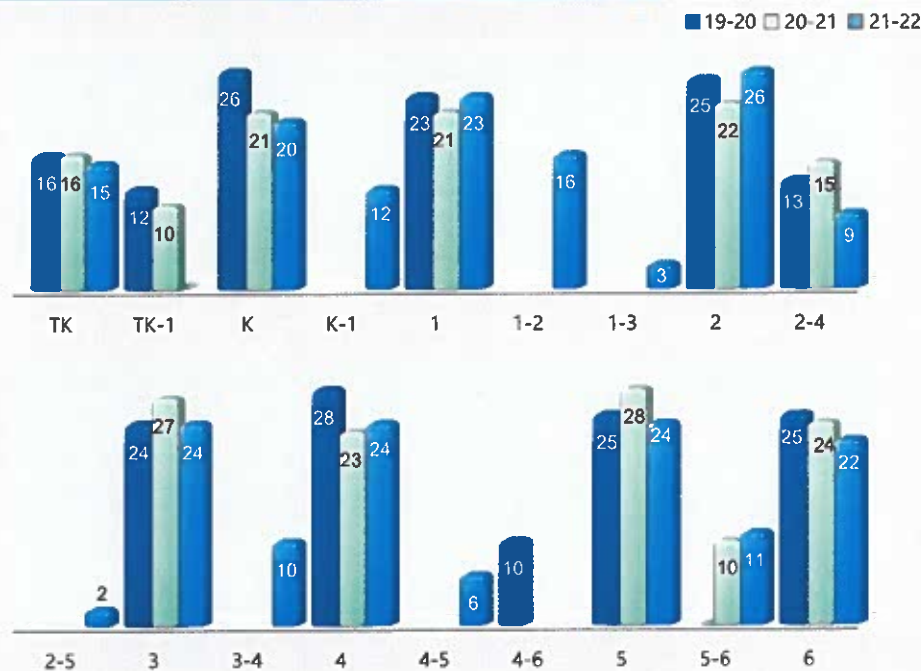


Class Size Distribution

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

	2019-20			2020-21			2021-22		
Grade	Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+
TK	2			2			2		
TK-1	1			1					
K		6		2	4		1	6	
K-1							1		
1		6			4			6	
1-2							1	1	
1-3							1		
2		5			6			6	
2-4	1			1			1		
2-5							1		
3	2	3			5			6	
3-4							1		
4		5		2	3		1	5	
4-5							1		
4-6	2								
5	1	4			5		1	4	
5-6				1			2		
6		6		2	3		1	5	

Enrollment by Student Group

Demographics

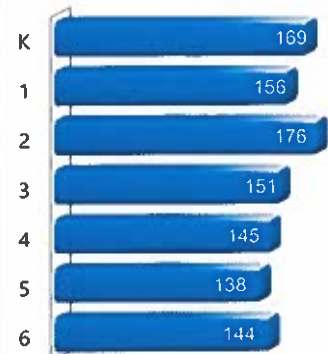
2021-22 School Year

Female	
Male	
Non-Binary	
English learners	
Foster youth	
Homeless	
Migrant	
Socioeconomically Disadvantaged	
Students with Disabilities	

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2020-21 school year.

2021-22 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.

Suspensions and Expulsions				Two-Year Data	
	Ocean View Hills ES		San Ysidro SD		California
	20-21	21-22	20-21	21-22	20-21
Suspension rates	0.0%		0.0%		0.2%
Expulsion rates	0.0%		0.0%		0.0%

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

This table shows the school, district, and state suspension and expulsion rates collected between July through February, partial school year due to the COVID-19 pandemic.

Suspensions and Expulsions				2019-20 School Year	
	Ocean View Hills ES		San Ysidro SD		California
	19-20		19-20		19-20
Suspension rates	0.4%		2.5%		2.5%
Expulsion rates	0.0%		0.0%		0.1%

Note: The 2019-20 suspensions and expulsions rate data are not comparable to other year data because the 2019-20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-20 school year compared to other school years.

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group			2021-22 School Year	
Student Group	Suspensions Rate	Expulsions Rate		
All Students				
Female				
Male				
Non-Binary				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

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) Principals Academy, School Business Academy, Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues Conference, etc.

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2020-21	85
2021-22	110
2022-23	125

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.



California Physical Fitness Test

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

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

California Physical Fitness Test					2021-22 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	90.5%	90.5%	91.2%	90.5%	90.5%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group					2021-22 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

Types of Services Funded

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

Federal funds

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

State funds

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





SARC Reporting in the 2020–21 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

The CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

CAASPP Test Results in Science for All Students (grades 5, 8 and high school)

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	20-21	21-22	20-21	21-22	20-21	21-22
Science	..		..		28.72%	

CAASPP Test Results in ELA and Mathematics for All Students taking and completing a state-administered assessment

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	20-21	21-22	20-21	21-22	20-21	21-22
English language arts/literacy	*		*		*	
Mathematics	*		*		*	

.. This school did not test students using the CAASPP for Science.

* Data for 2020–21 are not comparable to other year data due to the COVID-19 pandemic during the 2020–21 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020–21 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020–21 school year to other school years.

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 ten, eleven, or twelve).



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 Standards					2021-22 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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: Mathematics (grades 3-6)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.





Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 8, 2022, 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		2022-23 School Year
Subject	Textbook	Adopted
Reading/language arts	<i>Benchmark Advance</i> (English for K-6)	2018
Reading/language arts	<i>Adelante</i> (Spanish K-3 for Dual Language)	2018
Reading/language arts	<i>Benchmark Steps to Advance</i> (2-6 SDC)	2018
English Language Development	<i>Benchmark Advance</i> (K-6)	2018
Mathematics	<i>My Math</i> , McGraw-Hill (K-5)	2017
Mathematics	<i>SpringBoard</i> , College Board (6)	2017
Science/Health	Pilot materials: Carolina Building Blocks of Science & TWIG Science (K-5)	Pending
Science/Health	Pilot materials: McGraw Hill CA Inspire Science, Accelerate Learning STEMscopes & TWIG Science (6)	Pending
History/Social Science	HSS Pilot: State approved publishers - TBD	Pending

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		2022-23 School Year
Data collection date		9/8/2022

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

Due to the pandemic, a COVID-19 school plan has been adopted for the district and our school site for the 2022-23 school year. The COVID-19 Safety Plan has been posted on the district and school website.

✦ 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	
2022-23 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	7%
Visual and performing arts	✦
Foreign language	✦
Health	✦
Insufficiency of instructional materials was declared because of missing textbooks due to higher enrollment, textbooks not returned or taken out of circulation for wearing away for the following subjects/grades:	
- Kindergarten: history social science (HSS) - K-5: history social science (Spanish)	
Insufficiency will be solved as follows:	
District will begin the piloting process for HSS materials at all Elementary schools in January 2023.	



Quality of Textbooks

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

Quality of Textbooks	
2022-23 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		2022-23 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 school site inspection		10/6/2022

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.

Deficiencies and Repairs		2022-23 School Year
Items Inspected	Deficiencies and Action Taken or Planned	Date of Action
Interior	Stained ceiling tiles: Rooms 4, 5 and 6. Work orders submitted.	December 2022
Electrical	Burned out lightbulbs: Multipurpose room, rooms 1, 2, 3, 4, 5, 6, 7, 8, and restroom in room 16. Work orders submitted.	December 2022
Restrooms/fountains	Loose toilet seats: Boys and Girls restrooms; Leaking sink: Room 9; Leaking faucet: Room 10; Low water pressure: Rooms 20 and 39; Loose sink: Room 23. Work orders submitted.	December 2022
Structural	Unspecified roof deficiency: School exterior.	Unknown at this time

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.



"Our top priorities are safety, attendance, academic growth and character education."





Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. This table displays 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)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)						
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)						
Unknown						
Total Teaching Positions						

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

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

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





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

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

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

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

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

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

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

Class Assignments

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

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

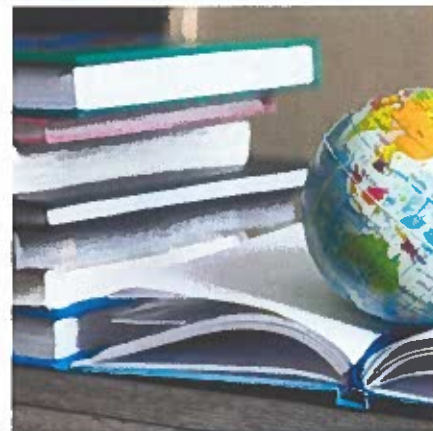
Class Assignments		Two-Year Data	
Indicator		2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)		0.0%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with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

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.

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

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



Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2021-22 School Year	
	Ratio
Pupils to Academic counselors	◇
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	1.25
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	2.00
Resource specialist (nonteaching)	0.00
◇ Not applicable. * 3 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services. ** 1 District Nurse to oversee all schools and is available for all students.	



Financial Data

The financial data displayed in this SARC is from the 2020-21 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		2020-21 Fiscal Year
	San Ysidro SD	Similar Sized District
Beginning teacher salary		
Midrange teacher salary		
Highest teacher salary		
Average elementary school principal salary		
Average middle school principal salary		
Superintendent salary		
Teacher salaries: percentage of budget		
Administrative salaries: percentage of budget		

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		2020-21 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Ocean View Hills ES	\$5,855	\$100,123
San Ysidro SD	\$9,265	\$98,488
California		
School and district: percentage difference	-36.8%	+1.7%
School and California: percentage difference		

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 Month Year.

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	
2020-21 Fiscal Year	
Total expenditures per pupil	\$6,059
Expenditures per pupil from restricted sources	\$204
Expenditures per pupil from unrestricted sources	\$5,855
Annual average teacher salary	\$100,123



Expenditures Per Pupil

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

School Accountability Report Card

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San Ysidro

School District **EST - 1887**

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

Educational Services Department

School Accountability Report Card

Published in 2022-23

~San Ysidro Middle ~



Board approved: January 23, 2023



San Ysidro

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SARC

2021-22

School Accountability
Report Card
Published in 2022-23

San Ysidro Middle School

Grades 7-8
CDS Code 37-68379-6098453

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



Principal's Message

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

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

School Mission Statement

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

School Vision Statement

Environment

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

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

Opportunity

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

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

21st Century Skills

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

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

Success

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

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

School Safety

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

San Ysidro Middle School places a strong emphasis on safety for students and staff. Emergency plans are reviewed frequently. Annual training procedures and drills for earthquakes, fires, intruders and bus evacuations are held according to district requirements. Maintenance staff works with a scheduled preventive program to offset costly repairs. The staff models and reviews safe behaviors and practices with the students regularly. The school safety plan was last reviewed, updated and discussed with the school faculty in October 2022.



#SYSDDUnited

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

Rosaleah Pallasigüe, President

Irene Lopez, Vice President

Zenaida Rosario, Clerk

Rudy Lopez, Member

Antonio Martinez, Member



Enrollment by Student Group

The total enrollment at the school was 504 students for the 2021-22 school year. The pie chart displays the percentage of students enrolled in each group.

Demographics

2021-22 School Year

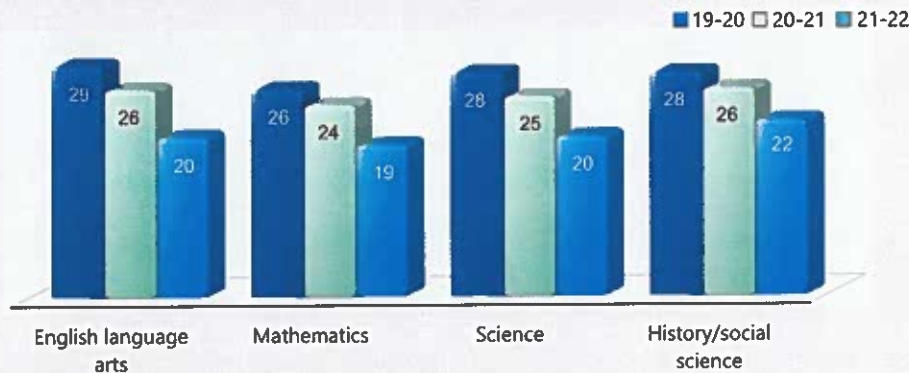


Class Size Distribution

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.

Average Class Size

Three-Year Data



Number of Classrooms by Size

Three-Year Data

	2019-20			2020-21			2021-22		
Subject	Number of Students								
	1-22	23-32	33+	1-22	23-32	33+	1-22	21-32	33+
English language arts	4	10	8	6	10	7	12	13	
Mathematics	6	16	2	7	15	2	16	11	
Science	4	16	3	6	17	1	14	11	
History/social science	4	9	9	6	10	7	9	13	1

Enrollment by Student Group

Demographics

2021-22 School Year

Female	
Male	
Non-Binary	
English learners	
Foster youth	
Homeless	
Migrant	
Socioeconomically Disadvantaged	
Students with Disabilities	

Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2020-21 school year.

2021-22 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.

Suspensions and Expulsions					Two-Year Data	
	San Ysidro MS		San Ysidro SD		California	
	20-21	21-22	20-21	21-22	20-21	21-22
Suspension rates	0.0%		0.0%		0.2%	
Expulsion rates	0.0%		0.0%		0.0%	

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

This table shows the school, district, and state suspension and expulsion rates collected between July through February, partial school year due to the COVID-19 pandemic.

Suspensions and Expulsions				2019-20 School Year
	San Ysidro MS		San Ysidro SD	California
	19-20		19-20	19-20
Suspension rates	11.3%		2.5%	2.5%
Expulsion rates	0.0%		0.0%	0.1%

Note: The 2019-20 suspensions and expulsions rate data are not comparable to other year data because the 2019-20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-20 school year compared to other school years.

Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group			2021-22 School Year
Student Group	Suspensions Rate	Expulsions Rate	
All Students			
Female			
Male			
Non-Binary			
American Indian or Alaska Native			
Asian			
Black or African American			
Filipino			
Hispanic or Latino			
Native Hawaiian or Pacific Islander			
Two or More Races			
White			
English Learners			
Foster Youth			
Homeless			
Socioeconomically Disadvantaged			
Students Receiving Migrant Education Services			
Students with Disabilities			

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) Principals Academy, School Business Academy, Project GLAD training, English Learner Roadmap, Nonviolent Crisis Intervention, Homeless Conference, AVID Institutes, Critical Issues Conference, etc.

Professional Development Days

Number of school days dedicated to staff development and continuous improvement

2020-21	85
2021-22	110
2022-23	125

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.



California Physical Fitness Test

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

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

California Physical Fitness Test

2021-22 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	96.2%	96.2%	96.2%	95.7%	96.2%

Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group

2021-22 School Year

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students				
Female				
Male				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

Types of Services Funded

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

Federal funds

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

State funds

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





SARC Reporting in the 2020–21 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

The CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

CAASPP Test Results in Science for All Students (grades 5, 8 and high school)

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
Subject	San Ysidro MS		San Ysidro SD		California	
	20-21	21-22	20-21	21-22	20-21	21-22
Science	⚡		⚡		28.72%	

CAASPP Test Results in ELA and Mathematics for All Students taking and completing a state-administered assessment

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

Percentage of Students Meeting or Exceeding State Standard					Two-Year Data	
Subject	San Ysidro MS		San Ysidro SD		California	
	20-21	21-22	20-21	21-22	20-21	21-22
English language arts/literacy	*		*		*	
Mathematics	*		*		*	

⚡ This school did not test students using the CAASPP for Science.

* Data for 2020–21 are not comparable to other year data due to the COVID-19 pandemic during the 2020–21 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020–21 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020–21 school year to other school years.

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 ten, eleven, or twelve).



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)

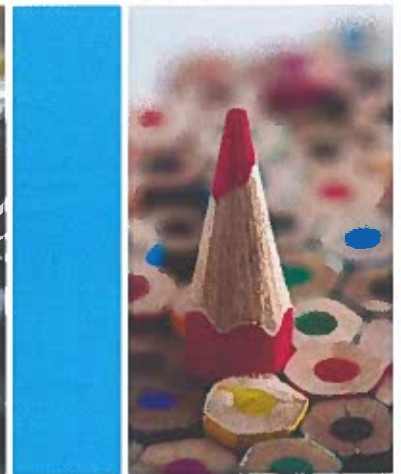
Percentage of Students Meeting or Exceeding State Standards

2021-22 School Year

Science

Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.

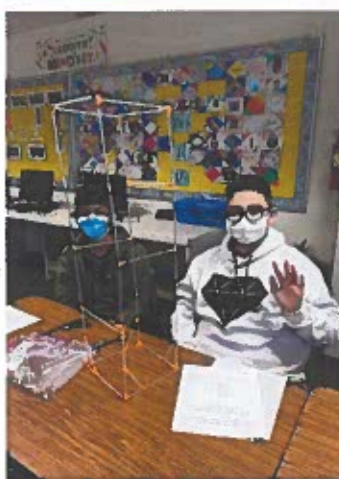




CAASPP Test Results by Student Group: English Language Arts (grades 7-8)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.

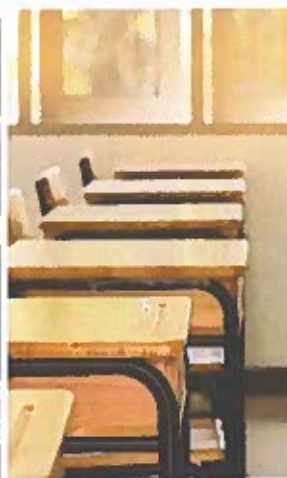




CAASPP Test Results by Student Group: Mathematics (grades 7-8)
For students taking and completing a state-administered assessment.

Percentage of Students Meeting or Exceeding State Standards					2021-22 School Year
Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or more races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically disadvantaged					
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.





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		2022-23 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		Poor
Restrooms/fountains: Restrooms, sinks and drinking fountains		Poor
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		Fair
Date of the most recent school site inspection		8/11/2022

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.

Deficiencies and Repairs		2022-23 School Year
Items Inspected	Deficiencies and Action Taken or Planned	Date of Action
Systems	Vent Dirty: Electrical Room. Work orders submitted.	November 2022
Interior	Tall shelves not secured: Kitchen Office & Pantry; Stained/Dirty Carpet: Music Rm & Library; Ceiling Leaking: Cafeteria; Damaged wall tile: Stage lift; Stained/dirty ceiling tiles: Meeting rm 1, Boys PE Coach Office, Room 704, All Gender restroom in 200 Bldg., and Rm 706; Chipped paint on walls: Meeting rm 2; Cracking ceiling: 300 Custodial Rm; Loose/worn ceiling tiles: YMCA & ASB Rms; Missing baseboard: Rm 506; Raised floor/trip hazard: 705 Sensory Rm; Graffiti: Boys Restrooms in 700 Bldg. Work orders submitted.	November 2022
Cleanliness	Clutter: Storage Rm & 700 Supply rm; Dirty carpet: Library; Graffiti/interior pain needed: Boys PE. Work orders submitted.	November 2022
Electrical	Lights Out: Custodian Rm, Men's Restroom, Practice 4, Stage Lift, Chair Storage, Library Custodian, Boys PE, Boys PE Coach Office, 200 All Gender RR, 700 Utility Rm, 104 Lead YMCA Rm, 103 Mailroom & 102 Testing Office; Appliances plugged into power strip: Custodian Cafeteria, Supply rm & Rm 706; Damaged solar panel and light out: Parking lot Library; Daisy chained power strips under desk: Admin. Assistant; Light switch blocked: File Rm; Cover missing: Office 2 & 700 Supply Rm; Two broken cover plates: Rm 309; Missing diffusers/missing clock: Boys PE, 600 Custodial, 700 Electrical & 700 Supply Rm; Power strips plugged into power strips: ASB Rm & 705 Sensory Rm; Fish tank plugged into power strip: Rm 601. Work orders submitted.	November 2022

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.



Continued on page 11

Deficiencies and Repairs, *continued from page 10*

Deficiencies and Repairs		2022-23 School Year
Items Inspected	Deficiencies and Action Taken or Planned	Date of Action
Restrooms/fountains	Hand dryer not working: Staff Restroom; No menstrual products or dispenser: Women's Restroom; Missing soap dispensers: Girl's RR in Cafeteria; Loose toilet seats: 300 Boys & Girls RR, 200 All Gender RR and Boys & 700 Girls RR; Dirty sink: YMCA; Outside fountain partially inoperable: Room 407, Boys PE, Girls PE, 600 Faculty Women RR, and 700 Boys RR; Locked bathroom: Boys PE-Loose door handle/towel holder missing cover: Rm 601; Dirty vent: 600 Men's RR; Restroom & Fountain deficiency not recorded: 705 Sensory Rm and 700 Patio; Three urinals low flow: Boys RR. Work orders submitted.	November 2022
Safety	Roof leaking: Staff Dining; Ceiling/stucco peeling paint: Custodian Rm and Boys PE; Storage stacked too close to ceiling: Stage storage; Exit signs out of date/expired: Back Stage, Stage & Boys PE; Items stacked too high on shelves: Storage; Safety Deficiency not recorded: Old Attendance Office; Fire Extinguisher not mounted: ASB & Sports storage; Extension cord near sink: Girls PE Office. Work orders submitted.	November 2022
Structural	Paint peeling around room: Staff Dining; Plaster damage: Music Rm & Supply Rm; Leaking roof gutters: YMCA; Dented ceiling beams: 408 Sunshade; Rust holes outside charge box: Boys PE; Cracked walls: BPE Coach Office; Dry rot on fascia: 700 Utility Rm. Work orders submitted.	November 2022
External	Landscape light peeling paint: MCC Storage; Door paint chipped: Women's RR Lobby; Fascia rusted: Lobby; Paint peeling: Cafeteria; Paint chipped on doors: Chair Storage; Perimeter fence has rust and peeling paint: Library Custodian; Missing door sign: 300 Boys RR; Cracks on Playing surface: Indoor Soccer; Trip hazard: Boys PE; Sign missing/RR door broken: Boys PE; Broken exterior sign: 700 Electrical; Damaged door: 700 Utility Room; Weeds/worn table: 700 Patio. Work orders submitted.	November 2022

Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 8, 2022, 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		2022-23 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	Pilot materials: McGraw Hill CA Inspire Science & Accelerate Learning STEMscopes (7-8)	Pending
History/Social Science	Pilot materials: TCI History Alive! & McGraw Hill Impact CA Social Science	Pending
Spanish (Elective)	Realidades, Prentice Hall	2008

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	
2022-23 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	✦
Foreign language	0%
Health	✦
✦ Not applicable.	

Currency of Textbooks

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

Currency of Textbooks	
2022-23 School Year	
Data collection date	9/8/2022

Quality of Textbooks

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

Quality of Textbooks	
2022-23 School Year	
Criteria	Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes



Teacher Preparation and Placement

The teacher data displayed in this SARC is from the 2020-21 and the 2021-22 school years. This table displays 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)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)						
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)						
Unknown						
Total Teaching Positions						

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

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

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





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

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

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

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

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

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

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

Class Assignments

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

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

Class Assignments	Two-Year Data	
	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	
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%	

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.

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

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

Academic Counselors and School Support Staff

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

Ratio of Pupils to Academic Counselors and School Support Staff Data	
2021-22 School Year	
	Ratio
Pupils to Academic counselors	500:1
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	1.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.43*
Nurse	0.14**
Speech/language/hearing specialist	0.20
Resource specialist (nonteaching)	1.00

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

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

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 and in the English Language 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.

Continued on page 14



Financial Data

The financial data displayed in this SARC is from the 2020-21 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	2020-21 Fiscal Year	
	San Ysidro SD	Similar Sized District
Beginning teacher salary		
Midrange teacher salary		
Highest teacher salary		
Average elementary school principal salary		
Average middle school principal salary		
Superintendent salary		
Teacher salaries: percentage of budget		
Administrative salaries: percentage of budget		

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.

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	2020-21 Fiscal Year	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
San Ysidro MS	\$6,636	\$91,860
San Ysidro SD	\$9,265	\$98,488
California		
School and district: percentage difference	-28.4%	-6.7%
School and California: percentage difference		

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 Month Year.

Parental Involvement

Continued from page 13

We currently have active parent engagement in the following school and district-wide committees: ELAC, District English Language 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 Manuel Bojorquez at (619) 428-5551, or Maria Gomez, Administrative Secretary at (619) 428-5551 Ext. 3298.

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	
2020-21 Fiscal Year	
Total expenditures per pupil	\$6,785
Expenditures per pupil from restricted sources	\$149
Expenditures per pupil from unrestricted sources	\$6,636
Annual average teacher salary	\$91,860

School Accountability Report Card

PUBLISHED BY:

SIA School
Innovations
& Achievement
www.sia-us.com | 800.487.9234

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: EXTENDED SCHOOL YEAR 2023 WAIVER

BACKGROUND INFORMATION:

Ed Code or CCR to Waive: 3043 Extended School Year (ESY) services shall be provided for each individual with exceptional needs who has unique needs and requires special education and related services in excess of the regular academic year. Such individuals shall have disabilities which are likely to continue indefinitely or for a prolonged period, and interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible, or unlikely that the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability condition. The lack of clear evidence of such factors may not be used to deny an individual an Extended School Year program if the Individualized Education Program (IEP) team determines the need for such a program and includes ESY in the IEP pursuant to subsection (f).

The Special Education Department recommends that the Governing Board approves the request to provide ESY services for fewer than 20 days with the condition that 60 instructional hours or more be provided to the preschool program, and 80 instructional hours or more be provided to the K-Adult program. A minimum of 76 hours of instruction may be provided to K-Adult if a holiday is included. In addition, special education and related services offered during the extended year period must be comparable in standards, scope, and quality to the special education program offered during the regular academic year as required by *California Code of Regulations*, Title 5, (5 CCR), Section 3043(d).

RECOMMENDATION:

Approve the Waiver for Extended School Year 2023 to reduce the number of instructional days provided to special education students.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.20: Implement Intersession Program for an expanded learning opportunity to provide enrichment programs to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

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

Financial Implications?

☐ Yes ☒ No

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

☐ Yes ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: UPDATED PROJECT LEAD THE WAY PARTICIPATION FOR 2022-23

BACKGROUND INFORMATION:

Project Lead The Way (PLTW) provides transformative learning experiences for K-12 students and teachers across the United States. PLTW creates an engaging, hands-on classroom environment and empower students to develop in-demand knowledge and skills they need to thrive. PLTW offers different programs, and our District has been using the *Launch Program* at our elementaries and the *Gateway Program* at our middle schools.

The Project Lead The Way participation for this school year was approved by our Governing Board on June 9, 2022, and it needs to be updated to include the *Launch Program* at Vista Del Mar Middle.

RECOMMENDATION:

Approve the update to the Project Lead the Way participation to include the *Launch Program* at Vista Del Mar Middle during the 2022-23 school year at the total cost of \$950.00 from the Title IV fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.7 Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as college readiness and STEM. In addition, middle schools will offer electives such as AVID, Computer Science (PLTW), Spanish, VAPA, and programs such as Gifted and Talented Education (GATE). Elementary schools will also offer the GATE and PLTW programs. These programs promote equal access for all students, including unduplicated students and students with disabilities.

☐ Renewal ☐ New ☒ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

\$950.00

(Amount)

Title IV fund

(Name of funding source and/or location)

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



Invoice

Project Lead The Way
5939 Castle Creek Parkway North Dr.
Indianapolis, IN 46250-4343

Phone: 1-(877)-335-7589

Date 12/21/2022
Invoice # 375687
Terms Net 30
Due Date 1/20/2023
PO #
Ship Date

Bill To

Attn: Accounts Payable
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro CA 92173

Ship To

Vista Del Mar
4885 Del Sol Blvd
San Diego, CA 92154

Quantity	Item and Description	Unit Price	Amount
1	PLTW Gateway Participation-2022/2023 PG-0220220184830 - PLTW Gateway Participation Fee - 2022/2023 School Year per PLTW Agreement... **Due Date August 31, 2022**	\$950.00	\$950.00

To pay via EFT/ACH please utilize the following information:

Subtotal

\$950.00

Bank Name: Old National Bank
Bank Address: One Main Street, Evansville, Indiana 47708
Beneficiary: Project Lead The Way, Inc - Operating Account
Bank Account Number: 103369802
Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Total Tax (0%) \$0.00

Total \$950.00

Amount Paid \$0.00

Balance Due \$950.00

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: 2ND ANNUAL SAN YSIDRO SCHOOL DISTRICT SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) FAIR

BACKGROUND INFORMATION:

The first District's Science, Technology, Engineering and Mathematics (STEM) Fair was a great success and for this reason Educational Services is requesting approval to host the Second STEM Fair at Smythe Elementary. This event is scheduled for April 28, 2023, from 2:00-4:00 p.m. and it is being organized by the SciPhy teachers with the objective of presenting STEM/Mindfulness/ PE topics and projects to our parents and the San Ysidro Community.

The SciPhy team is working in collaboration with community resources such as the Ruben H Fleet Science Center. Attendees will have the opportunity to see and interact with different displays from the SciPhy curriculum. The team will prepare interactive activities for each grade level. There will be STEM, Physical Education, and Mindfulness activities which represent the scope of the work that the SciPhy Team implements. Some of the activities will be student-led. In addition, students will sing STEM songs for primary grade levels.

Cost implications for this event include refreshments for attendees and materials needed for the SciPhy program.

RECOMMENDATION:

Approve the 2nd Annual San Ysidro School District Science, Technology, Engineering and Mathematics (STEM) Fair scheduled for April 28, 2023, at the cost of \$5,000.00 from the Title IV Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Culture, Action 3.8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year.

Goal 5 Parent Engagement, Action 5.7: Create opportunities that provide families/students to engage in positive academic and service opportunities at schools to increase satisfaction with educational system and supports to families. (e.g., STEM Fair, Military Families Fair, Resource Fair)

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

\$5,000.00

(Amount)

Title IV Fund

(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director ☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF THE REVISED SAN YSIDRO SCHOOL DISTRICT
INSTRUCTIONAL MATERIALS LIST FOR THE 2022-2023 SCHOOL YEAR

BACKGROUND INFORMATION:

In 2000, a lawsuit against the State of California, State Board of Education and California Department of Education claimed that the State failed to provide poor and under privileged students with equal educational opportunities. All California schools are now impacted by the result of the Williams Lawsuit Settlement, enacted into law in September 2004. The law seeks to ensure that all students have equal access to the basics of a quality education, including textbooks and instructional materials, safe and decent school facilities, and qualified teachers. Each year during the first 2 weeks of school, selected schools are visited to ensure that the sites meet all the requirements of Williams Settlement.

This list was originally approved by our Governing Board on August 11, 2022. It has been revised to include the pilot process of History Social Studies materials for the elementary schools.

RECOMMENDATION:

Approve the revised San Ysidro School District Instructional Materials/Textbook List for the 2022-2023 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

☐ Renewal ☐ New ☐ Amendment ☐ Ratify ☒ Other - REVISED

Financial Implications?

Are funds for this item available in the 2022-2023 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

Superintendent's Office Certification:

San Ysidro School District Instructional Materials 2022-2023

Revised 01/17/2023

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
TK (Transitional Kinder)	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018 Scholastic Big Day--2010 Scholastic Big Day--2010 Scholastic Big Day--2010 Benchmark Advance English Language Development - 2018
Kinder	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018
First Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
Second Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) – 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018
Third Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante - 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018
Fourth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
Fourth Grade (Continue)	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development – 2018
Fifth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018
Sixth Grade	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) College Board Springboard – 2017 <i>Pilot materials:</i> McGraw Hill CA Inspire Science, Accelerate Learning STEMscopes & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018 College Board Springboard - 2017 <i>Pilot materials:</i> McGraw Hill CA Inspire Science, Accelerate Learning STEMscopes & TWIG Science (current pilot 2022-2023) <i>Pilot materials:</i> State Approved Publishers - TBD Benchmark Advance English Language Development - 2018

Grade	Program	Instructional Materials/Textbooks and Copyright Dates
Seventh Grade	English Language Arts <i>English Mainstream, SEI, and SDC</i>	Amplify ELA -2018
	ELD	ELD Amplify Interactive Reader & Study Teacher Guide - 2018
	Mathematics	College Board SpringBoard - 2017
	History/Social Science	<i>Pilot materials: TCI History Alive! (current pilot 2022-2023)</i> <i>McGrawHill Impact CA Social Science</i>
	Science	<i>Pilot materials: McGraw Hill CA Inspire Science & TWIG Science (current pilot 2022-2023)</i>
	Elective	Spanish Prentice Hall--Realidades -- 2008

Eighth Grade	English Language Arts <i>English Mainstream, SEI, and SDC</i>	Amplify ELA -2018
	ELD	ELD Amplify Interactive Reader & Study Teacher Guide - 2018
	Mathematics	College Board SpringBoard - 2017
	History/Social Science	<i>Pilot materials: TCI History Alive! (current pilot 2022-2023)</i> <i>McGrawHill Impact CA Social Science</i>
	Science	<i>Pilot materials: McGraw Hill CA Inspire Science & TWIG Science (current pilot 2022-2023)</i>
	Elective	Spanish Prentice Hall--Realidades -- 2008

Revised August 2016 per Williams team suggestions – Revised July 2017 per Math adoption – Revised July 2020 per ELA/ELD adoption – Revised July 2021 per Science Pilot, Revised July 2022 per Science & HHS pilot

NOTE: The following comprehensive ELA instructional materials will be used to instruct grade-level ELA Common Core standards as specified by the San Ysidro School District matrices:

1. Benchmark Advance (including ELD component)
2. Benchmark Adelante
3. Benchmark Steps to Advance
4. Amplify ELA + ELD

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM: Educational Services,
Cynthia Gonzalez, Executive Director ☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the January 23, 2023, Board meeting:

- 2023 ASU+GSV Summit
- 2023 Middle School CTE Symposium
- 2023 PreK & Kindergarten Conference
- CA ELR Leadership Network: Harnessing the Power of Instructional Rounds
- California Science Test (CAST) Data Institute
- California Statewide Homeless Education Conference
- CDE Data + Donuts Webinar Series
- LatinX Education Summit
- Library Manager, Custom Webinar from Follett School Solutions

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

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

APPROXIMATE COST

\$12,760.25

(Amount)

Title I PD, General & Homeless Children
Education Grant funds

(Name of funding source and/or location)

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

Professional Development Backup Information – January 23, 2023

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Elva De Baca, Juanita Nunez	2023 ASU+GSV Summit	San Diego	April 17-19, 2023	\$3,695.00	Title I PD Fund
Irene Herrera- Cevallos, Lupita Garcia	2023 Middle School CTE Symposium	San Diego	February 9, 2023	\$0	N/A
Laura English, Maria Rodriguez, Cathy Bishop, Jennifer Srisouraj, Veronica Castro, Angela DeLeon	2023 PreK & Kindergarten Conference	Houston, TX	February 24, 2023	\$6,600.00	Title I PD Fund
Cynthia Gonzalez, Adriana Aguilar, Carolina Hernandez, Sandra Guzman, Cynthia Mosqueda	CA ELR Leadership Network: Harnessing the Power of Instructional Rounds	Online & In Person at Azusa, CA	February 21, 2023 March 8, 2023 March 15, 2023	\$875.00	Title I PD Fund
Adriana Aguilar, Sandra Guzman	California Science Test (CAST) Data Institute	San Diego	January 26, 2023	\$100.00	Title I PD Fund
Veronica Medina	California Statewide Homeless Education Conference	San Diego	April 26-28, 2023	\$531.35	General Fund & Homeless Children Education Grant
Veronica Medina	CDE Data + Donuts Webinar Series	Online	January 19, 2023 February 16, 2023 March 16, 2023 April 20, 2023	\$0	N/A
Josefina Villegas, Resource Teachers & DELAC Members- TBD	LatinX Education Summit	SDCOE	March 18, 2023	\$300.00	Title I PD Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Marcy Begins, Maria del Rosario Castro, Shirley Islas, Gustavo Lopez, Claudia Montes, Wendy Rodriguez, Alejandro Vargas	Library Manager, Custom Webinar from Follett School Solutions	Online	TBD	\$658.90	General Fund

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #6 (December 1, 2022 through December 31, 2022): ▪ General Fund: 0000009428-0000009470, 0000009473-0000009484 ▪ Child Nutrition Fund ▪ 0000009471 ▪ Building Measure U Fund ▪ 0000009472

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period December 1, 2022 through December 31, 2022. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

\$627,133.17

(Amount)

As listed above

(Name of funding source and/or location)

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

PURCHASE ORDER REPORT (12/01/22 - 12/31/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/1/2022	0000009428	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	054	\$ 602.23
12/1/2022	0000009429	001012	CDW GOVERNMENT LLC	CONTRACTED SERVICES	0100	0000000	5800006	067	\$ 10,992.00
12/1/2022	0000009430	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	\$ 49.54
12/1/2022	0000009431	0000000685	DALE SCOTT & COMPANY, INC.	PROFESSIONAL SERVICES	0100	0000000	5800000	071	\$ 30,000.00
12/1/2022	0000009432	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	061	\$ 920.08
12/2/2022	0000009433	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	5600007	070	\$ 55,461.24
12/2/2022	0000009434	004678	AMAZON.COM, INC.	OFFICE MATERIAL	0100	0982000	4300023	074	\$ 267.15
12/2/2022	0000009435	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 185.30
12/2/2022	0000009436	0000000923	SOS SURVIVAL PRODUCTS, INC	MATERIALS & SUPPLIES	0100	0000000	4300000	080	\$ 26,410.13
12/2/2022	0000009437	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	025	\$ 2,044.29
12/2/2022	0000009438	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 1,224.75
12/2/2022	0000009439	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	018	\$ 119.39
12/5/2022	0000009440	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300000	050	\$ 413.17
12/5/2022	0000009441	002771	SMART & FINAL	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	\$ 200.00
12/6/2022	0000009442	001339	PITNEY BOWES	OFFICE SUPPLIES	0100	0000000	4300011	071	\$ 475.73
12/6/2022	0000009443	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000000	4300000	010	\$ 1,017.98
12/7/2022	0000009444	001981	SAN DIEGO COUNTY SUPERINDENT	REGISTRATION FEES	0100	4203000	5200003	061	\$ 6,110.00
12/7/2022	0000009445	0000000913	THE EXIT LIGHT CO., INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,732.30
12/7/2022	0000009446	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	4035000	5800010	062	\$ 15,000.00
12/8/2022	0000009447	0000000928	MANEUVERING THE MIDDLE LLC	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	022	\$ 657.00
12/8/2022	0000009448	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	022	\$ 90.47
12/9/2022	0000009449	0000000929	NATIONAL CITY TROPHY	OFFICE MATERIAL	0100	0000000	4300011	064	\$ 146.81
12/9/2022	0000009450	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	\$ 266.36
12/9/2022	0000009451	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0982000	4300011	074	\$ 1,298.51
12/9/2022	0000009452	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 1,140.00
12/9/2022	0000009453	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	2600000	4300001	061	\$ 278.51
12/9/2022	0000009454	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	5800002	063	\$ 1,055.25
12/9/2022	0000009455	004798	VORTEX INDUSTRIES, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,000.00
12/9/2022	0000009456	004556	DASH MEDICAL GLOVE INC.	MEDICAL SUPPLIES	0100	0000000	4300010	050	\$ 158.28
12/9/2022	0000009457	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	2600000	4300001	061	\$ 635.86
12/12/2022	0000009458	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	\$ 665.36
12/12/2022	0000009459	0000000910	SMASH MY TRASH	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 2,250.00
12/12/2022	0000009460	0000000559	OTAY COMMUNICATIONS LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 3,040.40
12/13/2022	0000009461	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	\$ 428.62
12/13/2022	0000009462	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	071	\$ 2,216.17
12/14/2022	0000009463	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL MATERIAL	0100	4127000	4300000	061	\$ 7,311.92
12/14/2022	0000009464	0000000935	SHERMAN GARNETT & ASSOCIATES	REGISTRATION FEES	0100	0000000	5200003	050	\$ 410.00
12/14/2022	0000009465	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	020	\$ 483.56
12/14/2022	0000009466	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 2,875.00
12/14/2022	0000009467	0000000801	DATA RECOGNITION CORPORATION	CONTRACTED SERVICES	0100	0000000	4300003	057	\$ 9,333.63
12/14/2022	0000009468	004798	VORTEX INDUSTRIES, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 750.00

PURCHASE ORDER REPORT (12/01/22 - 12/31/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/14/2022	0000009469	0000000699	EL POLLO GRILL INC	REFRESHMENTS	0100	0300020	4300015	020	\$ 1,330.75
12/15/2022	0000009470	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 17,150.00
12/16/2022	0000009473	004802	KYA SERVICES LLC	CONTRACTED SERVICES	0100	9010075	6200001	070	\$ 209,567.36
12/16/2022	0000009474	004802	KYA SERVICES LLC	CONTRACTED SERVICES	0100	9010075	5600007	070	\$ 41,645.45
12/16/2022	0000009475	0000000931	WATKINS ENVIROMENTAL	CONTRACTED SERVICES	0100	9010075	5600007	070	\$ 2,965.00
12/19/2022	0000009476	0000000932	GIGAKOM	CONTRACTED SERVICES	0100	0000000	4400000	080	\$ 3,682.45
12/19/2022	0000009476	0000000932	GIGAKOM	CONTRACTED SERVICES	0100	0000000	6400000	080	\$ 48,985.67
12/20/2022	0000009477	001793	CABE	REGISTRATION FEES	0100	4203000	5200003	061	\$ 2,370.00
12/20/2022	0000009478	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300011	061	\$ 869.81
12/20/2022	0000009479	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 8,606.20
12/20/2022	0000009480	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	\$ 136.24
12/20/2022	0000009481	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 10,342.70
12/20/2022	0000009481	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	\$ 5,587.00
12/20/2022	0000009482	003993	IMAGINE LEARNING INC	CONTRACTED SERVICES	0100	7435000	5800006	061	\$ 35,000.00
12/28/2022	0000009483	004048	BROADWAY AUTO GLASS	MAINTENANCE MATERIAL	0100	8150000	4300007	070	\$ 3,000.00
12/29/2022	0000009484	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600007	070	\$ 8,500.00
Total for 0100									\$ 594,455.62
12/16/2022	0000009471	000982	SHIRTS UNLIMITED LLC.	OFFICE SUPPLIES	1300	5310000	4300019	085	\$ 1,464.21
Total for 1300									\$ 1,464.21
12/16/2022	0000009472	0000000925	PRESTIGE WINDOW SOLUTIONS	CONTRACTED SERVICES	2133	9010312	6200002	012	\$ 10,254.00
12/16/2022	0000009472	0000000925	PRESTIGE WINDOW SOLUTIONS	CONTRACTED SERVICES	2133	9010312	6200002	016	\$ 20,959.34
Total for 2133									\$ 31,213.34
Grand Total									\$ 627,133.17

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

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

The following are expenditures incurred by the District during the period of December 1, 2022 through December 31, 2022 with checks #14-960594 through #14-969205 for a total expenditure of \$1,571,935.76 from the following sources:

General Fund - \$978,931.91
Child Nutrition Services- \$97,179.84
Building Fund Prop39-Measures U- \$495,824.01

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of December 1, 2022 through December 31, 2022 for a total expenditure of \$1,571,935.76. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

\$1,571,935.76

(Amount)

Various (see above)

(Name of funding source and/or location)

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

Expenditure Report
12/1/2022-12/31/2022

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14960594	FACTS EDUCATION SOLUTIONS LLC	12/1/2022	3552.00	0100	CONTRACTED SERVICES
14960595	ANIXTER INC.	12/1/2022	412.75	0100	MAINTENANCE SUPPLIES
14960596	WEX BANK	12/1/2022	5786.07	0100	VEHICLE GASOLINE
14960597	EMMA LANDCARE, INC	12/1/2022	24260.00	0100	CONTRACTED SERVICES
14960598	BLUUM USA, INC.	12/1/2022	706.82	0100	TECHNOLOGY EQUIPMENT
14960599	COUNTY OF SAN DIEGO	12/1/2022	27000.00	0100	CONTRACTED SERVICES
14960600	WIRELESS PRO'S	12/1/2022	174.83	0100	MAINTENANCE SUPPLIES
14960601	CALIFORNIA ELECTRIC SUPPLY	12/1/2022	458.45	0100	MAINTENANCE SUPPLIES
14960602	MRC SMART TECHNOLOGY SOLUTIONS	12/5/2022	10410.59	0100	MAINTENANCE AGREEMENT
14962036	XEROX FINANCIAL SERVICES	12/5/2022	9274.28	0100	MAINTENANCE AGREEMENT
14962037	MAXIM HEALTHCARE SERVICES, INC	12/5/2022	15810.00	0100	PROFESSIONAL SERVICES
14962038	AARDVARK ANT & PEST CONTROL INC.	12/5/2022	2217.00	0100	CONTRACTED SERVICES
14962039	ANIXTER INC.	12/5/2022	1693.82	0100	MAINTENANCE SUPPLIES
14962040	JOHNSON CONTROLS	12/5/2022	6497.14	0100	CONTRACTED SERVICES
14962041	DALE SCOTT & COMPANY, INC.	12/5/2022	1281.25	0100	PROFESSIONAL SERVICES
14962042	WEST COAST FIRE	12/5/2022	572.00	0100	CONTRACTED SERVICES
14962043	SCREENCASTIFY, LLC	12/5/2022	6475.00	0100	CONTRACTED SERVICES
14962044	TRAFERA, LLC	12/5/2022	3400.00	0100	TECHNOLOGY MATERIAL
14962045	THERAPYTRAVELERS	12/5/2022	6860.00	0100	PROFESSIONAL SERVICES
14962046	T-MOBILE	12/5/2022	3290.65	0100	CONTRACTED SERVICES
14962047	LARRY E. BOESE	12/5/2022	13988.54	0100	PROFESSIONAL SERVICES
14962048	KEARNY MESA FORD & KIA	12/5/2022	48750.00	0100	MAINTENANCE VEHICLES
14962049	CULVER-NEWLIN INC.	12/5/2022	9984.19	0100	OFFICE EQUIPMENT
14962050	SCHOLASTIC , INC	12/5/2022	5743.60	0100	INSTRUCTIONAL MATERIAL
14962051	COURTNEY TIRE SERVICE	12/5/2022	695.65	0100	CONTRACTED SERVICES
14962052	SAN DIEGO UNION-TRIBUNE	12/5/2022	1418.80	0100	ADVERTISEMENTS
14962053	SOUTH BAY FENCE, INC.	12/5/2022	1863.00	0100	MAINTENANCE SUPPLIES
14962054	REFRIGERATION SUPPLIES	12/5/2022	465.88	0100	MAINTENANCE SUPPLIES
14962055	OFFICE DEPOT	12/5/2022	4248.46	0100	OFFICE SUPPLIES
14962056	SAN DIEGO COUNTY	12/5/2022	20.00	0100	REGISTRATION FEES
14962057	CALIFORNIA DEPT. OF JUSTICE	12/5/2022	490.00	0100	CONTRACTED SERVICES
14962058	CHULA VISTA PHOTO STUDIO	12/5/2022	119.63	0100	CONTRACTED SERVICES
14962059	BENCHMARK EDUCATION COMPANY	12/5/2022	25469.50	0100	CONTRACTED SERVCIES

Expenditure Report
12/1/2022-12/31/2022

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14962060	YMCA OF SAN DIEGO COUNTY	12/5/2022	90346.70	0100	PROFESSIONAL SERVICES
14962061	SMART & FINAL	12/5/2022	285.06	0100	REFRESHMENT
14962062	WALMART	12/5/2022	640.83	0100	INSTRUCTIONAL SUPPLIES
14962063	R&L PERFORMANCE AUTO SERVICE	12/5/2022	3082.59	0100	CONTRACTED SERVICES
14962064	TEAMTALK NETWORK	12/5/2022	397.80	0100	CONTRACTED SERVICES
14962065	RUSSELL SIGLER, INC	12/5/2022	1600.09	0100	MAINTENANCE EQUIPMENT
14962066	STOTZ EQUIPMENT	12/5/2022	597.10	0100	GROUND SUPPLIES
14962067	DANNIS WOLIVER KELLEY	12/8/2022	9631.00	0100	LEGAL SERVICES
14963333	DOLLARDAYS INTERNATIONAL, INC.	12/8/2022	4616.01	0100	MATERIALS AND SUPPLIES
14963334	PANERA BREAD COMPANY	12/8/2022	1188.41	0100	REFRESHMENTS
14963335	EFRAIN IVAN MANRIQUEZ	12/8/2022	88.11	0100	MILEAGE
14963336	OTAY COMMUNICATIONS LLC	12/8/2022	846.29	0100	TRANSPORTATION SERVICES
14963337	KAMI	12/8/2022	891.00	0100	LICENSE FEES
14963338	MYBINDING LLC	12/8/2022	246.26	0100	PUBLICATION SUPPLIES
14963339	USI, INC.	12/8/2022	364.00	0100	INSTRUCTIONAL MATERIAL
14963340	JONATHAN YNIGUEZ	12/8/2022	16.68	0100	REIMBURSEMENT
14963341	PARADIGM HEALTHCARE SERVICES	12/8/2022	500.00	0100	PROFESSIONAL SERVICES
14963342	GRAINGER	12/8/2022	659.54	0100	MAINTENANCE SUPPLIES
14963343	CAROLINA HERNANDEZ	12/8/2022	17.00	0100	MILEAGE
14963344	GOPHER SPORT	12/8/2022	20705.79	0100	INSTRUCTIONAL SUPPLIES
14963345	REPUBLIC SERVICES	12/8/2022	19464.56	0100	UTILITIES
14963346	NAPA AUTO AND TRUCK PARTS	12/8/2022	90.05	0100	MECHANIC SUPPLIES
14963347	COOLE SCHOOL	12/8/2022	1547.36	0100	INSTRUCTIONAL SUPPLIES
14963348	SAN DIEGO COUNTY SUPERINTENDEN	12/8/2022	15000.00	0100	REGISTRATION FEES
14963349	OPTIMUM FLOORCARE	12/8/2022	469.79	0100	GROUND SUPPLIES
14963350	SPARKLETTS	12/8/2022	500.92	0100	CONTRACTED SERVICES
14963351	CORODATA RECORDS MANAGEMENT, INC.	12/12/2022	184.99	0100	CONTRACTED SERVICES
14963352	VECTOR USA	12/12/2022	8097.24	0100	PROFESSIONAL SERVICES
14963353	FIREWATCH	12/12/2022	734.00	0100	CONTRACTED SERVICES
14963354	MAXIM HEALTHCARE SERVICES, INC	12/12/2022	73483.40	0100	PROFESSIONAL SERVICES
14963355	NYHART	12/12/2022	7500.00	0100	PROFESSIONAL SERVICES
14963356	CAPITOL ADVISORS GROUP, LLC	12/12/2022	2000.00	0100	PROFESSIONAL SERVICES
14964768	PARKHOUSE TIRE INC	12/12/2022	722.30	0100	CONTRACTED SERVICES

Expenditure Report
12/1/2022-12/31/2022

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14964769	THE STEPPING STONE GROUP	12/12/2022	9507.84	0100	PROFESSIONAL SERVICES
14964770	FOUNDATION BUILDING MATERIALS LLC	12/12/2022	604.57	0100	MAINTENACE SUPPLIES
14964771	EMILY N STEWART CONSULTING	12/12/2022	7000.00	0100	CONTRACTED SERVICES
14964772	LEGAL BOOKS DISTRIBUTING	12/12/2022	63.00	0100	INSTRUCTIONAL MATERIAL
14964773	LAKESHORE	12/12/2022	1985.82	0100	INSTRUCTIONAL SUPPLIES
14964774	WESTERN PSYCHOLOGICAL SERVICES	12/12/2022	260.76	0100	INSTRUCTIONAL MATERIAL
14964775	KONE INC	12/12/2022	11475.18	0100	MAINTENACE AGREEMENT
14964776	HOME DEPOT	12/12/2022	9231.33	0100	MATERIALS AND SUPPLIES
14964777	PITNEY BOWES	12/12/2022	449.95	0100	CONTRACTED SERVICES
14964778	WILLIAM V. MAC GILL & CO.	12/12/2022	202.55	0100	MEDICAL SUPPLIES
14964779	WILLY'S ELECTRONIC SUPPLY CO.	12/12/2022	55.02	0100	MAINTENANCE SUPPLIES
14964780	BLACKIE'S TROPHIES & AWARDS	12/12/2022	10.88	0100	OFFICE SUPPLIES
14964781	NAPA AUTO AND TRUCK PARTS	12/12/2022	715.38	0100	MECHANIC SUPPLIES
14964782	PRO ED	12/12/2022	930.23	0100	INSTRUCTIONAL MATERIAL
14964783	YMCA OF SAN DIEGO COUNTY	12/12/2022	74266.67	0100	PROFESSIONAL SERVICES
14964784	WESTAIR GASES & EQUIPMENT INC	12/12/2022	7.34	0100	EQUIPMENT RENTAL
14964785	VALLEY INDUSTRIAL SPECIALTIES	12/12/2022	1504.25	0100	MAINTENANCE SUPPLIES
14964786	ACE COOLING & FREEZING	12/12/2022	3608.20	0100	CONTRACTED SERVICES
14964787	NCS PEARSON	12/12/2022	920.67	0100	INSTRUCTIONAL SUPPLIES
14964788	R&R CONTROLS INC	12/12/2022	555.00	0100	MAINTENANCE SUPPLIES
14964789	GALLAGHER BENEFIT SERVICES, INC	12/12/2022	478.55	0100	PROFESSIONAL SERVICES
14964790	SAFETY-KLEEN SYSTEMS, INC.	12/12/2022	35.02	0100	CONTRACTED SERVICES
14964791	ALLSTATE SECURITY SERVICES	12/12/2022	1802.25	0100	CONTRACTED SERVICES
14964792	ALBERTO CARLOS HERRERA	12/12/2022	674.95	0100	CONTRACTED SERVICES
14964793	ABA EDUCATION FOUNDATION	12/12/2022	280.00	0100	PROFESSIONAL SERVICES
14964794	FLYERS ENERGY	12/12/2022	3919.07	0100	CONTRACTED SERVICES
14964795	XEROX CORPORATION	12/12/2022	6222.66	0100	MAINTENANCE AGREEMENT
14964796	BMR HEALTH SERVICES, INC	12/15/2022	30157.14	0100	PROFESSIONAL SERVICES
14964797	AcademiCognitive Connections	12/15/2022	1760.00	0100	PROFESSIONAL SERVICES
14964798	MARIANNA ROCHIN	12/15/2022	23.88	0100	MILEAGE
14964799	MAIDA GONSALES	12/15/2022	44.89	0100	REPLACEMENT CHECK
14964800	SAM & ROSE STEIN EDUCATION	12/15/2022	13299.76	0100	PROFESSIONAL SERVICES
14964801	SAFEWAY INC. -VONS DIVISION	12/15/2022	87.02	0100	REFRESHMENTS

Expenditure Report
12/1/2022-12/31/2022

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14964802	CAROLINA HERNANDEZ	12/15/2022	21.00	0100	MILEAGE
14966310	EWING IRRIGATION	12/15/2022	704.48	0100	GROUND SUPPLIES
14966311	SOUTHWEST SCHOOL & OFFICE	12/15/2022	1180.12	0100	INSTRUCTIONAL SUPPLIES
14966312	CYNTHIA MOSQUEDA	12/15/2022	20.00	0100	REIMBURSEMENT
14966313	KEENAN & ASSOCIATES	12/19/2022	540.96	0100	PROFESSIONAL SERVICES
14966314	LEARNING WITHOUT TEARS	12/19/2022	214.55	0100	INSTRUCTIONAL SUPPLIES
14966315	CAL PACIFIC TRUCK CENTER ,LLC	12/19/2022	7601.04	0100	CONTRACTED SERVICES
14966316	EDTHEORY LLC	12/19/2022	32800.00	0100	PROFESSIONAL SERVICES
14966317	SMASH MY TRASH	12/19/2022	450.00	0100	CONTRACTED SERVICES
14966318	QUILL CORP.	12/19/2022	55690.74	0100	TECHNOLOGY EQUIPMENT
14966319	CDW GOVERNMENT LLC	12/19/2022	21330.42	0100	CONTRACTED SERVICES
14966320	ASELTINE SCHOOL	12/19/2022	3364.76	0100	PROFESSIONAL SERVICES
14968113	NAPA AUTO AND TRUCK PARTS	12/19/2022	171.50	0100	MECHANIC SUPPLIES
14968114	AT&T	12/19/2022	7051.83	0100	UTILITIES
14968115	SOUTHWEST SCHOOL & OFFICE	12/19/2022	779.52	0100	MAINTENANCE SUPPLIES
14968116	TRANE U.S. INC	12/19/2022	162.21	0100	MAINTENANCE SUPPLIES
14968117	AMAZON.COM, INC.	12/19/2022	23122.77	0100	INSTRUCTIONAL SUPPLIES
14968118	VORTEX INDUSTRIES, INC.	12/19/2022	750.00	0100	CONTRACTED SERVICES
14968119	CAROLINA JAIME	12/22/2022	188.35	0100	REIMBURSEMENT
14968120	MARK KIRCHER	12/22/2022	20.81	0100	MILEAGE
14968121	MAXIM HEALTHCARE SERVICES, INC	12/22/2022	47148.17	0100	PROFESSIONAL SERVICES
14968122	PABLO J. SAINZ	12/22/2022	187.12	0100	MILEAGE
14968123	KARINA VICTORINO	12/22/2022	112.25	0100	MILEAGE
14968124	EL POLLO GRILL INC	12/22/2022	1330.75	0100	REFRESHMENTS
14968125	ACADEMIC SUPPLIER	12/22/2022	3021.47	0100	OFFICE SUPPLIES
14968126	EDTHEORY LLC	12/22/2022	2245.13	0100	PROFESSIONAL SERVICES
14968127	THE SPEECH PATHOLOGY GROUP, INC	12/22/2022	19133.84	0100	PROFESSIONAL SERVICES
14968129	TANYA KELLER	12/22/2022	4387.50	0100	PROFESSIONAL SERVICES
14969182	MANEUVERING THE MIDDLE LLC	12/22/2022	657.00	0100	INSTRUCTIONAL MATERIAL
14969183	NATIONAL CITY TROPHY	12/22/2022	146.81	0100	OFFICE MATERIAL
14969184	ALEJANDRO VALENCIA	12/22/2022	116.91	0100	REIMBURSEMENT
14969185	OFFICE DEPOT	12/22/2022	3770.50	0100	INSTRUCTIONAL SUPPLIES
14969186	PITNEY BOWES	12/22/2022	475.73	0100	OFFICE SUPPLIES

Expenditure Report
12/1/2022-12/31/2022

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14969187	MANUEL BOJORQUEZ	12/22/2022	45.00	0100	REIMBURSEMENT
14969188	ATKINSON, ANDELSON, LOYA, RUUD	12/22/2022	1055.25	0100	LEGAL FEES
14969189	LAURA ENGLISH	12/22/2022	77.00	0100	REIMBURSEMENT
14969190	VALLEY TRACTOR & EQUIPMENT	12/22/2022	1135.92	0100	GROUND SUPPLIES
14969191	SAN YSIDRO SCHOOL DISTRICT	12/22/2022	20000.00	0100	PCARD INCREASE
14969192	BEST BEST & KRIEGER LLP	12/22/2022	24535.90	0100	LEGAL FEES
14969193	AUTO UPHOLSTERY MASTERS	12/22/2022	1140.00	0100	CONTRACTED SERVICES
Total Fund 01			\$ 978,931.91		
14969194	GOLD STAR FOODS	12/8/2022	48218.66	1300	CAFETERIA FOOD
14969195	EL POLLO GRILL INC	12/8/2022	1187.61	1300	CAFETERIA FOODS
14969196	P&R PAPER SUPPLY COMPANY, INC.	12/8/2022	7736.76	1300	CAFETERIA PAPER GOODS
14969197	LLOYD PEST CONTROL CO.	12/8/2022	504.00	1300	CONTRACTED SERVICES
14969198	AMERICAN PRODUCE DISTRIBUTORS	12/8/2022	4077.20	1300	CAFETERIA FOOD
14969199	HOLLANDIA DAIRY INC.	12/12/2022	25678.90	1300	CAFETERIA FOOD
14969200	DOMINO'S PIZZA	12/15/2022	8312.50	1300	CAFETERIA FOODS
14969201	SHIRTS UNLIMITED LLC.	12/19/2022	1464.21	1300	OFFICE SUPPLIES
Total Fund 13			\$ 97,179.84		
14969202	METEOR EDUCATION LLC	12/1/2022	206462.90	2133	INSTRUCTIONAL EQUIPMENT
14969203	LAKESHORE	12/19/2022	150635.60	2133	INSTRUCTIONAL MATERIAL
14969204	TOM SILVA CONSULTING	12/22/2022	8925.00	2133	CONTRACTED SERVICES
14969205	RGC GENERAL ENGINEERING INC	12/22/2022	129800.51	2133	CONTRACTED SERVICES
Total Fund 2133			\$ 495,824.01		
Grand total			\$ 1,571,935.76		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF
AUTHORITY LIMITS

BACKGROUND INFORMATION:

Pursuant to Education Code Section 17604 and No. 22/23-0006, 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 2022-23 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various departments of the district submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2022-2023 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, 2023					
	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	American Fidelity	Provide the Section 125 Flexible Benefit Plan (2023)	N/A	N/A	Adrianzen
2	County of San Diego, Health & Human Services and the Department of Homeless Solutions & Equitable Communities	Revised Agreement - to provide services in all schools (2022-2027)	N/A	N/A	Little/Medina
3	Hector Meza	Guest Speaker to provide Parent Involvement Workshops at Ocean View Hills Elementary School. (2022-23)	\$800.00	e I - VDM Title I - OVH	Gonzalez/Cevallos/ Meza
4	Michael Baker International	Amendment No. 3 - Extends the term of the agreement until December 31, 2023 to continue providing Mitigation Compliance Services for the District's offsite and onsite preserves, perpetual management phase of the vernal pool mitigation site. All other terms and conditions and contract amount estimated at \$54,500.00 remain the same.	Original amount remains unchanged (\$54,500.00)	COPs Refunding Savings	Adrianzen/Iniguez
5	Our Lady of Mt. Carmel	Title II funds and services (2022-23)	\$9,387.00	Title II	Gonzalez
6	Our Lady of Mt. Carmel	Title IV-A funds and services (2022-23)	\$5,730.00	Title IV	Gonzalez
7	Norma Torres Ponce	Guest Speaker to provide Parent Involvement Workshops at Vista Del Mar Middle School. (2022-23)	\$1,300.00	e I - VDM Title I - OVH	Gonzalez/Cevallos/ Meza
8	San Ysidro Health	Amendment No. 1 - to provide additional health related services at district middle schools at no cost to the District. (2023-2026)	N/A	N/A	Gonzalez
9	Watkins Environmental	Provide an asbestos abatement on the District's warehouse rooftop. (2022-23)	\$500.00	COPs Refunding Savings	Adrianzen/Iniguez

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AMERICAN FIDELITY

BACKGROUND INFORMATION:

The District offers its employees the opportunity to purchase additional benefits. These benefits are optional and at the expense of the individual employees through monthly payroll deductions. American Fidelity has been the District's Section 125 Flexible Benefit Plan service provider for more than 25 years. The current plan year is from January 1, 2023 and end on December 31, 2023. Each subsequent plan year will begin on January 1 and end on December 31.

RECOMMENDATION:

Approve/Ratify the agreement with American Fidelity to provide the Section 125 Flexible Benefit Plan.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?

☐ Yes ☒ No

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

☐ Yes ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	San Ysidro Elementary School
	District
Address:	4350 Otay Mesa Rd SAN YSIDRO, CA 92173
Employer Identification Number:	95-6002821
Nature of Business:	Public School
Name of Plan:	San Ysidro Elementary School District
	Flexible Benefit Plan
Plan Number:	501 Certificated, Classified and Management

B. EFFECTIVE DATE

Original effective date of the Plan:	April 1, 1995
If Amendment to existing plan, effective date of amendment:	January 1, 2023

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following employment
Retiree Wording:	N/A
Minimum Hours:	All employees with 0 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 17.0 years.

D. PLAN YEAR

The current plan year will begin on January 1, 2023 and end on December 31, 2023.
Each subsequent plan year will begin on January 1 and end on December 31.

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	San Ysidro Elementary School
Address:	District 4350 Otay Mesa Rd SAN YSIDRO, CA 92173
Employer Identification Number:	95-6002821
Nature of Business:	Public School
Name of Plan:	San Ysidro Elementary School District Flexible Benefit Plan
Plan Number:	501 Certificated, Classified and Management

B. EFFECTIVE DATE

Original effective date of the Plan:	April 1, 1995
If Amendment to existing plan, effective date of amendment:	January 1, 2023

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following employment
Retiree Wording:	N/A
Minimum Hours:	All employees with 0 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 17.0 years.

D. PLAN YEAR

The current plan year will begin on January 1, 2023 and end on December 31, 2023.
Each subsequent plan year will begin on January 1 and end on December 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. AVAILABLE BENEFITS: Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)
American Fidelity Assurance Company Accident and Hospital Indemnity | Kaiser Permanente Group #4224-02 | United Healthcare Group # 1042 240002 |
Eligibility Requirements for Participation, if different than Item C.
2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

American Fidelity Assurance Company 017 Kind Series |
Eligibility Requirements for Participation, if different than Item C.
3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company C-4, C-12 daily and all subsequent plans |
Eligibility Requirements for Participation, if different than Item C.
4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Delta Dental Group #7028-5001,#7028-5003, #7128-5001 and 7030-5003 |
Vision Service Plan Group #712201-0030 & #712201-0029 | MetLife Dental |
Eligibility Requirements for Participation, if different than Item C.
5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

N/A

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed \$50,000.
Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$0.00** per Plan Year

Maximum Contribution - **\$5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$200.00** per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - **\$2850.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: N/A

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: **\$610** per Plan Year.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are not** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** -- The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

9. **Temporary COVID Relief Amendment**—The Plan permits the following Changes in accordance with Section XIV of the Plan, and as selected by the Employer.

CARES Act Claims Extension

CARES Act Carryover Increase

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted 01-23-23

San Ysidro Elementary School District –
(Name of Employer)

Signed By: _____

Title: Chief Business Official

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII
PD – 1122 SW Document ID # 154193MCP #16898 Effective Date:01/01/2023 12/19/22 9:58 AM

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$610, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:
- (a) **Tax Dependent:** A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2),

and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

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|------|------------------------------|---|
| 2.05 | Effective Date | The effective date of this Plan as shown in Item B of the Adoption Agreement. |
| 2.06 | Elective Contribution | The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected. |

- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing

those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 **ENROLLMENT**: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 **TERMINATION OF PARTICIPATION**: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 **SEPARATION FROM SERVICE**: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 **QUALIFYING LEAVE UNDER FAMILY LEAVE ACT**: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 **EMPLOYER CONTRIBUTIONS:** The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 **IRREVOCABILITY OF ELECTIONS:** A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) **Change in Status.** A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) **Special Enrollment Rights.** If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in

group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.
- (j) Cancellation due to related individuals' enrollment in a Qualified Health Plan. For elections effective on or after January 1, 2023, a participant may cancel an election of family coverage under a group health plan (as that term is defined in Code Section 9832(a)), except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) One or more related individuals are eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the related individual or related

individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled. If the employee does not enroll in a Qualified Health Plan through an Exchange as set forth in Notice 2014-55, the employee must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
 - (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
 - (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer,

or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 **PURPOSE:** These benefits provide the group medical insurance benefits to Participants.
- 5.02 **ELIGIBILITY:** Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 **TERMS, CONDITIONS AND LIMITATIONS:** The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 **COBRA:** To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 **SECTION 105 AND 106 PLAN:** It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 **CONTRIBUTIONS:** Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT:** Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 **PURPOSE:** This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 **ELIGIBILITY:** Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 **TERMS, CONDITIONS AND LIMITATIONS:** The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 **SECTION 104 AND 106 PLAN:** It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 **CONTRIBUTIONS:** Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 **PURPOSE:** This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 **ELIGIBILITY:** Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 **TERMS, CONDITIONS, AND LIMITATIONS:** The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 **SECTION 79 PLAN:** It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 **CONTRIBUTIONS:** Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 **PURPOSE:** The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 **ELIGIBILITY:** The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they

have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
 - the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a

serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to

verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible

Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

- 8.07 **CARRYOVER**: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 **QUALIFIED RESERVIST DISTRIBUTIONS**: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 **PURPOSE**: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 **ELIGIBILITY**: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 **TERMS, CONDITIONS, AND LIMITATIONS**:
- a. **Accounts**. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.
- "Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 **PURPOSE:** If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 **BENEFITS:** A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In

addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. **Maximum Benefit.** The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. **Mid-Year Election Changes.** Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

- 11.01 **AMENDMENT:** The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 **TERMINATION:** The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

- 12.02 **APPOINTMENT OF RECORDKEEPER:** The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 **POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:**
- a. **General.** The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - b. **Recordkeeping.** The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - c. **Inspection of Records.** The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.
- 12.04 **COMPENSATION AND EXPENSES OF ADMINISTRATOR:** The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 **LIABILITY OF ADMINISTRATOR:** Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 **DELEGATIONS OF RESPONSIBILITY:** The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

- 12.07 **RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION:** The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 **CLAIM FOR BENEFITS:** To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 **GENERAL CLAIMS REVIEW PROCEDURE:** This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. **Initial Claim for Benefits.** Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. **Review of Claim Denial.** If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information

relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. **Review of Appeal:** The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 **PAYMENT TO REPRESENTATIVE:** In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 **PROTECTED HEALTH INFORMATION.** The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;

- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent

under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

13.04 **PLAN NOT CONTRACT OF EMPLOYMENT:** The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.

13.05 **NON-ASSIGNABILITY:** No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 **SEVERABILITY:** If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 **CONSTRUCTION:**

- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
- b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 **NONDISCRIMINATION:** In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 **ERISA.** The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

SECTION XIV

TEMPORARY COVID RELIEF AMENDMENT

- 14.01 **PURPOSE:** In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:
- a. **Extended Claims Period:** For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.
 - b. **Mid-Year Election Changes:** Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.
 - c. **Mid-Year Election Changes for Medical Expense Reimbursement Plan:** For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
 - d. **Mid-Year Election Changes for Dependent Care Reimbursement Plan:** For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
 - e. **Extended Grace Period:** For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.
 - f. **Unlimited Carryover for Medical Expense Reimbursement Plan:** All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.
 - g. **Dependent Care Reimbursement Plan Age Increase:** For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.
 - h. **Reimbursement for Non-Active Participants:** Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).
 - i. **Dependent Care Reimbursement Plan Maximum Increase:** For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to \$10,500 per family (\$5,250 for married individuals filing a joint return).

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Irene Herrera-Cevallos, VDM Principal
Erika Meza, OVH Principal

☐ Informational
☒ Action

AGENDA ITEM: GUEST SPEAKER AGREEMENT WITH HECTOR MEZA

BACKGROUND INFORMATION:

The principals from Vista Del Mar Middle School and Ocean View Hills Elementary are requesting approval to offer a Parent Involvement Workshop at Ocean View Hills Elementary on a date to be determined.

Guest Speaker, Mr. Hector Meza of Leaning On Visions and Education (L.O.V.E.) will provide parents the opportunity to improve parental empowerment, increase positive parenting practices, parent awareness, increase social connections, improve child behavior, improve parent-child interactions, and/or improve parental/child well-being.

The 2-hour parent workshop will focus on:

- *Leaning On Visions and Education – Strengthening Social and Family Values*

The total cost of \$800.00 will be split between Vista Del Mar Middle and Ocean View Hills Elementary.

RECOMMENDATION:

Approve the agreement with Hector Meza to provide a Parent Involvement Workshop at Vista Del Mar Middle School at a total cost of \$800.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 5: Parent Engagement, Action 5.2: Provide parents with opportunities to provide input on decisions through involvement on site and district committees.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

\$800.00

(Amount)

Title I Funds (VDM & OVH)

(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between Hector Meza (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

To provide a Parent Education workshop for Ocean View Hills School and Vista Del Mar Middle School parents. A Spanish presentation with English translation will be offered to parents. The workshop will provide parents the opportunity to improve parental empowerment, increase positive parenting practices, increase social connections, improve child behavior, improve parent-child interactions, and/or improve parental well-being and awareness. Workshops give parents the information of how to prevent at-risks behaviors and the strategies that will help them educate a healthy, well mannered, independent, responsible and sensitive youth.

2. Scope of Services:

The SPEAKER shall perform the services described in the attached Exhibit A.

- Ocean View Hills School – Date to be determined but no later than 6/30/2023.
 - Learning on Visions and Education - Strengthening Social & Family Values

3. Compensation:

DISTRICT shall pay SPEAKER an amount not to exceed \$800.00. The DISTRICT is not responsible for any other expenses.

SPEAKER shall submit to DISTRICT an itemized invoice which indicates work completed. DISTRICT shall review each invoice to determine that the work performed is in compliance with the provisions of this Agreement. DISTRICT shall pay SPEAKER within 30 days of work completed and in accordance with this Agreement. Please note: Payments cannot be made in advance of services.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Insurance

SPEAKER shall main, at own expense, Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "per occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000 the required occurrence limit. The San Ysidro School District must be named additional insured and endorsed.

Verification of Coverage

SPEAKER shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the DISTRICT before work/ services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SPEAKER's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of service stated in Section 2, above.

6. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

HECTOR MEZA - GUEST SPEAKER

Signature: _____ Date: _____

Address: _____

Telephone: 619-852-0203 E-mail: hectr.meza@gmail.com

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173

(619) 428-4476 x3003

Board approved: _____

Parent Involvement Workshops 2022-2023
Propuesta de Talleres de Participación de Padres 2022-2023

Vista Del Mar Middle School (VDM) and Ocean View Hills School will create collaborative partnerships with families and the community to promote meaningful involvement in the learning and development of students. / *La Escuela Secundaria Vista Del Mar y la escuela primaria Ocean View Hills crearán asociaciones de colaboración con las familias y la comunidad para promover una participación significativa en el aprendizaje y desarrollo de los estudiantes.*

Guest Speaker/Workshop will provide parents the opportunity to improve parental empowerment, increase positive parenting practices, increase social connections, improve child behavior, improve parent-child interactions, and/or improve parental well-being. *Oradores invitados/taller para brindar a los padres la oportunidad de mejorar el empoderamiento de los padres, aumentar las prácticas positivas de crianza, aumentar las conexiones sociales, mejorar el comportamiento infantil, mejorar las interacciones entre padres e hijos y/o mejorar el bienestar de los padres.*

Presentations will be in Spanish with English Translation. / *Las presentacion será en español con traducción al inglés.*

Workshops: / Talleres de trabajo:

Presenter: / Presentador: Hector Meza

1. *Leaning On Visions and Education / Fortaleciendo Valores Sociales y Familiares*

Topics to be determined from the following list: To be updated

- *Impacto Psicológico del COVID / Psychological Impact of COVID (OVH Request)*
- *Consecuencias Del Maltrato Psicológico / Consequences of Psychological Abuse*
- *Desarrollo Social Intellectual Emocional / Social Intellectual Emotional Development*
- *Comunicación afectiva y efectiva / Affective and effective communication*
- *Disciplina y sus métodos proactivos / Discipline and its proactive methods*

Location: Ocean View Hills School Date to be determined but no later than 06-30-23

Duration: 2 hours / Duracion: 2 hours Cost: \$800.00 dollars / Costo: \$800.00 dólares

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

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

AGENDA ITEM: REVISED AGREEMENT WITH THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AND THE DEPARTMENT OF HOMELESS SOLUTIONS AND EQUITABLE COMMUNITIES (HSEC)

BACKGROUND INFORMATION:

The District in collaboration with the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) Department of Homeless Solutions and Equitable communities (HSEC) will bring awareness, knowledge, and understanding of all factors that cause homelessness within the San Ysidro boundaries and establish accountability to ensure follow through on commitments made during the planning process. In addition to providing person-centered, culturally competent and trauma-informed social services for persons at risk or persons experiencing homelessness.

On October 20, 2022, the Governing Board approved the agreement with HHSA and the Department of Homeless Solutions and Equitable Communities. Since then, the agreement was revised as follows:

1. Paragraph 4 – (Indemnity) “Non-County Entity” was changed to reflect San Ysidro School District as recommended by CoSD Agency Compliance Office (ACO)
2. Section 2.B (*fifth bullet point*) – the word “transmit” was changed to “share” as recommended by ACO

RECOMMENDATION:

Approve the revised agreement with the County of San Diego’s Health and Human Services and the Department of Homeless Solutions and Equitable Communities to provide services in all schools for the 2022-2027 school years at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1 Academic Achievement Description #21

The Student and Family Services Manager/McKinney-Vento liaison will support homeless youth and families based on the needs of qualified students which may include tutoring services, transportation assistance, uniforms, and school supplies. Referrals for health and basic living necessities will be made to support homeless families, provide students with a stable environment, and increase opportunities for student achievement and success for students who are socioeconomically disadvantaged and foster youth.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2022-2023 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 AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) Department of Homeless Solutions and Equitable communities (HSEC) and San Ysidro School District (SYSD). The parties to this agreement may be referred to herein collectively as the “parties” or individually as a “party”.

Recitals

WHEREAS, the SYSD provides a comprehensive plan designed to move toward educational equity for children and youth experiencing non-permanent residency. The SYSD will bring awareness, knowledge, and understanding of all factors that cause homelessness within the San Ysidro boundaries and establish accountability to ensure follow through on commitments made during the planning process.

WHEREAS, HHSA- HSEC provides person-centered, culturally competent and trauma-informed social services for persons at risk or persons experiencing homelessness; and

WHEREAS, the SYSD and the County have a mutual desire to assist individuals at risk or experiencing homelessness in San Ysidro School District.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Administration of Agreement:

- A.** Each party identifies the following individual to serve as the authorized administrative representative for that party.

<u>County</u> <u>HHSA - HSEC</u> Barbara Jiménez Community Operations Officer Health and Human Services Agency 1255 Imperial Ave, Suite 864 San Diego, CA 92101 (619) 338-2722 Barbara.Jimenez@sdcounty.ca.gov	<u>San Ysidro School Distric Rep</u> Veronica Medina Coordinator of Pupil Services 4350 Otay Mesa Road San Ysidro, CA 92173 (619) 428-4476 X 3083 Veronica.medina@sysdschools.org
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- B. A party may change its administrative representative by notifying the other party in writing.

2. Each Party's Responsibilities:

A. SYSD shall:

- Provide a work area that provides privacy for eligibility screening of clients, to ensure confidentiality.
- Provide an internet connection to conduct onsite business
- Establish a referral process and refer clients to the County staff for services
- Designee shall communicate directly with the County designee to keep apprised of key information, report any issues encountered, and build and maintain collaborative relationship.

B. County shall:

- Identify staff to be out stationed at San Ysidro School District to provide services to persons at risk or experiencing homelessness
- Provide all the necessary supplies and documentation for administration of County services.
- Provide all computer and printer equipment (only County issued equipment will be used to conduct business).
- Staff out stationed at San Ysidro School District site shall not store client information on site.
- Shall not share confidential information without a Release of Information form signed by the client that complies with all relevant program regulations.
- Staff out stationed at San Ysidro School District site shall report directly to the HHSA Department of Homeless Solutions and Equitable Communities designated Supervisor.
- County designee shall communicate directly with partner designee to keep apprised of key information, report any issues encountered, and build and maintain collaborative relationship.

C. Both Parties shall:

- Create a collective referral plan that provides detailed background on the customer's needs that will produce the best outcome for the customer.
- Create regular case conferencing meetings to scale on the outcomes of the referrals to ensure progress is being made.
- Share non-program and non-confidential customer information for purposes of services coordination.
- Track and share aggregate data on customer participation in this joint effort and outcomes for purposes of services improvement and trends analysis.
- Work to identify gaps in need that require additional resource agencies.



3. **Insurance:** Each Party must obtain at its own cost and expense and keep in force and effect during the term of this Agreement, including all policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liabilities of such Party hereunder. The applicable minimum policy limits shall in no way limit each Party's indemnification obligations.
4. **Indemnity:** County shall not be liable for, and **San Ysidro School District** shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of San Ysidro School District or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. San Ysidro School District shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
5. **Conformance with Rules and Regulations:** Both Parties shall act in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All Parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
6. **Permits and Licenses:** Both Parties certify that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
7. **Governing Law:** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
8. **Third Party Beneficiaries Excluded:** This Agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
9. **Amendments to Agreement:** Either Party may propose amendments to this Agreement by providing written notice of such amendments to the other Party. This Agreement may only be amended by a written amendment signed by both Parties.
10. **Severability:** If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder



of this Agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the maximum extent permitted by law.

11. **Full Agreement:** This Agreement represents the full and entire agreement between the Parties and supersedes any prior written or oral agreements that may have existed.
12. **Scope of Agreement:** This Agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the Parties, except that the Parties may by written amendment amend the scope of this Agreement.
13. **Counterparts:** This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
14. **Information Privacy and Security Provisions:** Both Parties agree to maintain the confidentiality of any information from County or San Ysidro School District records that County or San Ysidro School District, clients, employees or agents may have contact within the context of providing services under this Agreement that is privileged or confidential under applicable federal, State, County, and local laws, rules and regulations, current and hereinafter enacted. Each Party to this Agreement is subject to its own confidentiality statutes, regulations, rules, or policies and procedures, and agrees to keep all client information confidential and comply with all applicable statutory and administrative requirements governing the confidentiality of client information served by parties under this Agreement, including but are not limited to: 45 CFR Parts 160 and 164, 45 CFR 205.50; W&I Code sections 10850 & 14100.2; 22 CCR section 51009; and Health Insurance Portability and Accountability Act of 1996 (HIPAA). Each Party hereby acknowledges adherence to its own applicable confidentiality provisions in law and policy. Except where otherwise permitted by law, all notes, records, discussions or any other document, in whatever format, paper or electronic are considered confidential and no records or information shall be disclosed among parties prior to the receipt of the completed and signed consent form from the individual who is the subject. Each party to this Agreement understands and acknowledges that there may be some case information that may not be legally disclosed outside an individual member agency, even with a valid consent from the individual client. Release of Information obtained under this Agreement is solely for the purpose stated in this Agreement.
15. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners and contractors inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the



highest quality of life. Information about the *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

- http://www.sdcountry.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
- <http://www.LiveWellSD.org>

16. A Trauma-Informed System: The County of San Diego HHSA are committed to becoming a Trauma-Informed System as part of their efforts to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, contractors, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

17. Term: This Agreement shall become effective on the date all Parties have signed this Agreement and be in force for October 21, 2022 through October 21, 2027.

18. Termination for Convenience: Either Party may, by written notice to the other Party stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time.

Remainder of this page is intentionally left blank.



Dated: _____

By: _____
NICK MACCHIONE, FACHE
Agency Director
Health and Human Services Agency

San Ysidro School District

Dated: _____

By: _____
Marilyn Adrianzen
Chief Business Official

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Marilyn Adrianzen, Chief Business Official
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE MICHAEL BAKER INTERNATIONAL
AGREEMENT FOR MITIGATION COMPLIANCE SERVICES FOR VERNAL
POOL

BACKGROUND INFORMATION:

Between 2011 and 2016, Michael Baker International (MBI) and their subconsultants have been implementing a vernal pool mitigation site within the City of San Diego ("City") Otay Mesa Vernal Pool Preserve ("Offsite Preserve"), as mitigation for the loss of vernal pools and federally- endangered San Diego fairy shrimp due to the construction of Vista Del Mar Elementary School.

The District was required to obtain permits and authorizations to implement a 5-Year Maintenance and Monitoring Program (MMP) for the vernal pool mitigation site, including annual reporting and coordination with agencies, which ended in December 2016. A final field meeting was completed on April 5, 2017, at which concurrence was obtained that all required performance standards have been achieved at the vernal pool mitigation site. With acceptance ("sign-off") of this mitigation site by the agencies involved, the post-MMP Perpetual Management Phase for the Offsite Preserve has been initiated. The City of San Diego has indicated that they may take over the responsibility for performing the perpetual management tasks identified in these documents for the Offsite Preserve.

On January 21, 2021, the Governing Board approved the agreement with Michael Baker International and their subconsultant to represent the District in meetings with the City of San Diego for the Offsite Preserve and the Onsite Preserve. Amendment No. 3 – extends the term of the agreement until December 31, 2023 or until completion of project, whichever happens first. All other terms and conditions remain the same.

RECOMMENDATION:

Approve/Ratify Amendment No. 3 to extend the term of the agreement with Michael Baker International until December 31, 2023 to continue providing Mitigation Compliance Services for the District's offsite and onsite preserves, perpetual management phase of the vernal pool mitigation site. All other terms and conditions and contract amount estimated at \$54,500.00 remain the same. The funding source for these services is the Certificates of Participation Refunding Savings fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

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

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$54,500.00

(Amount)

COPs Refunding Savings Fund

(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 3

The Professional Services Agreement between San Ysidro School District (District) and Michael Baker International was entered on January 22, 2021, to provide mitigation compliance services for Vista Del Mar School project related to the Vernal Pool.

Amendment No. 1 - The following sections are being amended.

- SECTION NO. 1.2 TERM:

Extend the Term's end date to December 31, 2023 or until project completion whichever happens first. The Project has not been completed; this extension would allow ample time for completion.

All other Terms and Conditions of the Agreement dated January 22, 2021 remain the same.

The District and Michael Baker International, each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

Michael Baker International

Firm Name

Signature of Authorized Agent

Bob Stark, AICP Project Manager

Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF
MT. CARMEL SCHOOL FOR TITLE II FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private schools children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public schools' children and teachers participating in the program.

The total allocation of Title II funds for Our Lady of Mt. Carmel School is \$9,387.00.

Our Lady of Mt. Carmel selected FACTS Education Solutions, LCC as a third-party provider who will provide professional development opportunities to Our Lady of Mt. Carmel staff. The amount for these professional development sessions for school year 2022-23 shall not exceed \$9,387.00.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding with Our Lady of Mount Carmel School for Title II funds and services for the 2022-2023 school year at a cost not to exceed \$9,387.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.20: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

Total Allocation:

\$9,387.00

(Amount)

Title II Funds

(Name of funding source and/or location)

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

Memorandum of Understanding ESEA Title II

Provision of Title II Professional Development to Private Schools

2022-2023

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in Title II funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title II, Part A for the 2022-2023 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel

Section 2: How will the teachers' professional development needs be identified?

Teachers' professional development needs are identified through the accreditation process. For the 2022-2023 school year, Our Lady of Mt Carmel continues its ongoing trainings from FACTS Education Solutions.

Term: October 21, 2022 – June 30, 2023

Section 3: What services and products will be provided?

After a meeting on November 9, 2022, Our Lady of Mt Carmel (OLMC) selected FACTS Education Solutions, LCC as a third-party provider who will provide professional development opportunities to Our Lady of Mt Carmel staff. The amount for these professional development sessions for school year 2022-23 shall not exceed \$9,387.00.

Professional Developments:

- Universal Design for Learning (UDL)
 - Workshop A for teachers with no experience in UDL
 - Workshop B for teachers who understand UDL
- Renaissance Professional Learning

SYSD will provide the following:

- District shall pay FACTS Education Solutions, LCC for the selected services as described above during this contract term. The amount shall not exceed \$9,387.00 for the 2022-2023 school year.
- FACTS Education Solutions, LCC shall submit to the District an itemized invoice which indicates work completed by them. District shall review each invoice submitted to determine that the work was performed, and expenses incurred are in compliance with the provisions of this Memorandum of Understanding (MOU). District shall pay FACTS Education Solutions, LCC within a reasonable time and in accordance with this MOU.

Section 4: How, when, where, and by whom will the services be provided?

Professional development workshops will be provided from October 21, 2022, thru June 30, 2023, to all teachers and administrators from Our Lady of Mt. Carmel School. Professional development activities will take place at various locations and be provided by FACTS Education Solutions, LCC.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet before the end of the year in which services have been offered to discuss the delivery and effectiveness of professional development services provided to teachers. Effectiveness of professional development will be determined through an evaluation by FACTS Education Solutions, LCC, and numerous walk-throughs and 2 informal classroom visitations by the principal of Our Lady of Mt Carmel. The representatives shall determine if any changes are needed in the services during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

Any Service Agreement entered between Our Lady of Mt Carmel and FACTS Education Solutions, LCC (hereinafter referred to "Parties") is not the responsibility of SYSD. The Parties are independent and are not agents or employees of SYSD. The work to be performed shall be in accordance with the work agreed between the Parties and shall have no authority, express or implied, pursuant to this MOU to bind SYSD to any obligation whatsoever, except as specifically provided in this MOU. Any additional personnel performing the Services under this MOU on behalf of the Parties shall at all times be under their exclusive direction and control. Parties shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services as required by law.

SYSD and Our Lady of Mt Carmel 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: _____



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

January 4, 2023

To Whom it May Concern,

Our Lady of Mount Carmel School is requesting allotted Title II fund allocations to be used towards professional development. The following professional development needs have been identified by informal teacher assessments or surveys and the school's goal toward enhancing student academic achievement:

Services to be provided by FACTS Education Solutions, LLC as a third party provider to deliver evidence-based professional development to teachers, staff, and principals. These services will include Universal Design for Learning framework. All services not to exceed to \$9,387.00

FACTS Education Solutions, LLC will consult with the private school principal and/ or school leaders to identify the outcome goals of the training sessions, evaluate the delivery and implementation of learned practices, and work cooperatively with the principal to evaluate the impact of the professional development to student academic achievement.

Blessings,

Sr. Juanita Pereyra, STS
Sister Juanita Pereyra, Vice-Principal
Our Lady of Mount Carmel School

Proposal for 2021-2022 Title II Professional Development
Our Lady of Mount Carmel School
San Ysidro School District
Proposal Date: 12/20/2022

Services Description

FACTS Ed will provide two (2) customized, on-site professional learning for up to 20 teachers and administrators of Our Lady of Mount Carmel School. The half-day workshops will take place from **9:00-12:00 on January 13** at St. Pius X School. Follow-up consultation will be determined by the evaluation survey results.

Universal Design for Learning

Universal Design for Learning (UDL) is a framework to improve and optimize teaching and learning for all people based on scientific insights into how humans learn. Teachers in this workshop will find out how the UDL framework guides the design of instructional goals, assessments, methods, and materials that can be customized and adjusted to meet individual needs.

Workshop A – for teachers with no experience with UDL:

Teachers will learn the key concepts of UDL and gain the knowledge needed to start using UDL in lesson and assessment design in order to develop expert learners. Teachers will develop a deeper understanding of UDL as part of a more comprehensive Multi-Tiered System of Support (MTSS).

Workshop B – for teachers who understand UDL:

Teachers will explore the three principals of UDL so they will be able to understand and implement the UDL strategies when they return to their classrooms.

The three Principles:

- Principle I. Provide Multiple Means of Representation. Present information and content in different ways.
- Principle II. Provide Multiple Means of Action and Expression. Differentiate the ways that students can express what they know.
- Principle III. Provide Multiple Means of Engagement.

Our Lady of Mount Carmel School principal will have an opportunity to speak to the facilitators prior to the session.

Support

Registration

Administrators will submit a list of attendees to FACTS Education Solutions at the conclusion of the workshop.

Materials

All materials required for the professional learning session will be provided by FACTS Ed.

Invoicing

FACTS Ed will invoice San Ysidro School District within 30 days of the event. Payment is due 30 days from receipt of the invoice.

Professional Development Compliance Documents

FACTS Ed will provide the following compliance documents:

- Participation report
- Agenda
- Session evaluation summary

School Contact Information	LEA Contact Information
Our Lady of Mount Carmel School 4141 Beyer Blvd San Ysidro, CA 92173 619-428-2091 Sister Eva Lujano principal@olmc.school Lucy Lozada lucylozada@olmc.school	San Ysidro School District 4350 Otay Mesa Rd. San Ysidro, CA 92173-1617 Elizabeth Originales elizabeth.originales@sysdschools.org 619-428-4476

Cost of Services \$ 3,700

Terms and Conditions

Professional Development pricing is based upon estimated service levels described above. FACTS Education Solutions has the capacity to provide professional development services in other event scenarios. If the number of sessions or event duration increases, prices will be adjusted and invoiced accordingly.

Quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal for services offered to Our Lady of Mount Carmel School.

As an authorized representative, I agree to the services proposed by FACTS Education Solutions.

Signed:		Printed Name:	
Title:	Institution:		Date:

Please complete, sign, and return to Jackie Degel jdegel@factsmgt.com

Proposal for 2022-2023 Title II Professional Development

Our Lady of Mount Carmel School

San Ysidro School District

Proposal Date: 10/06/2022

Services Description

FACTS Ed will partner with the Diocese of San Diego to provide two (2) days of virtual professional development for teachers and administrators from Our Lady of Mount Carmel School focused on Universal Design for Learning (UDL). Workshops will take place on October 21, 2022 and March 10, 2023.

Session Descriptions

Universal Design for Learning (UDL)

In order to meet the needs of all learners, we have to create inclusive and equitable systems that ensure that all students have equal opportunities to learn at high levels. We need to make sure students and educators are getting the support they need academically, behaviorally, and social-emotionally in order to succeed.

In this workshop, educators will learn the key concepts of UDL and gain the knowledge needed to start using UDL in lesson and assessment design in order to develop expert learners.

Educators will develop a deeper understanding of UDL as part of a more comprehensive Multi-Tiered System of Support (MTSS).

Educators will work in teams to understand how to collect and analyze student data to make it actionable and improve student learning. Educators will learn how to develop SMART goals in response to student data analysis.

Support

Registration

Diocese of San Diego will submit a list of attendees to FACTS Education Solutions at the conclusion of the workshops.

Materials

All materials required for the professional learning session will be provided by FACTS Ed.

Invoicing

FACTS Ed will invoice San Ysidro School District within 30 days of the event. Payment is due 30 days from receipt of the invoice.

Professional Development Compliance Documents

FACTS Ed will provide the following compliance documents:

- Participation report
- Agenda
- Session evaluation summary

School Contact Information Our Lady of Mount Carmel School Sister Eva Lujano principal@olmc.school	LEA Contact Information San Ysidro School District Elizabeth Originales elizabeth.originales@sysdschools.org 619-428-4476
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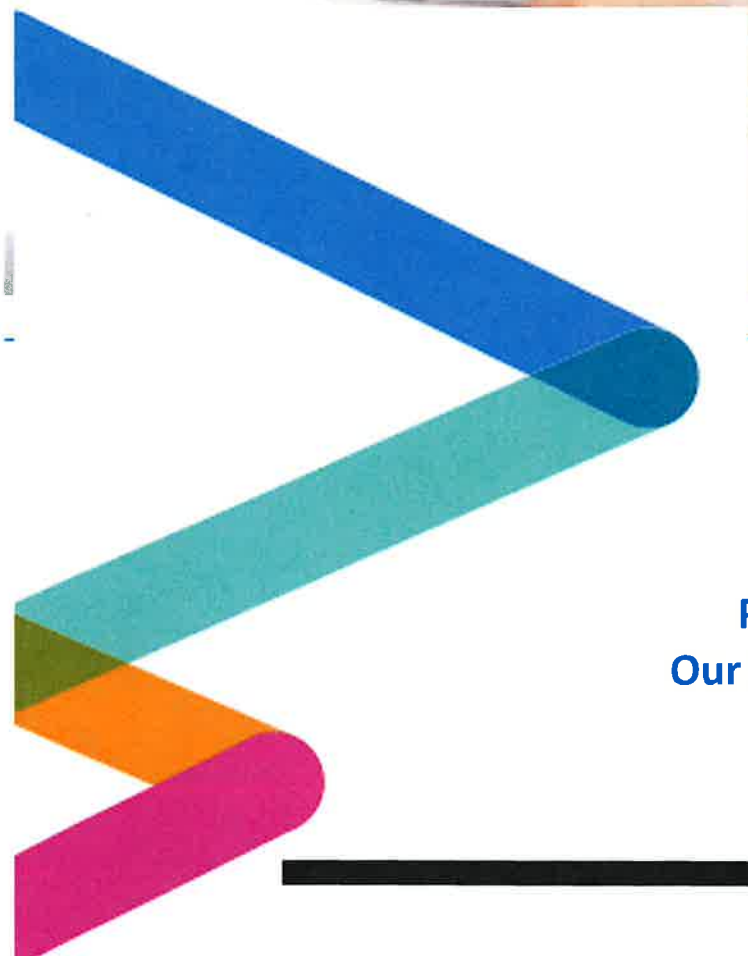
Cost of Services **\$2,300**

Terms and Conditions

Professional Development pricing is based upon estimated service levels described above. FACTS Education Solutions has the capacity to provide professional development services in other event scenarios. If the number of sessions or event duration increases, prices will be adjusted and invoiced accordingly.

Quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal for services offered to Our Lady of Mount Carmel School.

_____ Signature	_____ Date
_____ Printed Name	_____ Title



Professional Development Workshops
Our Lady of Mount Carmel Catholic School
Title II Proposal
Date: 01/10/23



Executive Summary

FACTS Education Solutions, LLC, (FACTS Ed) is pleased to submit this proposal for professional development services to Our Lady of Mount Carmel Catholic School in San Ysidro, CA.

FACTS Ed is a subsidiary of FACTS, the leading provider of financial services for private schools in America, currently serving more than 11,500 private and faith-based schools. Beginning in 2016, with a commitment to make a positive impact in the classrooms of the schools we serve, FACTS Ed has steadily grown to be the premier provider of educational services in nonpublic schools, nationwide. We have implemented our services in both large and small school districts, including Boston, Los Angeles, Miami, and Seattle, as well as San Bernardino, Des Moines, Sioux City, and Grand Rapids. We are driven to enhance the quality of teaching and leadership practices, ultimately supporting teachers and administrators in their quest to elevate the learning experience for children.

FACTS Ed offers supplementary instruction, academic intervention and professional development services in various forms, customized to meet the specific needs of the administrators and teachers, as well as students and their parents. With nationally respected educational specialists providing research-based professional development, our comprehensive, integrated programs include workshops, institutes, and webinars that promote professional learning communities and sustainable leadership, as well as teacher and leadership coaching focused on best practices for meeting the needs of the teachers and their students.

We look forward to this opportunity to continue our partnership with Our Lady of Mount Carmel Catholic School faculty and staff.

Contact Us

FACTS Education Solutions, LLC

121 S 13th Street
Lincoln, NE 68508

Carlos Hernandez

Regional Vice President
chernandez@factsmgt.com
Phone: 720.227.6515



Services Description

FACTS Ed will provide one customized webinar for the teachers of Our Lady of Mount Carmel School focused on standards referenced grading in the primary, intermediate, and middle school classrooms.

The webinar will take place on March 24, 2023 from 1:00-2:30 pm.

Event evaluations will be sent via email at the conclusion of each session to measure its effectiveness.

Session Description

Renaissance Professional Learning

Renaissance Professional Learning objectives help educators in using Renaissance assessment, practice, instruction, and data. New and returning teachers will receive training to maximize their implementation of the programs and differentiate instruction using the data. The workshop will re-introduce and examine:

- General Renaissance Star Resources
- Reporting and Data
- Fact Sheets
- Accelerated Reader Overview

Support

Registration

Administrators will be provided a registration link for teachers to register the webinars. Registered educators will receive a link to each webinar 24 hours prior to the event.

Registered and participating educators will receive an emailed certificate of completion. An administrator will email the participant list to FACTS Ed at the conclusion of the event.

Materials

All materials required for the professional learning session will be provided by FACTS Ed.



Invoicing

FACTS Ed will invoice San Ysidro School District within 30 days of the service. Payment is due 30 days from the receipt of the invoice.

Professional Development Compliance Documents

FACTS Ed will provide the following compliance documents:

- Participation reports
- Agendas
- Session evaluations

Participating LEA Contact San Ysidro School District San Ysidro, CA Ms. Lopez irene.e.lopez@sysdschools.org	Participating School Contact Our Lady of Mount Carmel Catholic School San Ysidro, CA Ms. principal@olmc.school
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Cost of Services: \$3,378.00

Price includes pre-event consultation between FACTS Ed presenter and principals one live webinar with guided conversation, and on-demand availability for three months after the recording of the live webinar.

Proposed Agreement

Professional Development pricing is based upon estimated service levels described above. FACTS Education Solutions has the capacity to provide professional development services in other event scenarios. If the number of sessions or event duration increases, prices will be adjusted and invoiced accordingly.

Quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal for services offered to Our Lady of Mount Carmel School.

Signed: 	Printed Name: <u>Sister Eva Lujano SJS</u>
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Title: Principal	Institution: Our Lady of Mt. Carmel School	Date: 01/12/2023
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Please complete, sign, and return to your FACTS Ed representative.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ 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 2022-2023 school year. The total allocation for Title IV, Part A funds for Our Lady of Mt. Carmel School should not exceed \$5,730.00.

Our Lady of Mt. Carmel is requesting \$2,250.00 to be used towards Renaissance Applications. Implementation of this program will allow teachers to review individual testing results and determine which students are lacking significant growth in the areas of Language Arts. The remaining \$3,480.00 will be used for tutoring services from The Ed Ladder to support student learning.

RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for the 2022-2023 Academic Enrichment Program Spending Plan for Title IV-A funds and services at the total amount of \$5,730.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

Total Allocation:

\$5,730.00

(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

2022-2023

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 2022-2023 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?

- Renaissance Applications – Freckle ELA Student Subscription in the amount of \$2,250.00
- Tutoring services from The Ed Ladder in the amount of \$3,480.00

Amount not to exceed: \$5,730.00

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 SYSD 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: _____



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

January 5, 2023

Needs Assessment Title IV :

Our Lady of Mount Carmel School requests Title IV allocations for Renaissance Applications. (\$2,250.00) Implementation of the Renaissance Program has allowed teachers to review individual reading/math testing results to determine which students are lacking significant growth in the areas of language arts and/or math. Fluency testing is also done on a quarterly basis to identify students that would benefit from in-depth reading skill development. For the remainder of the allocations (\$3,480.00) OLMCS requests Ed Ladder Company tutoring services. The Tutoring Coach will reinforce skills that student's teachers have identified as areas of need while providing support on school work.

Blessings,

Sr Juanita Pereyra SJS
Sister Juanita Pereyra SJS, Vice-Principal
Our Lady of Mount Carmel School

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Our Lady Of Mount Carmel School - 270691
4141 Beyer Blvd
San Ysidro, CA 92173-2133
Contact: Lucy Lozada - (619) 428-2091
Email: lucylozada@olmc.school

Reference ID: 635799

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	\$2,250.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$2,250.00

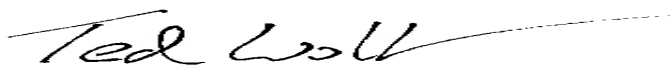
This quote includes: Renaissance Freckle.

- By signing below or using your subscription and/or service, you
- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
 - consent to the Terms of Service and License; and
 - consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Our Lady Of Mount Carmel School - 270691
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Emily Shafer at (310)407-0539, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details					
Our Lady Of Mount Carmel School - 270691					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Freckle ELA add-on Subject Student Subscription	12/01/2022 - 11/30/2023	250	\$9.00	\$0.00	\$2,250.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Our Lady Of Mount Carmel School Total				\$0.00	\$2,250.00

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Irene Herrera-Cevallos, VDM Principal
Erika Meza, OVH Principal

☐ Informational
☒ Action

AGENDA ITEM: GUEST SPEAKER AGREEMENT WITH NORMA TORRES PONCE

BACKGROUND INFORMATION:

The principals from Vista Del Mar Middle School and Ocean View Hills Elementary are requesting approval to offer a Parent Involvement Workshop at Vista Del Mar Middle School on February 2, 2023.

Guest Speaker, Ms. Norma Torres Ponce, will provide parents the opportunity to improve parental empowerment, increase positive parenting practices, parent awareness, increase social connections, improve child behavior, improve parent-child interactions, and/or improve parental/child well-being.

The 2-hour parent workshop will focus on:

- *Uncomfortable Reality, Sexual Abuse Prevention*

The workshops will be in Spanish with English translation, and each workshop will last two hours. The total cost of \$500.00 will be split between Vista Del Mar Middle and Ocean View Hills Elementary.

RECOMMENDATION:

Approve the agreement with Norma Torres Ponce to provide a Parent Involvement Workshop at Vista Del Mar Middle School at a total cost of \$500.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 5: Parent Engagement, Action 5.2: Provide parents with opportunities to provide input on decisions through involvement on site and district committees.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

\$500.00

(Amount)

Title I Funds (VDM & OVH)

(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between Norma Torres Ponce (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

To provide a Parent Education workshop for Ocean View Hills School and Vista Del Mar Middle School parents. A Spanish presentation with English translation will be offered to parents. The workshop will provide parents the opportunity to improve parental empowerment, increase positive parenting practices, increase social connections, improve child behavior, improve parent-child interactions, and/or improve parental well-being and awareness. Workshops give parents the information of how to prevent at-risks behaviors and the strategies that will help them educate a healthy, well mannered, independent, responsible and sensitive youth.

2. Scope of Services:

The SPEAKER shall perform the services described in the attached Exhibit A.

The term of this agreement is:

- Vista Del Mar Middle School – February 2, 2023 (\$500.00)
 - “Uncomfortable Reality” – Sexual abuse prevention workshop

3. Compensation:

DISTRICT shall pay SPEAKER an amount not to exceed \$500.00. The DISTRICT is not responsible for any other expenses.

SPEAKER shall submit to DISTRICT an itemized invoice which indicates work completed. DISTRICT shall review each invoice to determine that the work performed is in compliance with the provisions of this Agreement. DISTRICT shall pay SPEAKER within 30 days of work completed and in accordance with this Agreement. Please note: Payments cannot be made in advance of services.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Insurance

SPEAKER shall main, at own expense, Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “per occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury

with limits no less than \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000 the required occurrence limit. The San Ysidro School District must be named additional insured and endorsed.

Verification of Coverage

SPEAKER shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the DISTRICT before work/ services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SPEAKER's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of service stated in Section 2, above.

6. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

NORMA TORRES PONCE - GUEST SPEAKER

Signature: _____ Date: _____

Address: _____

Telephone: _____ E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173

(619) 428-4476 x3003

Board approved: _____

Parent Involvement Workshops 2022-2023
Propuesta de Talleres de Participación de Padres 2022-2023

Vista Del Mar Middle School (VDM) and Ocean View Hills School will create collaborative partnerships with families and the community to promote meaningful involvement in the learning and development of students. / *La Escuela Secundaria Vista Del Mar y la escuela primaria Ocean View Hills crearán asociaciones de colaboración con las familias y la comunidad para promover una participación significativa en el aprendizaje y desarrollo de los estudiantes.*

Guest Speaker/Workshop will provide parents the opportunity to improve parental empowerment, increase positive parenting practices, increase social connections, improve child behavior, improve parent-child interactions, and/or improve parental well-being. *Oradores invitados/taller para brindar a los padres la oportunidad de mejorar el empoderamiento de los padres, aumentar las prácticas positivas de crianza, aumentar las conexiones sociales, mejorar el comportamiento infantil, mejorar las interacciones entre padres e hijos y/o mejorar el bienestar de los padres.*

Presentations will be in Spanish with English Translation. / *Las presentacion será en español con traducción al inglés.*

Workshops: / Talleres de trabajo:

Presenter: / Presentador: Norma Torres Ponce

1. "Realidad que Incomoda" Taller de prevención de abuso sexual: / *"Uncomfortable Reality" Sexual abuse prevention workshop:*
Contenido: / *Contents:*
 - Tipos de Abuso infantil / *Types of Child Abuse*
 - Tipos de Violencia Sexual / *Types of Sexual Violence*
 - Tipos de Abuso Sexual Infantil / *Types of Child Sexual Abuse*
 - Factores de Riesgo / *Risk Factors*
 - Signos y Síntomas de Alerta / *Warning Signs and Symptoms*
 - Factores de Riesgo
 - ¿Qué hacer cuando se detecta un caso de abuso sexual? / *What to do when a case of sexual abuse is detected?*
 - ¿Qué es el ciberacoso? / *What is cyberbullying?*
 - ¿Cómo prevenir el ciberacoso? / *How to prevent cyberbullying?*

At VDM on February 2, 2023

Duration: 2 hours / *Duracion: 2 hours* Cost: \$500.00 dollars / *Costo: \$500.00 dólares*

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE SAN YSIDRO HEALTH AGREEMENT FOR
VARIOUS HEALTH RELATED SERVICES

BACKGROUND INFORMATION:

The San Ysidro Health has been providing health services to the students of the San Ysidro School District for several years. The District recognizes the importance of students' overall health and its relationship to learning. The District believes in the value of maintaining the quality of school health services offered to students and their families. The San Ysidro Health Center is a non-profit community clinic organized under the laws of the State of California, engaged in providing medical services within the County of San Diego.

The Memorandum of Understanding between the District and the San Ysidro Health for Health Related Services has been in place since September 1, 2021. This amendment is to include group health education in line with the California Healthy Youth Act (CHYA) education standards and adjacent adolescent health topics to be provided at San Ysidro Middle and Vista Del Mar Middle Schools.

Amendment No. 1 – Effective January 24, 2023 to August 30, 2026.

RECOMMENDATION:

Approve Amendment No. 1 to the San Ysidro Health agreement to provide additional health related services at district middle schools at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Climate ~ Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free. - Actions 3.7 and 3.11

☐ Renewal ☐ New ☒ Amendment ☐ Ratify ☐ Other

Financial Implications?

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

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

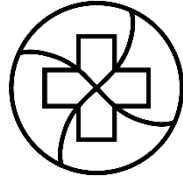
N/A

(Amount)

N/A

(Name of funding source and/or location)

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



SAN YSIDRO HEALTH

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
CENTRO DE SALUD DE LA COMUNIDAD DE SAN YSIDRO, INC.
D/B/A SAN YSIDRO HEALTH**

This First Amendment (the “Amendment”) is made and entered into on January 24, 2023 (the “Effective Date”), by and between by and between the San Ysidro School District, located at 4350 Otay Mesa Road San Ysidro, CA 92173 (hereinafter referred to as the “District”), and Centro De Salud De La Cominudad De San Ysidro, d/b/a San Ysidro Health, Located at 1601 Precision Park Ln., San Diego, CA 92173 (hereinafter referred to as “SYH”), (each a “Party” and collectively the “Parties”), with regard to the following:

WHEREAS, The Parties entered into that certain Memorandum of Understanding (hereinafter referred to as the “Memorandum”) dated September 1, 2021 wherein SYH shall provide those Services set forth in Section II to those Day Care, Preschools, Elementary and Middle Schools found within the District.; and

WHEREAS, as of the Effective Date of this Amendment, the Parties desire to modify Memorandum to expand services to include group/classroom health education in line with the California Healthy Youth Act (CHYA) education standards and adjacent adolescent health topics.

THEREFORE, in consideration of the mutual agreements, covenants, terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. In accordance with the requirements of Section XII. Miscellaneous Provisions 3. Modification/Amendments of the Memorandum, the Parties hereto agree to modify the terms and conditions of the Memorandum as further set forth herein.
2. As of the Effective Date of this Amendment, the following additions are made to section II. SERVICES:
 11. SYH shall provide group/classroom health education in line with California Healthy Youth Act (CHYA) education standards and adjacent adolescent health topics at San Ysidro Middle School and Vista Del Mar Middle School.
 12. SYH shall provide parent presentations/education regarding adolescent health topics and SYH adolescent health services at San Ysidro Middle School and Vista Del Mar Middle School.

13. SYH shall provide campus outreach to provide resources to students at San Ysidro Middle School and Vista Del Mar Middle School.

14. District shall provide adequate classroom or meeting space for health educators to conduct presentations including access to projector screens, or other similar equipment, for health educators. If such equipment is not available, District will provide ample notice to SYH so they can be prepared

5. Notwithstanding the foregoing modifications to the Memorandum, the provisions therein which are not affected by the amendments set forth above shall remain in full force and effect.

WHEREFORE, the Parties have caused this Amendment to the Memorandum to be signed and delivered as of the Effective Date first above written.

SAN YSIDRO HEALTH

Name: Kevin Mattson

Title: President & CEO

Date: _____

SAN YSIDRO SCHOOL DISTRICT

Name: Marilyn Adrianzen

Title: Chief Business Official

Date: _____

Board approved:

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Marilyn Adrianzen, Chief Business Official ☐ Informational
Dr. Jose Iniguez, Assistant Superintendent of ☒ Action
Admin. Leadership, School Support &
Safety

AGENDA ITEM: AGREEMENT WITH WATKINS ENVIRONMENTAL

BACKGROUND INFORMATION:

On November 10, 2022, the Governing Board the Roofing Project at District facilities. Before the roofing project can take place, certain studies need to be performed.

A limited asbestos and lead-based paint study was performed, and the results reflect the existence of asbestos on one of the buildings (district warehouse rooftop). For the project to move forward at this location, an asbestos abatement is required.

RECOMMENDATION:

Approve/Ratify the agreement with Watkins Environmental to provide an asbestos abatement on the District's warehouse rooftop at an estimated cost of \$2,965.00 from the Certificates of Participation refunding funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

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

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$2,965.00

(Amount)

Certificates of Participation Refunding 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, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on **December 16, 2022** by and between **WATKINS ENVIRONMENTAL**, 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 term of this contract shall begin on **December 17, 2022** with work to be completed on or before January 9, 2023 or until work is completed.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide Asbestos Abatement Services as per Exhibit A. Location: District Administration Building and Warehouse 4350 Otay Mesa Road, San Ysidro, CA 92173 (See the attached proposal referred to as Exhibit A of this agreement).

PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
 - Scope of Work Statement (Exhibit A)
 - Certificates of Liability Insurance
 - Additional Insured Endorsement(s)
 - Worker's Compensation Insurance (as required by law)
 - Waiver of Subrogation for both General Liability and Workers' Compensation
 - School Safety Certification Form
 - Covid-19 Vaccination Proof (Addendum)
 - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.
10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

Authorized Signature

Name

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

 DATE: _____

TEL # _____

EMAIL: _____

SAN YSIDRO SCHOOL DISTRICT

 Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED: _____

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and 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. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

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 they have made such site examination as they deem 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.

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.

4. **SUBCONTRACTORS.** 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 him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** 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.

6. **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.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi 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.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **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.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. 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.

14. **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.

15. **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.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under 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.

Contractor Initials _____

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **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.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he 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. 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 of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this 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 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.

25. **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 there from.

26. **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.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **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 authorized representatives to enter into agreements of each party to be bound thereby.

29. **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.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the 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 building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, 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.

32. **FINGERPRINTING REQUIREMENTS.** 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. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** 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. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

San Ysidro School District
SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION
CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony
listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) 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 from using

employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

CERTIFICATION:

_____(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide Live Scan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

Name & Title of authorized representative (*Print*)

Signature: _____

Date _____

December 14, 2022

Quote #Q-8297BB

Estimating Department
San Ysidro School District

Phone: (619) 428-4476

Project: SYSD District Warehouse
Subject: Asbestos Abatement

Dear Estimating Department,

Watkins Environmental is pleased to provide you with the following quote for work on your project. Our quote is based on the following Work to be Performed, Items Included in Quote, Items Excluded from Quote, and General Conditions of Quote.

Work to be Performed

Remove and dispose of the asbestos containing roof penetration mastic as identified and quantified within the *Limited Asbestos Survey* from **JMR** dated December 2nd 2022.

Our Price for this Work

\$2,965.00

This quote is valid for 30 days from the date of the quote. If you do not notify Watkins Environmental, Inc. with a notice of intent to award or issue a contract within the 30-day period, we retain the right to revise our price and re-submit. This quote is subject to any regulatory cost changes and industry cost increases that would require a modification to the quote. All work will be performed in strict compliance with all Federal, State and Local regulations.

We appreciate the opportunity to quote on your project. If I can be of any further assistance, please do not hesitate to call me at (858) 268-1500.

Sincerely,



Bryn Butolph

**Inclusions, Exclusions, and General Conditions
of Quote Q-8297BB, dated December 14, 2022**

Items Included in Quote:

- Only the specific scope of work identified under Work to be Performed.
- Prevailing wages.
- All required hazardous material notifications to proper agencies prior to our start of work.
- This price is based on one mobilization. Additional mobilizations will be billed to Owner/Client.

Items Excluded from Quote:

- GENERAL EXCLUSIONS: Any work not specifically identified under Work to be Performed, including, but not limited to: providing water or power, shoring/bracing, toilets, fencing, traffic control, security, scaffolding, work outside of normal business hours, payment or performance bonds, retention, de-nailing, weather protection, mark out, disconnecting, cutting, capping, redirecting, or removal of any utilities, commencement of any extra work without a mutually agreed upon lump sum price, permits of any kind, prevailing wages, removal of more than one layer of material, SWPPP requirements of any kind, removal of any items to be salvaged, saved, or stored,
- removal or the moving of any furniture, equipment, or other items required to access Watkins' work areas, layout of any kind, preparation of any kind for any new work, repair or replacement of any items or surfaces removed or damaged by a result of our work, including damaged paint, walls, doors, surfaces, ceilings, blinds, wallpaper, scratches to surfaces, scrapes, holes, chips, or discoloration, any third party air clearances, reports, inspections, air monitoring/sampling, wipe sampling, or bulk sampling, infectious control, responsibility of any new items not adhering to surfaces as a result of any materials, chemicals, or means and methods used by Watkins to complete their work.
- ASBESTOS EXCLUSIONS: Unless otherwise stated, the removal of any in-wall or inaccessible asbestos materials, removal of any non-visible asbestos containing materials, removal of any drywall that is not taped and/or textured, all friable/non-friable asbestos waste being transported and disposed of to any landfill not chosen by Watkins, and any items identified as "assumed" to be asbestos in the survey are excluded.
- LEAD-BASED PAINT EXCLUSIONS: Unless otherwise stated, the complete removal of lead-based paint from surfaces other than scraping of the loose and flaky, any lead painted surfaces identified as intact and/or in good condition, any lead removal or cleanup of any surrounding exterior surfaces or soils, and demolition debris being disposed of as anything other than construction debris are excluded. Watkins will not provide any demolition debris waste pile sampling/profiling as required for any demolition disposal by other trades. (Client/Owner acknowledges that exterior painted surfaces will have wear, tear, and damage over the years that will collect in surrounding soils and is considered a pre-existing condition.)
- EXTERIOR DEMOLITION EXCLUSIONS: Unless otherwise stated, the removal and disposal of any hazardous materials, de-watering, demolition of concrete walkways greater than 4" thick, building slabs greater than 6" thick, footings greater than 24"x24", capping sewer line at greater than 5' depth, excavation, grading, backfill, compaction, permits, fees, traffic control, mark out/layout, and capping of utilities are excluded.

General Conditions of Quote:

- GENERAL TERMS AND CONDITIONS: All required parking for Watkins employees and work vehicles shall be provided by Owner/Client. Watkins will not accept any back charges for damages as a result of their work. Owner/Client hereby acknowledges that the nature of the work being performed may require destructive means and methods. Owner/Client acknowledges damage to surfaces and items left behind may occur. Owner/Client acknowledges they have been advised that all furniture and furnishings shall be completely removed from the work area by Owner/Client prior to Watkins arrival and will not hold Watkins responsible for any damage to any items left in the work area. Access to work areas shall be provided as described at time of bid. Watkins shall retain all rights to any salvage materials/items relating to its work. In the event Owner/Client has Watkins proceed with work in any manner without a mutually signed contract, Owner/Client hereby agrees that this Quote shall be a binding contract. Owner/Client authorizes a Watkins representative to sign any manifests on their behalf should they not be available at the time a signature is needed.
- Owner/Client agrees that payment is due 100% net 30 days of invoice date. An interest rate of 15% per annum, or the maximum amount allowed by law, shall be charged on all past due amounts. Owner/Client hereby agrees that Watkins shall have the right to offset from any amount payable hereunder any amount that Owner/Client owes to Watkins.

AUTHORIZATION TO PROCEED

By signing this Authorization to Proceed, you agree that you have read the attached description of the **Work to be Performed** and you understand the **Items Included in Quote, Items Excluded from Quote**, and **General Conditions of Quote** for **Quote #Q-8297BB**, dated **December 14, 2022**. You are authorizing Watkins Environmental, Inc. to proceed. If you are not the Owner/Client, you warrant that you are duly authorized to sign on behalf of the Owner/Client listed. You agree to the quote amount and the payment terms. Any discrepancy or claim arising out of or relating to this project shall be settled in the County of San Diego by arbitration in accordance with construction industry arbitration rules of the American Arbitration Association. Prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney's fees incurred in enforcing its agreement. If this Quote Price is greater than \$25,000, then this Authorization to Proceed must be signed by a corporate officer of Watkins Environmental, Inc.

San Ysidro School District ("Owner/Client")

Authorized Signatory

Print Authorized Signatory

Date**Watkins Environmental Inc. ("Watkins")**

Authorized Corporate Signatory

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:

Accept donations valued at \$27,711.46 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 2022-2023 Budget?

☐ Yes ☐ No

Requisition #

DONATIONS
\$27,711.46

(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 2022-2023 DONATIONS

BOARD MEETING: 01-23-23		<u>Donation</u>		<u>Purpose / Description</u>
<u>From</u>	<u>To</u>	<u>Cash/Check Amount</u>	<u>Estimated Value of items/supplies</u>	
Usborne Book & More	District-wide	N/A	\$210.00	30 books for Foster Youth
Project Lead The Way	District	N/A	\$3,695.00	Teacher Elva De Baca to attend 2023 ASITGSV Summit
KGTV, ABC, 10News & Scripps Howard Fund	Smythe	N/A	\$18,206.46	Scholastic Book Fair Literacy Project to provide each student at Smythe with 6 new books of their own to take home.
Batta Fulkerson, LLP	Willow	N/A	\$5,000.00	Toys for each student at Willow School
Zoological Society of San Diego	La Mirada	\$300.00	N/A	Grant - Fieldtrip Bus fees reimbursement (11/28/22)
Zoological Society of San Diego	La Mirada	\$300.00	N/A	Grant - Fieldtrip Bus fees reimbursement (12/1/22)
		\$600.00	\$27,111.46	
TOTAL:		\$27,711.46		

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAM'S
SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2022-23

BACKGROUND INFORMATION:

Pursuant to regulations adopted by the State of California in the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from October 1, 2022 to December 31, 2022, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

<u>Type</u>	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:

Accept the Report of William's Settlement related complaints for the second quarter from October 1, 2022 to December 31, 2022 of the 2022-23 school year for submission to the San Diego County Office of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety

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

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2022-2023 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, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: NATIONAL FOUNDATION FOR AUTISM RESEARCH (NFAR)
TEACHER'S GRANT FUNDING AGREEMENT 2022-2023 SCHOOL
YEAR

BACKGROUND INFORMATION:

The National Foundation for Autism (NFAR) has agreed to provide funding for the products, equipment and/or materials as specified in the grant proposal "Scientist at Work" to assist in the teaching of students with autism during the 2022-2023 school year. Grant No. P-22-T-148-Monet at a total amount of \$500.00 was awarded to Ms. Marsha Monet, one of the District's special education teachers.

RECOMMENDATION:

Approve the Grant Funding Agreement with National Foundation for Autism Research Teacher's and acceptance of Grant No. P-22-T-148-Monet at a total amount of \$500.00 for school year 2022-2023

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.1: Update technology plan to improve services district-wide (i.e., Maintain 1:1 device at all school sites and equipment, software, & digital literacy/digital citizenship, etc.) to increase digital access for all students, including unduplicated students. Continue to provide professional learning opportunities and support in the area of technology and digital literacy/digital citizenship and support implementation of 21st century skills for all student including unduplicated students.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

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

Requisition #

☐ Yes

☒ No

☐ Yes

☐ No

GRANT AWARD
\$500.00

(Amount)

NFAR Grant

(Name of funding source and/or location)

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

December 10, 2022

Project Grant Number: P22-T-148-Monet
RE: Scientists at Work

Dear Marsha,

We appreciate your taking the time to apply to the 2022 - 2023 NFAR Teacher's Grant Program for funding of educational materials that can help your students to learn and grow.

Congratulations! We are pleased to inform you that your grant application entitled **"Scientists at Work"** was selected and approved for a funding amount of **\$500**.

Attached you will find "NFAR Teacher's Grant Terms and Conditions." Please review the attached contract and email or mail back to us **a signed copy**. NFAR will begin the funding process for your proposal once we have received the signed Terms and Conditions agreement. The check will be made out to your District but mailed **DIRECTLY** to you at the address as shown below. If you have any questions, please contact us at grants@nfar.org.

Returned signed grant contract to:

By Email: sharon.leon@nfar.org

By Mail: NFAR
 PO Box 502177
 San Diego, CA 92150

Check will be mailed to:

Marsha Monet
San Ysidro Middle School
4345 Otay Mesa Rd.
San Ysidro, CA 92173

NFAR TEACHER'S GRANT FUNDING AGREEMENT 2022/2023

Terms and Conditions: Grant Reference Number P22-T-148, Funding Amt: \$ 500

The National Foundation for Autism Research (NFAR) has agreed to provide funding for the purchase the products, equipment and/ or materials as as specified in the grant proposal entitled "Scientists at Work" to take place during the 2022/2023 school year.

The Recipient of this Grant, **Marsha Monet, San Ysidro Middle School, San Ysidro School District** agrees to follow-through with the activities as specified in the grant. In the event of the following, NFAR will be given prior notification:

- (1) If there is any change in the items requested or change in scope of project.
- (2) Change in school, agency or classroom by the recipient of the grant funding within the current school year.

In addition, please send NFAR a picture of you, and/or your class and materials purchased.

It is the intent of NFAR to assist you in the teaching of your students with autism. If you elect to leave your profession, we request that the materials remain with the school program/agency for the purposes of continuing to be of use in the education of students with special learning needs.

By signing below, you agree to abide by these Terms and Conditions,

Marsha Monet
Teacher (Print)

Marsha Monet
Teacher Signature

12.14.2022
Date

Principal (Print)

Principal Signature

Date

Marilyn Adrianzen

Chief Business Official

Date

Board ratified: 01-23-23

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: FIRST AMENDMENT TO COMMERCIAL SERVICES AGREEMENT WITH
COX COMMUNICATIONS CALIFORNIA, LLC

BACKGROUND INFORMATION:

In 2020, Cox Communications was awarded the E-Rate bid for internet services and Metro-E data connectivity between schools through RFP 02 (2019/2020) Fiber Metro Ethernet WAN. The original agreement was for three years and included two (2) one-year optional renewal periods as listed below.

- Initial Contract: July 1, 2020 to June 30, 2023
- Amendment 1: July 1, 2023 to June 30, 2024
- Amendment 2: July 1, 2024 to June 30, 2025

This First Amendment to Commercial Services extends the term of the initial agreement from July 1, 2023 until June 30, 2024. The monthly cost of \$10,100.00 will remain the same as well as the services rendered during this extension. Applications will be submitted for approval to USAC requesting E-Rate discounts be continue through the Amendment 1 term providing up to a 90% discount based upon the District's free and reduced lunch program percentage and to the California Teleconnect Fund (CTF) for up to an additional 50% discount.

COX CALIFORNIA TELCOM, LLC – ICB COMMERCIAL SERVICE AGREEMENT	
Cox Optical Internet (2GB)	\$2,180.00
Metro-E UNI Intrastate (8GB)	\$2,495.00
Metro-E UNI Intrastate (1GB)(7 sites)	\$5,425.00
Total Monthly	\$10,100.00*

RECOMMENDATION:

Approve the First Amendment to Commercial Services with Cox California LLC, to extend the term of the agreement through June 30, 2024 at cost of \$121,200.00 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 2022-2023 Budget?

☒ Yes ☐ No

Requisition #

\$121,200.00

(Amount)

General Fund

(Name of funding source and/or location)

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

FIRST AMENDMENT TO COMMERCIAL SERVICES AGREEMENT

This First Amendment to Commercial Services Agreement (the “**Amendment**”), is dated as of December 6, 2022 (the “**Effective Date**”), and is entered into by **Cox Communications California, LLC** (“**Cox**”) and **San Ysidro School District** (“**Customer**”), whereby Cox and Customer are referred to individually in this Amendment as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Parties previously entered into a certain Commercial Service Agreement dated as of February 7, 2020 (the “**Agreement**”) whereby the Parties agreed that Cox would provide various communications services to Customer at various Customer locations.

WHEREAS, the Parties wish to formally amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. The parties acknowledge that Customer has two (2) one-year renewal options under the Agreement. Customer hereby exercises the first of the two (2) renewal options, which shall extend the Term of the Agreement for one (1) year beginning on July 1, 2023 and expiring on June 30, 2024.
- B. Except for the terms that have been specifically amended by this Amendment, all of the remaining terms and conditions of the Agreement are hereby ratified and reaffirmed by the parties, and shall hereafter remain unmodified and in full force and effect, as the same have been amended herein.

Service/Equipment Description	Quantity	MRC per circuit/total MRC	NRC
Cox Optical Internet 2 Gb	1	\$2,180	\$0
Metro E-8 Gb UNI Intrastate	1	\$2,495	\$0
Metro E-1 Gb UNI Intrastate	7	\$775/\$5,425 Total	\$0
	MONTHLY TOTAL:	\$10,100	\$0

[signatures on next page]

IN WITNESS WHEREOF, the Parties hereby execute this Amendment to be effective as of the date first written above.

COX:

Cox Communications California, LLC

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER:

San Ysidro School District

By: _____
Name: Marilyn Adrianzen
Title: CBO
Date: _____
Board approved:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:

Marilyn Adrianzen, Chief Business Official
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE MASTER AGREEMENT WITH PBK FOR ARCHITECTURAL & ENGINEERING DESIGN SERVICES - PLAYGROUND PROJECT

BACKGROUND INFORMATION:

The District is expecting the delivery of modern playground equipment for La Mirada and Smythe Elementary Schools. The equipment was ordered approximately one year ago and will require substantial space and ground preparation.

PBK was selected as the Architectural and Engineering firm for the Long Range Master Facilities Plan. The Playground Project at La Mirada and Smythe Schools is one of the projects listed. PBK will provide architectural and engineering services to meet the Department of State Architect (DSA) and other compliance requirements.

RECOMMENDATION:

Approve Amendment No. 2 to the Master Contract with PBK for architectural and engineering design services for the Playground Project at Smythe and La Mirada Elementary Schools in an estimated cost of \$70,000.00 from the General Obligation Bond funds and/or State School Facilities Program (SFP) Modernization Reimbursement funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

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

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$70,000.00

(Amount)

General Obligation Bond and
SFP Modernization Reimbursement Funds

(Name of funding source and/or location)

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

SECOND AMENDMENT TO MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into this January 24, 2023, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **PBK** (hereinafter referred to as "Architect").

RECITALS

WHEREAS, on or about April 15, 2022, the District and Architect entered into a Master Agreement For Architectural Services (the "Agreement") with Architect for provision of architectural services on the District-Wide Bond Program (collectively, the "Project"), with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project; and

WHEREAS, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project:

- **Architectural/Engineering Design Services for the playground structures at Smythe and La Mirada Elementary Schools**

WHEREAS, the Agreement permits the District and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

WHEREAS, the District and Architect now desire to amend the Agreement to explicitly memorialize the mutually agreed upon scope of work and fee for Architect to provide design services for the component(s) of the Project identified above.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. Amendment Terms.

The Agreement is hereby amended as follows:

A. Scope of Project Component Assigned. The Parties have agreed that the scope of work for the design services for the assigned component(s) of the Project shall be as described in **Exhibit "A"** to this Amendment. Except as expressly detailed and/or set forth in **Exhibit "A,"** all such design services shall at all times be fully compliant with all terms and conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.

B. Compensation. The Architect's compensation for the work set forth in this Amendment shall be a fixed fee not-to-exceed \$40,000.00 and a Topographic and Utility Survey billed as an allowance not to exceed \$30,000.00.

C. This Second Amendment shall only be effective upon the execution by both the District and Architect.

D. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This Second Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

SAN YSIDRO SCHOOL DISTRICT

PBK

By:_____

By:_____

Name: Marilyn Adrianzen

Name: _____

Title: Chief Business Official

Title: _____

Board approved:

December 19, 2022

VIA: Email



San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: Fee Proposal – Playgrounds at Smythe and La Mirada Elementary Schools

Thank you for the opportunity to provide Architectural/Engineering Design Services for the playground structures at Smythe and La Mirada Elementary Schools. PBK proposes to deliver full design services for this project based on the scope of work and services as outlined herein.

I. SCOPE OF WORK:

- A. Design architectural design services for new playground structures at Smythe and La Mirada Elementary Schools. The play ground design and construction documents will be supplied by the District and incorporated into a construction document set for DSA submittal and approval.

II. SCOPE OF SERVICES

- A. Provide architectural design services for a bid ready set of construction drawings and specifications for the scope of work stated above. The playground equipment construction document will be provided by the District and will be included in the submittal and approval to DSA.
- B. A cost estimate will be provided at the completion of the Design Development phase. The District will provide the cost for the playground structures and installation.
- C. This project will be submitted to DSA for review and approval.
- D. PBK will provide construction administration and close out services.

III. ASSUMPTIONS & EXCLUSIONS:

- A. The District will provide as-builts of all previous improvements to the site.
- B. A site topographic survey will be provided by the District if required.
- C. DSA approved design and construction documents for the playground equipment. All design and structural calculations shall be provided by the playground equipment manufacturer.
- D. Structural, electrical and landscape design services.

IV. COMPENSATION:

- A. **Basic Services:** Compensation for Basic Services shall be based on a fixed fee of \$40,000.
- B. **Topographic and Utility Survey:** Billed as an allowance not to exceed \$30,000.

V. DESIGN SCHEDULE:

- A. The project deliverable will be submitted To DSA within twelve weeks from the Districts notice to proceed.

VI. SERVICES OUTSIDE THE BASE SCOPE OF WORK:

- A. If additional work is required beyond what is noted above, PBK will provide services for these scope of work items on an hourly basis per the Hourly Rate Sheet included in the master agreement. No additional services will be performed prior to receiving written authorization.

All of us at PBK are grateful for the opportunity to submit this proposal. Please do not hesitate to call at any time if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'C Forte', with a stylized flourish at the end.

Chuck Forte
Senior Project Manager, PBK

cc: Jose Videla PBK
Stephanie Quintero PBK

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TEACH FOR AMERICA

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Teach for America, Inc., a Connecticut non-profit. Teach For America – San Diego is building an Alumni Recruitment & Retention Program that seeks to mobilize Teach For America’s alumni to accelerate the pace of change towards educational equity. The District seeks to procure services such as recruitment of experienced teachers and leaders who are trained to lead students to academic achievement for placement in the 2023-24, 2024-25, and 2025-26 School Years.

The term of this Agreement will be for a period of three (3) years and will cover the 2023-2024, 2024-25, and 2025-26 academic years. This Agreement will expire on June 30, 2026.

RECOMMENDATION:

Approve the agreement with Teach for America to procure services such as recruitment of experienced teachers and administrators for placement from 2023-2026.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

TBD

(Amount)

TBD

(Name of funding source and/or location)

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

EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (“Agreement”) entered into on **Monday January 23, 2023** and is between Teach For America, Inc. (“Teach For America”), a Connecticut non-profit and **San Ysidro School District** (“District” (each, a “Party” and collectively “the Parties”).

Whereas, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective leaders specifically equipped to enhance student achievement in under-resourced school systems; and

WHEREAS, Teach For America – San Diego is building an Alumni Recruitment & Retention Program (the “Program”) that seeks to mobilize Teach For America’s alumni (“TFA Alumni”) to accelerate the pace of change towards educational equity; and

WHEREAS, the District seeks to procure services such as professional development support services and recruitment of experienced teachers and leaders who are trained to lead students to academic achievement for placement in the 2023-24, 2024-25, and 2025-26 School Years.

NOW, THEREFORE, in consideration of the agreement made and the payment to be made by the District, the Parties agree as follows:

I. PARTNERSHIP EXPECTATIONS

A. Teach For America Responsibilities:

1. Candidate Recruitment

- i. Teach For America will utilize its TFA Alumni database and network to execute informed and targeted outreach to TFA Alumni.
- ii. Teach For America agrees to use reasonable efforts to identify TFA Alumni candidates for positions identified by the District. However, the Parties acknowledge that Teach For America cannot and does not guarantee that it will be able to successfully identify eligible TFA Alumni candidates for each open position.
- iii. Teach For America will share the list of TFA Alumni for positions with the School Partner on a regular basis through written communication (“Referral Notification”). The Parties will indicate both new leads and “Stale Leads,” as defined below, within 5 business days.

2. Vetting Support.

- i. Teach For America and the District shall discuss the services to evaluate candidates as needed. Teach For America will, whenever possible, seek to vet candidates based on the District’s hiring criteria.
- ii. The Parties acknowledge that TFA Alumni are individually responsible for completing all credential requirements. Teach For America is not responsible in the event of any failure by an individual TFA alumni recruits to fulfill obligations to maintain their teaching or administrative services credentials.

B. District Responsibilities:

1. Support Services.
 - i. In accordance with the terms of this Agreement, the District shall confirm Support Services set forth in Appendix A.
2. Recruitment and Placement Services
 - i. Vacancies.
 1. District shall communicate open positions to Teach For America in a timely manner.
 - ii. Referral Notifications.
 1. District will acknowledge in writing whether District has had contact with a TFA recruit in the past, and the date of last contact, by reviewing the Referral Notification from the TFA San Diego team within 5 business days, indicating whether the referred TFA recruit is a new lead or “Stale Lead”. Stale Leads are defined as:
 2. Any TFA recruit in the District hiring pipeline within the last 12-18 months; AND
 3. Are not currently employed by the District.
 - iii. District agrees that Stale Leads are prospects the District was unable to successfully convert into an employee. District also acknowledges and agrees that any such successful conversion would not be possible without significant effort by Teach For America; therefore, District agrees that Teach For America will be paid a fee, outlined in Section III.A. in recognition for each such conversion.
3. Data Sharing.
 - a. In order to determine the effectiveness of Teach For America’s recruitment efforts aligned with the District’s priorities, the District

shall work with each TFA recruited teacher hired by District to share with Teach For America the following data at their classroom level for: Total # of students, class averages on quarterly school-administered assessments (examples: reading growth at beginning, middle and end of year, student class averages on assessments, end of quarter exams), and average class attendance.

- b. In order to determine the effectiveness of Teach For America's recruitment efforts aligned with the District's priorities, the District shall share with Teach For America the following data at the school level for each TFA recruited leader hired by District: Total number of students, school level averages on quarterly school-administered assessments (examples: reading growth at beginning, middle and end of year, end of quarter exams), and average school-wide attendance.

4. Professional Development and Data Access.

- a. Professional Development and Support Services.
 - i. As mutually agreed to by both parties and as set forth in Appendix A, during the course of the academic year, Teach For America may provide select professional development services and activities for participating TFA Alumni and other District employees, as well as on-line data storage services to facilitate such professional development services (the "Professional Development and Data Storage Services").
- b. Data Access.
 - i. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of de-identifiable student information on Teach For America's proprietary software and servers. Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and

its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), District hereby acknowledges that, in the course of providing the Professional Development and Data Storage Services, Teach For America has legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).

c. Hiring and Fees

- i. District will ensure that any TFA Alumni hired by District under this Agreement will function as a full time employee in the position. District may hire TFA Alumni for one of the following positions: Classroom teachers, school leaders (including but not limited to principals, head of school), assistant principals, instructional coaches, or school support staff.
- ii. Over the course of the school year, District agrees to participate in regular conversations with Teach For America with the goal of engaging in initiatives for this school year to recruit and retain alumni
- iii. District agrees to pay TFA a one-time fee equivalent to 10% of the salary of each educator or leader employed by District under the terms of this Agreement.
- iv. District acknowledges and agrees that fees may not fully reflect the costs incurred by Teach For America for the recruitment, vetting, referral, professional development, and support services of TFA Alumni;
- v. District agrees to pay TFA for services rendered as described in Appendix A.

- A. Invoice. Teach For America will invoice District for all fees due under this Agreement and District shall make payment to Teach For America within 30

days. A failure to provide an invoice does not constitute a breach on behalf of Teach For America nor does such failure negate District's responsibility to pay. For the avoidance of doubt, District will be invoiced fees for each hired TFA alumni educator and leader after 90 days of employment, as well as quarterly invoices for professional services rendered. For the sake of clarity, District shall be invoiced for all fees.

- B. Refund Policy. Teach For America has no obligation to refund to District any amount paid by District
- C. Term. The term of this Agreement will be for a period of three (3) years and will cover the 2023-2024, 2024-25, and 2025-26 academic years. This Agreement will expire on June 30th, 2026.
- D. Termination. This Agreement may be terminated at any time by mutual written agreement of the Parties. In the event of termination, Teach For America will be entitled to all outstanding amounts due up to the date of termination. The Agreement may also be terminated by either Party in the event of a material breach of this Agreement or purpose of this Agreement by either Party, where such breach is incapable of being cured or, if capable of being cured within thirty (30) business days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.
- E. No Employment Relationship. While the TFA recruited teacher hired by District shall be considered a District employee, no Employee Relationship between Teach For America and District shall exist. Under no circumstances shall any Teach For America personnel be deemed to be an employee of District. The Parties acknowledge that this Agreement does not create an employee relationship between the parties. Teach For America will retain sole and

absolute discretion over the manner and means of carrying out Teach For America's activities and responsibilities hereunder.

- F. Teach For America's Discretion Over Work. Teach For America will retain sole and absolute discretion over the manner and means of carrying out Teach For America's activities and responsibilities hereunder and will dictate its time of performance. Teach For America agrees that it is a separate and independent enterprise from District, that this agreement does not require Teach For America to perform work exclusively for District, and that it has exercised its full opportunity to find other business, and that it will utilize a high level of skill and independence necessary to perform the work.
- G. Confidentiality. District shall hold all non-public information, written or oral, whether or not it is marked as confidential, that is disclosed or made available to District, directly or indirectly, through any means of communication by Teach For America (the "Confidential Information") in confidence in accordance with the terms of this Agreement. Confidential Information shall only be used in accordance with the terms of this Agreement and District shall exercise at least the same degree of care as it uses with its own confidential information, but in no event less than reasonable care. District may disclose Confidential Information to 1) its representatives but only to the extent necessary to carry out the terms of this Agreement and 2) to a third-party only if required to do so, and only to the extent permitted, by law.
- H. Intellectual Property Ownership.
- a. Teach For America owns, and retains all rights, title, copyright, trademark, trade secret, patent and other proprietary rights in the intellectual property provided as part of the professional development services set forth in this Agreement. This Agreement is NOT a sale of the

intellectual property or any copy of it. District obtains only the rights specified in this Agreement. Teach For America reserves all rights not specifically granted.

b. In consideration for the Fees paid as set forth in Section II.A, Teach For America grants to District a nonexclusive, non-transferrable, non sub-licenseable, restricted right to use the intellectual property solely for internal business purposes, in accordance with the terms of this Agreement.

J. Survivability. In the event of the expiration or termination of this Agreement, Section II.A. (Fees), II.C. (Refund Policy), II.E. (Termination), II.H. (Confidentiality), and II.K. (Mutual Indemnification / Limitation of Liability) shall survive.

K. Mutual Indemnification / Limitation of Liability

(i.) To the extent permitted by applicable state laws and regulations, District will indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") to which such TFA Indemnitee may become subject arising out of the provision by Teach For America to District, except to the extent such Losses result from the willful misconduct or gross negligence of such TFA Indemnitee.

(ii.) Teach For America will indemnify and hold harmless the District and its officers, directors, employees and agents against any and all Losses to which such District may become subject arising out of the provision by Teach For America to District of services hereunder, except to the extent such Losses

result from the willful misconduct or gross negligence of such District Indemnatee.

(iii.) Neither Teach For America nor any of its officers, directors, employees or agents shall be liable to District for any Loss incurred by District connection with the matters to which this Agreement relates, except for a loss resulting from willful misconduct or gross negligence on the part of Teach For America; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability District or any connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to Teach For America by District pursuant to this Agreement.

- L. Surveys. District acknowledges that Teach For America may survey individual constituents, teachers, etc. at professional development sessions regarding its programming and professional development.
- M. Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, will be valid or binding unless set forth in writing and signed by each Party.
- N. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement, and all of which, taken together, will be deemed to constitute one and the same agreement.
- O. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the State of Oklahoma.

- P. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, that illegal, unenforceable or invalid provisions or part thereof will be stricken from this Agreement, and the provision will not affect the legality, enforceability or validity of the remainder of this Agreement.
- Q. Notices. Unless provided otherwise, all notices will be in writing and sent to the addresses set forth below. Notices will be delivered by personal messenger, overnight courier, registered or certified mail or (except in the case of notice of any alleged breach of this Agreement) transmitted through facsimile (provided there is confirmation of receipt of such transmission). The addresses of the Parties are as follows:

District:	Business Services 4350 Otay Mesa Road San Ysidro, CA 92173 Fax (619) 428-9355	Human Resources 4350 Otay Mesa Road San Ysidro, CA 92173 Fax (619) 662-1823
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Teach For America:	9393 Lightwave Ave San Diego, CA 92123
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IN WITNESS WHEREOF, each of District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

San Ysidro School District

By _____

Name: Marilyn Adrianzen
Title: Chief Business Official
Address: 4350 Otay Mesa Road, San Ysidro, CA 92173
Email: marilyn.adrianzen@sysdschools.org

TEACH FOR AMERICA, INC.

By _____

Name

Title

Address: 9393 Lightwave Ave, San Diego, CA 92123

Appendix A

1. Recruitment and Placement

Service Description	Cost
Recruitment and Placement of Teach For America Alumni Educators and Leaders TFA will search for highly qualified candidates (teachers and administrators) who demonstrate a commitment to equity, the communities the district serves, and a track record of results. TFA will facilitate the introduction and hiring to the district.	10% of salary, if hired (one-time fee)

2. Support Services

A-la-Carte Development	
Service Description	Cost
Aspiring School Leaders Fellowship Program Participants will engage in monthly in-service professional development in a cohort setting. Sessions will focus on strengthening the skills and competencies aspiring leaders need to be effective school leaders. Teach For America will work with the district to determine size, scope, and directionality of fellowship. <i>Eligibility Requirements:</i> Participants must either be enrolled in a Preliminary Administrative Services Credentialing (PASC) program or already hold their administrative services credential. The San Diego County Office of Education offers a PASC program for ~\$8400 for a 17-month program beginning in January and August each year. Ideally, the district would pay at least half of the fee to participate in the	\$10,000/participant - 12-month cohort <u>without</u> individual coaching \$12,500/participant - 12-month cohort <u>with</u> individual coaching Optional, but suggested: \$4200/pp (50% scholarship for PASC program)

program.	
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On-The-Ground Support (OTG) Support is provided in-person and can include accompanied walkthroughs with leaders and instructional staff (diagnostic, evaluative, and developmental walk throughs); targeted walk-through by TFA with data analysis summary provided for the district; observations of and targeted feedback on classroom instruction, coaching meetings conducted by instructional leaders; and/or in-person debriefs of OTG observations with the district.	Individual Session: \$400/hour Package: \$1,250/4 sessions
Transformational Coaching Coaching provided to the district's leaders on a 1:1 or intentional small group basis (ex. leadership team, instructional coaches). Transformational coaching helps to identify leaders' core beliefs and ways of being as the foundation of how to lead, interact, and affect positive outcomes	Individual Virtual Coaching: \$300/hour 5 2-hour in-person sessions (inc. planning): \$5000 for small cohort (3-5 participants)

Instructional Leadership Coaching Coaching provided to the district’s leaders on a 1:1 or intentional small group cohort basis (ex. leadership team, instructional coaches). Instructional leadership coaching helps school leaders to define a ‘bar of excellence’ in teaching and learning, effectively and efficiently coach to that bar, and monitor progress and celebrate wins along the way! This coaching requires on-site observations and/or permission to collect video footage from classroom instruction, coaching meetings, and professional development led by Teach For America.	Individual Virtual Coaching: \$300/hour 5 2-hour in-person sessions (inc. planning): \$5000 for small cohort (3-5 participants)
Pre-planning that is done <i>in advance</i> of OTG or planning and resource gathering that is done to summarize and catalyze next steps <i>after</i> an OTG experience. This includes time spent on data analysis, goal-setting and progress monitoring (or the development of such tools for the district’s use). This also includes planning done for any professional development that Teach For America may lead for the district’s leaders and/or staff.	\$250/hour (~ 1 hour per hour of OTG) Pre/Post OTG and Professional Development Planning

Leading Staff Professional Development* TFA led professional development (PD) for leaders/staff in alignment with agreed upon session objectives to accelerate the goals the district has for its school. Topics could include: 1. Instructional Excellence (Examples: Get Better Faster Series) 2. Data Driven Practices (Examples: Looking at Student Work, Daily Data Dives, Data Analysis + Goal Setting) 3. JEDI Leaders (Examples: Justice, Equity, Diversity and Inclusion Series of PD for adult staff) 4. PLCs (Examples: Empowering teacher-leaders to lead effective PLCs) 5. Coaching for Equity (Example: Coaching series on the tenets of Elena Aguilar’s Coaching for Equity) <i>*This does <u>not</u> include the planning for professional development. Please see above.</i>	Individual Session: \$500/hour Series Options: \$5000 for 5 2-hour in-person sessions \$5000 for 10 1-hour sessions for mid-size groups (ex. 5-10 people from a department or grade level) School-wide PD price to be determined based on size of
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	group and scope of work
Lead PLCs and Leadership Teams Different from the above description, this service puts Teach for America in the driver's seat of team leadership. The TFA member would set agendas, lead team meetings, monitor progress to goals, and provide resources to support the team's achievement.	\$400/hour
School-Wide Analysis and Review (SWR) This is a unique service feature designed to help schools and school leadership teams understand the complexity of their organization and how it produces the outcomes it is currently achieving or experiencing. The SWR analyzes the school's performance through a framework that examines the school's leadership/leadership team, culture and climate (including culturally sustaining practices), teaching and learning, student achievement, and operations/compliance/sustainability. Through artifact analysis, intentional	\$4,000/day Requirements: team of 3 school leaders for 8hrs/day 2-day minimum on initial visit; minimum

observation, and stakeholder feedback, the SWR team synthesizes the data and develops a customizable report that identifies strengths and opportunities to leverage and works in collaboration with site leadership to develop a strategic action plan to address areas of growth in alignment with the school's priorities and the SWR's actionable set of recommendations.	of 1 day for follow-up visit
Introduction and Reception Events Social events with the purpose of introducing pre-screened, qualified aspiring school leader candidates and educators to the district's leaders and initiatives.	Price to be determined based on venue size, agenda, and number of participants
Hiring Practice Review and Revamp To attract, hire, and retain a more diverse staff, the recruitment and hiring practices that have produced the homogeneous results that perpetuate the representation gap must be examined. To robustly review and reconstruct an equity-based, anti-bias talent process, there are three stages: 1. Research and review existing practices and define the district's leadership competency model 2. Design and pilot new hiring practices and provide professional development on anti-bias and culturally responsive decision-making 3. Roll out revamped recruitment and hiring process, as well as train all stakeholders engaged in the talent process <i>The scope of this work is large. A systemic revamping of hiring processes is a multi-year process. If districts are not ready for full revamp, TFA can identify a portion of the process on which to focus and apply the 3-part process.</i>	Price to be determined based on scope of work

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 23, 2023

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

FROM:
La Mirada Elementary School
Laura English, Principal

☐ Informational
☒ Action

AGENDA ITEM: OTTER CARES FOUNDATION GRANT

BACKGROUND INFORMATION:

OtterCares provides grants to nonprofits and schools in San Diego County to support programs that directly teach the principles of entrepreneurship and/ or philanthropy to K-12 students.

La Mirada School was selected to receive the grant award in the amount of \$3,000.00 for the Passport Around the World Program.

RECOMMENDATION:

Accept the OtterCares Foundation Grant Award in the amount of \$3,000.00, to provide the Passport Around the World Program at La Mirada Elementary School.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal # Description 3 Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

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

☒ Yes ☐ No

Requisition #

N/A

\$3,000.00

(Amount)

OtterCares Foundation Grant

(Name of funding source and/or location)

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



December 2, 2022

Ms. Jedzida Herron
La Mirada Elementary
222 Avenida de la Madrid
San Ysidro, CA 92173-1508

Re: Passport Around the World Program

Dear Ms. Herron:

OtterCares Foundation is pleased to enclose a check in the amount of \$3,000 as a grant to your organization for the above purpose. This grant is subject to the terms set forth in the attached Grant Terms and, by cashing the grant check, you are indicating that you agree to its terms.

Please send receipts, grant confirmations, or other correspondence regarding this contribution, to the address specified below. If you would like to include the OtterCares Foundation's logo in your marketing materials, or have other media requests, please contact Jessica Dieken at Jessica.dieken@ottercares.org.

OtterCares Foundation wishes you and your organization every success in your important work. If you have any questions concerning this grant agreement, please contact Foundation Source, the administrator for OtterCares Foundation, at 1-800-839-1754.

Sincerely,

Foundation Source
Administrator, OtterCares Foundation

Address for Grant Acknowledgements
Lucy Nuremberg c/o OtterCares Foundation 401 West Oak Street Fort Collins, CO 80521

GRANT TERMS

Grantor: OtterCares Foundation (the "Grantor")

Grant Recipient: La Mirada Elementary (the "Grantee")

Grant Amount: \$3,000

Grant Purpose: Passport Around the World Program (the "Purpose")

- a. **Tax Status:** The Grantee represents and warrants that it is an exempt governmental unit treated as a public organization under Internal Revenue Code Section 509(a)(1).
- b. **Expenditure of Funds:** The grant funds must be used exclusively for the Purpose unless the Grantee obtains the Grantor's prior approval in writing. If applying the funds towards the Purpose would require the Grantee to distribute the grant funds without the Grantee's discretion to another entity or individual, this grant will be deemed general and unrestricted with a non-binding recommendation that the grant funds be used for the Purpose. The Grantee further agrees to use the grant funds only for educational, scientific, literary, religious, or other charitable purposes consistent with the Grantee's tax-exempt status described above. The Grantee will not use any of the grant funds to influence any legislation or the outcome of any election, to conduct a voter registration drive, or to pay the overhead expenses for any such activities. The Grantee may not use any of the grant funds to satisfy a charitable pledge or obligation of any person or organization other than the Grantor, or to provide any tangible economic benefit to any of the Grantor's officers, directors, trustees, substantial contributors, or the family members of the foregoing individuals (collectively, the "Insiders"). If the grant funds will be used to fund a Grantee event, only the Grantor's trustees, directors, officers, or employees may accept tickets and attend as a show of support for the Grantee in their official capacities as representatives of the Grantor.
- c. **Return of Grant Funds:** The Grantee agrees to return the enclosed grant if the Grantee is no longer recognized by the IRS as having the above tax-exempt status or if the grant funds are not expended for the purposes described above. If required, grant funds should be returned to the Grantor c/o Foundation Source at 55 Walls Drive, 3rd Floor, Fairfield, CT 06824-5163.
- d. **Control:** If the Grantor or its Insiders, acting separately or together, "controls" the Grantee (or any of its supported organizations), additional terms apply. Here, "control" means the ability to require the Grantee (or any of its supported organizations) to make or refrain from making an expenditure, or to perform or prevent it from performing any act which significantly affects its operations. If the Grantee believes that such control exists, the Grantee agrees to notify the Grantor immediately and may need to return the grant funds unless mutually agreed upon terms are reached. Any notification required under this paragraph shall be sent to the Grantor at the address listed in Paragraph c.
- e. **Other Terms:** These Grant Terms encompass the entire agreement between the parties and supersede all previous understandings and agreements between the parties, whether oral or written. This grant is subject to these Grant Terms; by cashing the grant check, the Grantee indicates its agreement to these terms. If check is not cashed within 180 days, it will be voided.