

# **San Ysidro School District Governing Board**

## **AGENDA**

Thursday  
November 10, 2022  
5:00 p.m.

### **WELCOME**

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

**Willow School  
Auditorium  
226 Willow Road  
San Ysidro, CA 92173**

# **GENERAL ADMINISTRATION**

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

**REGULAR MEETING OF THE GOVERNING BOARD**  
**THURSDAY, OCTOBER 20, 2022**  
**5:00 p.m.**

**This San Ysidro School District Governing Board meeting was held at the onsite address below and was conducted in a hybrid format, conducted in-person and via Zoom teleconference.**

**The Public may view this meeting by accessing the following link:**  
<https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, October 20, 2022, and conducted its business meeting at **Smythe Elementary School - Auditorium, 1880 Smythe Ave, San Ysidro, CA 92173**. Public comment was submitted by email to [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Thursday, October 20, 2022 at 5:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/M2yYdGp4aPiF9iM58> on or before Thursday, October 20, 2022 at 5:00 p.m. 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). To listen to this meeting in Spanish, please call 1 (720) 500-3091 and enter the access code 427 776 902#. Closed Session was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

**MINUTES**

- 1. CALL TO ORDER** Who: President R. Lopez Time: 5:02 p.m.
- 2. ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board  
 Board Members Present:  
 Mr. Rudy Lopez, Board President  
 Mrs. Rosaleah Pallasigue, Board Vice-President  
 Mrs. Irene Lopez, Board Clerk  
 Mr. Antonio Martinez, Member  
 Mrs. Zenaida Rosario, Member

- 3. AGENDA**  
 The Board approved the agenda for the meeting.

Motion: Martinez Second: Pallasigue Vote: 5-0

**4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**

<p><b><u>For In-Person Public Comment:</u></b>          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 <b>Closed Session Items Only</b>. (Closed Session Items may be continued to the end of meeting if necessary.)</p>	<p><b><u>For Email Public Comment:</u></b> Persons who wish to comment on topics included on the Closed Session Agenda item are invited to submit comments via email to the following email address <a href="mailto:publiccomment@sysdschools.org">publiccomment@sysdschools.org</a> on or before Thursday, October 20, 2022 at 5:00 pm.           Please note, all email correspondence relating to this meeting will become part of the Board minutes.</p>	<p><b><u>For Telephonic Public Comment:</u></b> Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <a href="https://forms.gle/M2yYdGp4aPiF9iM58">https://forms.gle/M2yYdGp4aPiF9iM58</a> on or before Thursday, October 20, 2022 at 5:00 p.m.           Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting.</p>
---	--	---

**Natalie LaRosa, SYEA President, Commented:** 1) Thanked the board for the COVID Leave amendment and the combination classes stipend. 2) The best way to increase services to students is to make sure you retain

quality teachers. 3) We’ve been losing special education teachers for years. They go to districts where they feel more supported and are paid better. The best way to keep teachers from leaving and keep students from losing instruction is to increase salaries. 4) Special education teachers don’t have maximum numbers for students. We need to treat special education teachers like general education teachers. 5) Offer teachers competitive healthcare. 6) Let’s resolve this before the year is over.

**Guillermina Sandez, SYEA, Commented:** 1) Shared concerns regarding the three percent increase offered to teachers. Other districts are offering more than six percent salary increases. 2) Asked the board to do what’s fair and give teachers fair and competitive wages.

**Eliud Lagarda, Teacher, Commented:** 1) Many superintendents and administrations are gone but we are still here. 2) Teachers need to pay bills and keep up with inflation. 3) You ask teachers to be effective and to create a safe environment for students. We are asking the same.

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

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:15 p.m. in accordance with section 54954.5 regarding:**

**5.1 CONFIDENTIAL STUDENT MATTER (Colom)**

Education Code 35416, 48918 (j)

Consider Staff Recommendations regarding Discipline Case No. 01

**5.2 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

**5.3 GOVERNMENT CODE SECTION 54957 (Olea)**

**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

**5.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Legal Counsel)**

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

Name of Case: Linda Olea v. San Ysidro School District; Case Number: 37-2022-00019430-CU-OE-CTL

**5.5 PUBLIC EMPLOYEE EMPLOYMENT PURSUANT TO GOVERNMENT CODE §54957 (Potter)**

Title: Assistant Superintendent of Administrative Leadership, School Support & Safety

Assistant Superintendent of Educational Leadership & Pupil Services

**RECONVENED into OPEN SESSION** at 6:11 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.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

- 1) Item 5.1 - The Board unanimously approved an agreement to resolve the disciplinary matter of ID #173950. The motion was made by Board Member Martinez, seconded by Board Clerk Irene Lopez and as a result item 13.4 will be vacated from the open session agenda.

**6. CALL TO ORDER** Who: President R. Lopez Time: 6:11 p.m.

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

Board Members Present:

- Mr. Rudy Lopez, Board President
- Mrs. Rosaleah Pallasigue, Board Vice-President
- Mrs. Irene Lopez, Board Clerk
- Mr. Antonio Martinez, Member
- Mrs. Zenaida Rosario, Member

**8. FLAG SALUTE** by Gavin Barron, Smythe School 6th grade student

**9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS** (Mata)

**9.1** Smythe School Student Recognitions - Presented by Smythe School Principal, Russell Little

- Carmela Aparicio, 6th grade
- Myrrha Vásquez, 6th grade
- Yatziri Ayal, 6th grade
- Gavin Barrón, 6th grade

**9.2** La Mirada Administration, Classified and Certificated Staff for Emergency Response - Presented by Interim Assistant Superintendent, Manuela Colom

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

<p><b><u>For In-Person Public Comment:</u></b>          The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. <u>Persons wishing to address the Board are asked to fill out a <b>Public Comment Form</b></u> located at the sign-in area, and submit the completed form to the administrative assistant <u>prior to start of the meeting.</u></p> <p>Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address <b>all of their items</b>. If translation services are required, please state that, and an additional one (1) minute will be allotted. <b>Approach the lectern and give your name.</b></p> <p>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: <a href="http://www.sysdschools.org">www.sysdschools.org</a>.</p>	<p><b><u>For Email Public Comment:</u></b> Persons who wish to comment on topics included on the Closed Session Agenda item are invited to submit comments via email to the following email address <a href="mailto:publiccomment@sysdschools.org">publiccomment@sysdschools.org</a> on or before Thursday, October 20, 2022 at 5:00 pm.</p> <p>Please note, all email correspondence relating to this meeting will become part of the Board minutes.</p> <hr/> <p><b><u>For Telephonic Public Comment:</u></b> Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <a href="https://forms.gle/M2yYdGp4aPiF9iM58">https://forms.gle/M2yYdGp4aPiF9iM58</a> on or before Thursday, October 20, 2022 at 5:00 p.m.</p> <p>Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting.</p>
---	--

**Cynthia Vinarao, Teacher, Commented:** 1) Shared concerns regarding the three percent increase offered to teachers. 2) Teaching has always been challenging but the past few years have taken a toll. 3) Teachers don’t feel appreciated and deal with more than educational issues. 4) We are all feeling the financial hardship. 5) The cost of living adjustment is necessary if the district wants to attract and retain teachers. 6) Teachers deserve a fair income.

**Alana Arciaga-Laurino, Teacher, Commented:** 1) Shared concerns regarding the three percent raise that was offered to teachers. 2) In the last twelve months, inflation has increased over eight percent and it's hard for teachers to make ends meet. 3) Teachers work hard to make our students successful and need a fair salary increase.

**Maria Karina Kaii, Teacher, Commented:** 1) Shared concerns regarding the three percent salary increase offered to teachers. 2) She is lucky to have a dual family income which softens the blow of inflation but had to

considerably change her budget with rising prices. 3) Many of her fellow teachers are single parents and have single family incomes and are struggling to make ends meet. 4) Teachers need a fair salary increase.

**Entelechy Saron, Teacher, Commented:** 1) Shared concerns regarding the three percent raise offered to teachers. 2) The most important relationships happen in the classroom between students and their teachers. 3) Show teachers how much you cherish and care for them and offer the full COLA.

## 11. ITEMS FROM THE BOARD & SUPERINTENDENT

**Board Member Rosario, Commented:** 1) We are proud of La Mirada staff and Principal English for resolving and handling the very serious incident in a peaceful manner. 2) We thank San Diego Police for keeping the area safe for students and staff. We value every person who makes our district a safe place to learn for all of our students. 3) Thanked everyone that spoke on behalf of educators. This board and the negotiating team will work together. Negotiations will be transparent and turn out positive. 4) Teachers are appreciated and thanked them for everything they do. 5) Students will always remember the impact teachers made in their lives.

**Board Member Martinez, Commented:** 1) Thanked Principal Little for hosting the meeting. 2) Thanked La Mirada School staff, Principal English, Dr. Potter and Ms. Colom for handling the incident. It gave him great joy that safety comes first. 3) The safety of students and staff is most important above everything else. 4) The work that teachers, classified and the administration have done has been difficult especially during the pandemic. Our zip codes 92173 and 92154 were the hardest hit in the county of San Diego. 5) We want to get negotiations done and ensure we support teachers and classified.

**Board Clerk I. Lopez, Commented:** 1) Thanked Board Member Rosario for the La Mirada staff recognition. 2) We need to work on safety. 3) Children are asking for help. We need counselors, psychologists and social workers for all elementary schools. We don't know what their future will be if something is bothering them and we don't help. 4) We need to bring ballet folklorico, different dances and mariachi to the middle schools.

**Board Vice President Pallasigue, Commented:** 1) Thanked Principal Little for hosting the meeting. 2) Let's resolve negotiations as quickly and amicably as possible. We will do the best we can. 3) There is still more we can do for safety at school sites. 4) Looks forward to an update of the Master Facilities Plan, VDM and the plans for Beyer.

**Board President Rudy Lopez, Commented:** 1) Thanked Principal Little for hosting the meeting. 2) Thanked La Mirada staff for the wonderful job they did handling the incident. 3) He guarantees that there will be no hiding money in different accounts. There will be no clever accounting.

**Superintendent Potter, Commented:** 1) Thanked Principal Little for hosting the meeting. 2) Thanked the La Mirada team for making sure the school was safe and for staying with the students. 3) Thanked the teachers for talking to her and letting her know how they felt. Our district and governance team highly value staff and colleagues. We are listening and are committed as a district to working collaboratively with you through this. Believes we will reach a positive resolution. 4) She deeply values our family here in San Ysidro.

## 12. CONFERENCE SESSION

### Reports/Presentations

**12.1** Supplemental Retirement Program (SRP) - Presented by Rachael Sanders, Senior Manager, Consulting, PARS (Public Agency Retirement Services)

## 13. GENERAL ADMINISTRATION

**13.1 MINUTES (Potter)**

The Board approved the minutes of the Regular Board Meeting of September 8, 2022 and the minutes of the Special Board Meeting of September 13, 2022.

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

**13.2 RESOLUTION NO. 22/23-0021 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361 (Potter)**

The Board approved Resolution No. 22/23-0021 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

Motion: Pallasigue Second: Martinez Vote: 5-0

**13.3 RESOLUTION NO. 22/23-0023 - CELEBRATING NATIONAL HISPANIC HERITAGE MONTH (Potter)**

The Board adopted Resolution No. 22/23-0023 - Celebrating National Hispanic Heritage Month recognizing Sept. 15 through Oct. 15 as National Hispanic Heritage Month.

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

**13.4 EXPULSION RECOMMENDATIONS IN STUDENT CASE NO. 01 (Colom) - Vacated**

Approve Expulsion Recommendations in Student Case No. 01.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**13.5 FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND EXHIBIT - 0000 SERIES (Colom)**

The Board approved the First Reading and Adoption of Revised Board Policy and Exhibit - 0000 Series: Revised Board Policy 0420.41 - Charter School Oversight and Revised Exhibit (1) 0420.41 - Charter School Oversight.

Motion: Martinez Second: Pallasigue Vote: 5-0

**13.6 FIRST READING AND ADOPTION OF REVISED ADMINISTRATIVE REGULATION AND EXHIBITS - 1000 SERIES (Potter/González)**

The Board approved the First Reading and Adoption of Revised Administrative Regulation and Exhibits - 1000 Series: Revised Exhibit (1) - District and School Web Site, Revised Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures, Revised Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures and Revised Exhibit(2) 1312.4 - Williams Uniform Complaint Procedures.

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

**13.7 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 4000 SERIES (Olea)**

The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 4000 series: Revised Board Policy 4030 – Nondiscrimination in Employment, Revised Administrative Regulation 4112.2 - Certification, Revised Board Policy 4118 – Dismissal/Suspension/Disciplinary Action, Revised Administrative Regulation 4118 - Dismissal/Suspension/Disciplinary Action, Revised Board Policy 4119.1/4219.1/4319.2 – Civil and Legal Rights, Revised Board Policy 4140/4240/4340 – Bargaining Units, Revised Administrative Regulation 4161.2/4261.2/4361.2 – Personal Leaves, Revised Administrative Regulation 4161.5/4261.5/4361.5 – Military Leave, Revised Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical

Leave, Revised Board Policy 4216 – Probationary/Permanent Status, Revised Board Policy 4218 - Dismissal/Suspension/Disciplinary Action, Revised Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action.

Motion: Pallasigue Second: Martinez Vote: 5-0

**13.8 DELETE BOARD POLICY 4218.1 - DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (MERIT SYSTEM) (Olea)**

The Board deleted Board Policy 4218.1 – Dismissal/Suspension/Disciplinary Action (Merit System) as key concepts are in Board Policy 4218 - Dismissal/Suspension/Disciplinary Action.

Motion: Martinez Second: Pallasigue Vote: 5-0

**13.9 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES (Colom)**

The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 6000 series: Revised Administrative Regulation 6173.1 - Education for Foster Youth, Revised Board Policy 6158 – Independent Study, Revised Administrative Regulation 6158 – Independent Study, Revised Board Policy 6164.2 – Guidance/Counseling Services.

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

**13.10 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATION - 7000 SERIES (Adrianzen)**

The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulation - 7000 series: Revised Board Policy 7110 – Facilities Master Plan, Revised Board Policy 7150 – Site Selection and Development and Revised Administrative Regulation 7150 – Site Selection and Development.

Motion: Martinez Second: Pallasigue Vote: 5-0

**13.11 FIRST READING AND ADOPTION OF REVISED BOARD BYLAW 9100 - ORGANIZATION (Potter)**

The Board approved the First Reading and Adoption of Revised Board Bylaw 9100 - Organization.

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

**13.12 ADOPT RESOLUTION NO. 22/23-0022 AMENDING THE DISTRICT’S CONFLICT OF INTEREST CODE (Potter)**

The Board adopted Resolution No. 22/23-0022 amending the Conflict of Interest Code of San Ysidro School District and directing that such amendment be submitted to the San Diego County Board of Supervisors as the District’s code-reviewing body (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.

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

**13.13 AMEND COVID PREVENTION PLAN (CPP) (Colom)**

The Board authorized an amendment to the COVID Prevention Plan in accordance with the California Department of Public Health and local guidelines for schools.

Motion: Martinez Second: Rosario Vote: 5-0

**13.14 APPOINTMENT OF DIRECTOR TO THE SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION (Adrianzen)**

The Board appointed new Board Member, Zenaida Rosario, as Director of the San Ysidro Schools Public Financing Corporation.

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

**13.15 RESOLUTION NO. 22/23-0024 TO ESTABLISH TEMPORARY INTERFUND BORROWING OF**

**SPECIAL OR RESTRICTED FUND MONEYS (Adrianzen)**

The Board adopted Resolution No. 22/23-0024 to establish temporary interfund borrowing of special or restricted fund moneys for fiscal years 2022-23.

Motion: Martinez Second: Pallasigue Vote: 5-0

**13.16 RESOLUTION NO. 22/23-0025 REQUESTING A TEMPORARY TRANSFER OF FUNDS FOR FISCAL YEAR 2022-23 (Adrianzen)**

The Board adopted Resolution No. 22/23-0025 and approved the agreement with the County of San Diego requesting a Property Tax Temporary Transfer of Funds from the County Treasury as needed for fiscal year 2022-23. *Marilyn Adrianzen, Chief Business Official, will provide a brief explanation of this item as it relates to payroll.*

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

**13.17 RESOLUTION NO. 22/23-0026 SUPPLEMENTAL RETIREMENT PLAN FOR 2022-23 (Adrianzen)**

The Board adopted Resolution No. 22/23-0026 authorizing the 2022-23 Supplementary Retirement Plan (SRP) to be administered by Public Agency Retirement Services (PARS) for eligible certificated non-management and classified non-management employees, provided there is sufficient employee participation.

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

**13.18 RESOLUTION NO. 22/23-0027 CALSHAPE PROGRAM GRANT ACCEPTANCE AND AGREEMENT WITH CALIFORNIA ENERGY COMMISSION (Adrianzen)**

The Board adopted Resolution No. 22/23-0027 and the grant agreement with the California Energy Commission for the California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program grant award acceptance of \$205,653.60.

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

**13.19 CLOSEOUT OF 1997 GENERAL OBLIGATION BOND MEASURE PROPOSITION C (Adrianzen)**

The Board approved Closeout of 1997 General Obligation Bond Measure Proposition C and Delegate Authority to Superintendent or Designee to take all actions and execute any required documentation necessary to effectuate the Closeout of Proposition C.

Motion: Martinez Second: Pallasigue Vote: 5-0

**13.20 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION REGARDING INDEPENDENT STUDY FOR THE 2022-2023 SCHOOL YEAR (Olea)**

The Board approved the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding Independent Study for the 2022-2023 school year.

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

**13.21 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION REGARDING COVID LEAVE AND TEACHER-PARENT GATHERINGS FOR THE 2022-2023 SCHOOL YEAR (Olea)**

The Board approved the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding COVID Leave and Teacher-Parent Gatherings for the 2022-2023 school year.

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

**13.22 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING COVID LEAVE FOR THE 2022-2023 SCHOOL YEAR (Olea)**

The Board approved the Memorandum of Understanding between the San Ysidro School District and California School Employees Association regarding COVID Leave for the 2022-2023 school year.

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

**13.23 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING COVID RELATED DUTIES FOR THE 2022-2023 SCHOOL YEAR (Olea)**

The Board approved the Memorandum of Understanding between the San Ysidro School District and California School Employees Association regarding COVID Related Duties for the 2022-2023 school year.

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

**13.24 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING JOB DESCRIPTIONS (Olea)**

The Board approved the Memorandum of Understanding between the San Ysidro School District and California School Employees Association regarding Job Descriptions.

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

**13.25 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SAN YSIDRO DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE RECLASSIFICATION FOR WAREHOUSE DISTRIBUTION ASSOCIATE (Olea)**

The Board approved the Memorandum of Understanding between the San Ysidro School District and California School Employees Association regarding the Reclassification for Warehouse Distribution Association.

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

**13.26 REVISED SUBSTITUTE SALARY SCHEDULE (Olea)**

The Board approved the revised substitute salary schedule for AVID Tutor, effective October 21, 2022.

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

**14. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar items 14C.1, 14C.2 and 14C.3 for discussion and to be voted on separately.

Motion: Martinez Second: Pallasigue Vote: 5-0

**14A. PERSONNEL – CLASSIFIED**

**APPROVE NEW JOB DESCRIPTIONS (Olea)**

The Board approved the new job descriptions for the following as recommended by staff:

- 14A.1** Lead Campus Security

**APPROVE REVISED JOB DESCRIPTIONS (Olea)**

The Board approved the revised job descriptions for the following as recommended by staff:

- 14A.2** Administrative Clerk I
- 14A.3** Bus Driver
- 14A.4** Campus Aide
- 14A.5** Campus Security
- 14A.6** District Translator
- 14A.7** Gardener
- 14A.8** Instructional Aide
- 14A.9** Instructional Media Resource Aide
- 14A.10** Lead Child Nutrition Specialist
- 14A.11** Special Education Technician
- 14A.12** Testing Assistant
- 14A.13** Warehouse Distribution Associate

**RECRUITMENT (Olea)**

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

- 14A.14** Lead Campus Security

**RESIGNATION (Olea)**

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

- 14A.15** Campus Aide
- 14A.16** Custodian
- 14A.17** Instructional Aide Special Education

**EMPLOYMENT (González)**

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

- 14A.18** Bus Driver – Rebeca Moreno, Transportation
- 14A.19** Campus Security - Juan Guerrero, Vista Del Mar
- 14A.20** Instructional Aides
  - a. Yvette Isida Lozano, Ocean View Hills
  - b. Benita Sanchez, Vista Del Mar
- 14A.21** Outreach Consultant – Alejandro Valencia, Smythe
- 14A.22** Substitute Instructional Aide – Mariana Herrera, All Sites

**14B. PERSONNEL – CERTIFICATED**

**EMPLOYMENT (Olea)**

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

- 14B.1** Classroom Teachers K-6
  - a. Steven Clemensen, Ocean View Hills
  - b. Melissa Ruvalcaba, Ocean View Hills
  - c. Brooke Waldrup, Ocean View Hills

- 14B.2 School Psychologist – Jessica Rivera Piceno, Smythe/Sunset
- 14B.3 Special Day Class Teacher – Aileen Sanchez, Willow
- 14B.4 Temporary Classroom Teacher K-6 - Marissa Stillie, Willow
- 14B.5 Temporary Classroom Teacher K-8 (Science) – Eduardo Coronado, San Ysidro Middle
- 14B.6 Temporary Preschool Permit Teacher – Gladys Lopez Gomez, Child Development Center
- 14B.7 Temporary School Psychologist – Diana Jacquez, Ocean View Hills
- 14B.8 Substitute Counselors
  - a. Jacqueline Corley, SYMS/VDM
  - b. Carolyn Jercinovich, SYMS/VDM
- 14B.9 Substitute Permit Teacher – Eva Marquez-Larios, Child Development Center
- 14B.10 Substitute Teachers
  - a. Jonatan Cruz, All Sites
  - b. Fernando Gonzalez-Llamas, All Sites
  - c. Karen Hardin, All Sites
  - d. Cynthia Luna, All Sites
  - e. Ali Mendoza, All Sites
  - f. Andrea Murillo, All Sites
  - g. Jeffrey Nieder Jr., All Sites
  - h. Juan Pedraja, All Sites
  - i. Patricia Ramirez, All Sites
  - j. Alec Randolph, All Sites
  - k. Jeremy Volper, All Sites

**14C. PERSONNEL – MANAGEMENT**

**EMPLOYMENT** (Olea)

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

- 14C.1 Assistant Superintendent Administrative Leadership, School Support & Safety – Jose Iniguez, Districtwide - Pulled for discussion and to be voted on separately.

Motion: Pallasigue Second: Martinez Vote: 5-0

- 14C.2 Assistant Superintendent of Educational Leadership & Pupil Services – Russell Little, Pupil Services - Pulled for discussion and to be voted on separately.

Motion: Martinez Second: Pallasigue Vote: 5-0

- 14C.3 Temporary Assistant Principal, Sunset/Willow - Richard Troia - Pulled for discussion and to be voted on separately.

Motion: Pallasigue Second: Martinez Vote: 5-0

**14D. CURRICULUM & INSTRUCTION**

**14D.1 TITLE I, PART A PARENT AND FAMILY ENGAGEMENT POLICY FOR ALL SCHOOLS FOR THE 2022-2023 SCHOOL YEAR** (González)

The Board approved the Title I, Part A Parent and Family Engagement Policy for the 2022-2023 school year for all school sites.

**14D.2 SCHOOL-WIDE ADVANCE ALL ACCESS SUBSCRIPTION FROM BENCHMARK EDUCATION COMPANY** (González/Madera)

The Board approved the School-wide Advance ALL access subscription from Benchmark Education Company for all Special Education students at the total cost of \$25,469.50 from the ESSER III fund.

**14D.3 SAN YSIDRO MIDDLE SCHOOL 8TH GRADE TRIP TO WASHINGTON, D.C. AND NEW YORK** (González/Bojorquez)

The Board approved the attendance and participation of 10-20 students and one chaperone from San Ysidro Middle School on an educational trip to Washington, D.C., and New York during March 12-17, 2023. The cost is \$3,000 per student to be paid from fundraisers, Club DC donations and parents.

**14D.4 EDUCATIONAL FIELD TRIPS FOR SAN YSIDRO MIDDLE SCHOOL** (González/Bojorquez)

The Board approved the additional educational field trip destinations for San Ysidro Middle School during the 2022-23 school year. Student fees and transportation services will be covered from Fundraising, Donations, Museum Grants and the Supplemental and Concentration Fund as needed.

**14D.5 PROFESSIONAL DEVELOPMENTS** (González)

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

**14E. BUSINESS**

**14E.1 PURCHASING REPORT** (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period September 1, 2022 through September 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.

**14E.2 EXPENDITURE REPORT** (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of September 1, 2022 through September 30, 2022 for a total expenditure of \$1,507,787.48. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

**14E.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS** (Adrianzen)

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

**14E.4 ACCEPTANCE OF DONATIONS** (Adrianzen)

The Board accepted donations valued at \$300.00 to help support and enrich our educational programs.

**14E.5 FIRST QUARTERLY COMPLAINT REPORT FOR WILLIAM’S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2022-2023** (Adrianzen)

The Board accepted the Report of William’s Settlement related complaints for the first quarter from July 1, 2022 to September 30, 2022 of the 2022-23 school year for submission to the San Diego County Office of Education.

**14E.6 AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS) FOR ADMINISTRATIVE SERVICES** (Adrianzen)

The Board approved the agreement with Public Agency Retirement Services (PARS) for Administrative Services of the 2022-23 Supplemental Retirement Plan.

**14E.7 AGREEMENT WITH THRASHER TERMITE & PEST CONTROL** (Adrianzen)

The Board approved the agreement with Thrasher Termite and Pest Control to provide termite

fumigation services at Sunset Elementary School in the amount of \$50,648.00 from the Routine Restricted Maintenance Account.

**14E.8 AGREEMENT WITH KYA GROUP FOR FLOORING PROJECT (Adrianzen)**

The Board approved the agreement with The KYA Group for the flooring projects at various school sites at a cost of \$63,980.45 from the G.O. Bond funds and/or other funding sources.

**14E.9 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH THE SPEECH PATHOLOGY GROUP, INC. FOR 2022-2023 SCHOOL YEAR (González/Madera)**

The Board approved/ratified the San Diego County Nonpublic Master Contract with The Speech Pathology Group, Inc. for school year 2022-2023. Cost implications will be paid from the Special Education fund.

**14E.10 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH EDTHEORY, LLC FOR 2022-2023 SCHOOL YEAR (González/Madera)**

The Board approved/ratified the San Diego County Nonpublic Master Contract with EdTheory, LLC for 2022-2023 school year. Cost implications will be paid from the Special Education fund.

**14E.11 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH THE STEPPING STONES**

**GROUP, LLC FOR 2022-2023 SCHOOL YEAR (González/Madera)**

The Board approved/ratified the San Diego County Nonpublic Master Contract with The Stepping Stones Group, LLC for 2022-2023 school year. Cost implications will be paid from the Special Education fund.

**14E.12 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH BMR HEALTHCARE SERVICES, INC. FOR 2022-2023 SCHOOL YEAR (González/Madera)**

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

**14E.13 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ASELTINE SCHOOL FOR 2022-2023 SCHOOL YEAR (González/Madera)**

The Board approved/ratified the San Diego County Nonpublic Master Contract with BMR Healthcare Services, Inc. for school year 2022-2023 at a projected cost of \$50,471.40 from the Special Education Fund.

**14E.14 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH MAXIM HEALTHCARE STAFFING SERVICES FOR 2022-2023 SCHOOL YEAR (González/Madera)**

The Board approved/ratified the San Diego County Nonpublic Master Contract with Maxim Healthcare Staffing Services for the 2022-2023 school year. Cost implications will be paid from the Special Education fund.

**14E.15 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH THE INSTITUTE FOR EFFECTIVE EDUCATION FOR 2022-2023 SCHOOL YEAR (González/Madera)**

The Board approved/ratified the San Diego County Nonpublic Master Contracts with The Institute for Effective Education for school year 2022-2023 at a projected cost of \$160,000.00 from the Special Education fund.

**14E.16 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH STEIN EDUCATION CENTER FOR 2022-2023 SCHOOL YEAR (González/Madera)**

The Board approved/ratified the San Diego County Nonpublic Master Contract with Stein Education

Center for school year 2022-2023 at a projected cost of \$152,432.59 from the Special Education fund.

**14E.17 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ABA EDUCATION FOUNDATION FOR 2022-2023 SCHOOL YEAR (González/Madera)**

The Board approved/ratified the San Diego County Nonpublic Master Contract with ABA Education Foundation for the 2022-2023 school year. Cost implications will be paid from the Special Education fund.

**14E.18 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH KYO AUTISM THERAPY, LLC FOR THE 2022-2023 SCHOOL YEAR (González/Madera)**

The Board approved/ratified the San Diego County Nonpublic Master Contract with Kyo Autism Therapy, LLC for the 2022-2023 school year. Cost implications will be paid from the Special Education fund.

**14E.19 MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY TO PROVIDE EXPANDED LEARNING PROGRAM (ELP) SERVICES (González)**

The Board approved/ratified the Memorandum of Agreement with YMCA of San Diego County to provide Expanded Learning Program (ELP) services at a cost not to exceed \$694,480.00 from the ELO-P fund.

**14E.20 AGREEMENT WITH DOMINO’S PIZZA (Adrianzen)**

The Board approved the agreement with Domino’s Pizza to provide delivery of ready to serve pizza to all school sites on an “as needed” basis. Cost implications are estimated at \$41,000.00 for 2022-23 school year and will be paid from the Child Nutrition funds.

Board Member Martinez made the motion to recess to Closed Session, seconded by Board Vice President Pallasigue. The vote was 5-0.

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:37 p.m. in accordance with section 54954.5 regarding:**

**5.1 CONFIDENTIAL STUDENT MATTER (Colom)**

Education Code 35416, 48918 (j)  
Consider Staff Recommendations regarding Discipline Case No. 01

**5.2 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

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

**5.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Legal Counsel)**

Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Linda Olea v. San Ysidro School District; Case Number: 37-2022-00019430-CU-OE-CTL

**5.5 PUBLIC EMPLOYEE EMPLOYMENT PURSUANT TO GOVERNMENT CODE §54957 (Potter)**  
Title: Assistant Superintendent of Administrative Leadership, School Support & Safety

Assistant Superintendent of Educational Leadership & Pupil Services

**RECONVENED into OPEN SESSION** at 8:29 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

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

**15. ADJOURNMENT**            Time: 8:29 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

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

Informational  
 Action

**AGENDA ITEM:** ORGANIZATIONAL MEETING

---

**BACKGROUND INFORMATION:**

The Education Code requires that governing boards hold an annual organizational meeting for the purpose of electing officers and establishing dates of regular meetings.

Education Code sections 35143 and 72000(c)(2) provide that:

- The governing board of each school and community college district shall hold an annual organizational meeting. In 2022, the meeting must be held on a date between **Dec. 9 and Dec. 23**, inclusive.
- The day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to Dec. 9, 2022, unless otherwise provided by rule of the governing board.
- The board shall notify the County Superintendent of Schools of the day and time selected.
- If the board fails to select a day and time for the annual organizational meeting, the County Superintendent of Schools shall designate the day and time of the meeting and shall notify all members in writing.
- Within 15 days prior to the date of the annual organizational meeting, the clerk of the board shall provide written notice of the meeting to board members.
- In addition, per Education Code the board is required to adopt the first interim financial report by December 15, 2022.

**RECOMMENDATION:**

Approve Monday, December 12, 2022, at 5:00 p.m. in the Multicultural Complex at San Ysidro Middle School as the date, time and place for the annual Organizational Meeting of the Governing Board per Education Code section 35143.

---

**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

**NOTICE OF DECEMBER 2022  
ORGANIZATIONAL MEETING OF THE GOVERNING BOARD**

Complete and submit no later than **Nov. 23, 2022**, to:

SDCOE Legal Services  
Email: [legal@sdcoe.net](mailto:legal@sdcoe.net)

School/Community College District: \_\_\_\_\_

Date of Organizational Meeting: \_\_\_\_\_  
*(Date between Dec. 9 and Dec. 23 inclusive)*

Time of Meeting: \_\_\_\_\_

\_\_\_\_\_  
Clerk/Secretary to the Governing Board

\_\_\_\_\_  
Date

SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

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

Informational  
 Action

**AGENDA ITEM: RESOLUTION NO. 22/23-0028 - CONTINUING GOVERNING BOARD  
AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361**

**BACKGROUND INFORMATION:**

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

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

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

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

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

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

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

AB 361 will expire January 1, 2024.

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

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

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					

Resolution No. 22/23-0028 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. 22/23-0028 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal   
 New   
 Amendment   
 Ratify   
 Other

Financial Implications?                      Are funds for this item available in the 2022-2023 Budget?                      Requisition #

Yes     No                       Yes     No                     

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

Recommended for:     Approval     Denial                      Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 22/23-0028**

**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. 22/23-0028**

**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 November 10, 2022.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

**SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:**

\_\_\_\_\_  
Board President, Rudy Lopez

\_\_\_\_\_  
Board Vice-President, Rosaleah Pallasigue

\_\_\_\_\_  
Board Clerk, Irene Lopez

\_\_\_\_\_  
Member, Antonio Martinez

\_\_\_\_\_  
Member, Zenaida Rosario

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** October 20, 2022

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

**FROM:**  
Business Services  
Marilyn Adrianzen,  
Chief Business Official

Informational  
 Action

**AGENDA ITEM:** FIRST READING AND ADOPTION OF NEW AND REVISED BOARD POLICIES,  
ADMINISTRATIVE REGULATIONS AND EXHIBIT - 3000 SERVICES

**BACKGROUND INFORMATION:**

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of new and revised Board Policies (BP), Administrative Regulations (AR) and Exhibits (E):

- Revised Board Policy 3110 - Transfer of Funds
- Revised Administrative Regulation 3517 - Facilities Inspection
- New Exhibit(1) 3517 - Facilities Inspection
- New Board Policy 3523 - Electronic Signatures
- New Administrative Regulation 3523 - Electronic Signatures
- Revised Board Policy 3550 - Food Service/Child Nutrition Program
- Revised Administrative Regulation 3550 - Food Service/Child Nutrition Program
- Revised Board Policy 3551 - Food Service Operations/Cafeteria Fund
- Revised Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund
- Revised Board Policy 3553 - Free and Reduced Price Meals
- Revised Administrative Regulation 3553 - Free and Reduced Price Meals.

**RECOMMENDATION:**

Approve the First Reading and Adoption of New and Revised Board Policies, Administrative Regulations and Exhibit - 3000 services: Revised Board Policy 3110 - Transfer of Funds, Revised Administrative Regulation 3517 - Facilities Inspection, New Exhibit(1) 3517 - Facilities Inspection, New Board Policy 3523 - Electronic Signatures, New Administrative Regulation 3523 - Electronic Signatures, Revised Board Policy 3550 - Food Service/Child Nutrition Program, Revised Administrative Regulation 3550 - Food Service/Child Nutrition Program, Revised Board Policy 3551 - Food Service Operations/Cafeteria Fund, Revised Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund, Revised Board Policy 3553 - Free and Reduced Price Meals and Revised Administrative Regulation 3553 - Free and Reduced Price Meals.

**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

# 3000 SERIES

## **Board Policy 3110 - Transfer of Funds**

Policy updated to delete an authorization for the temporary transfer of funds which only pertained to the 2020-21 and 2021-22 fiscal years.

## **Administrative Regulation 3517 - Facilities Inspection**

Regulation updated to reflect **NEW LAW (AB 367, 2021)** which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms beginning with the 2022-23 school year, and to post a notice, as specified, regarding this requirement in a prominent and conspicuous location.

## **NEW - Exhibit(1) 3517 - Facilities Inspection**

New exhibit presents a sample of the required notification to be posted in a prominent and conspicuous location in each restroom where free menstrual products are required to be stocked, pursuant to **NEW LAW (AB 367, 2021)**.

## **NEW - Board Policy 3523 - Electronic Signatures**

New policy reflects the authorization for districts to use electronic signatures in their communications and operations, including the benefits of electronic records and signatures, the requirement that electronic signatures conform with criteria described in law and that the level of security is sufficient for the transaction being conducted, and that electronic records are retained in accordance with law and regulations and as specified in board policy and administrative regulation.

## **NEW - Administrative Regulation 3523 - Electronic Signatures**

New regulation establishes procedures for district use of electronic signatures, including that in any business transaction electronic signatures may be used only when each party has agreed to conduct the transaction in such a manner and that in other district operations electronic signatures may be required, criteria that must be met in order for an electronic signature to be used, and specific requirements for notarized signatures and statements that are required to be signed under penalty of perjury.

## **Board Policy 3550 - Food Service/Child Nutrition Program**

Policy updated to reflect **NEW LAW (AB 130, 2021)** which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and **NEW LAW (AB 486, 2021)** which authorizes the coordination of food service programs with classroom instruction and other related district programs.

## **Administrative Regulation 3550 - Food Service/Child Nutrition Program**

Regulation updated to reflect changes necessary to implement **NEW LAW (AB 130, 2021)** which requires the provision of a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and make other clarifying changes in the "Food Safety" section.

## **Board Policy 3551 - Food Service Operations/Cafeteria Fund**

Policy updated to reflect **NEW LAW (AB 130, 2021)** which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, including revisions to the "Meal Sales" and "Program Monitoring and Evaluation" sections.

## **Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund**

Regulation updated to reflect **NEW LAW (AB 130, 2021)** which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. Updated Regulation includes revision to "Payment for Meals," "Cafeteria Funds," and "Contracts with Outside Services" sections to make them generally applicable to all food service programs and the deletion of the "Unpaid and Delinquent Meal Charges" section which is no longer applicable.

**Board Policy 3553 - Free and Reduced Price Meals**

Policy updated to reflect **NEW LAW (AB 130, 2021)** which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student’s free and/or reduced-price meal eligibility. Updated policy includes general requirements applicable to federal National School Lunch and Breakfast Programs as well as the state Universal Meal Program. Updated Policy also includes revision to the “Confidentiality/Release of Records” section to permit the use of student information to facilitate the provision of targeted educational services to a student based on the local control and accountability plan, as clarified in the California Department of Education’s Management Bulletin SNP-02- 2018.

**Administrative Regulation 3553 - Free and Reduced Price Meals**

Regulation updated to reflect **NEW LAW (AB 130, 2021)** which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student’s free and/or reduced-price meal eligibility, and includes program implementation changes to “Verification of Eligibility” and “Nondiscrimination Plan” sections and the deletion of the “Prices” section which is no longer necessary.



**Policy 3110: Transfer Of Funds**

**Status:** ADOPTED

**Original Adopted Date:** 07/01/2009 | **Last Revised Date:** 03/06/01/2021+2022 | **Last Reviewed Date:** 03/06/01/2021+2022

CSBA NOTE: Education Code 41010 and 42600 require districts to expend funds in accordance with the classification of expenditures included in their adopted budget and in the "California School Accounting Manual." However, in certain limited circumstances, the Governing Board may approve interfund borrowing or the transfer of money between funds. The following policy may be revised to reflect district practice.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. 1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
2. 2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603) \_\_\_\_\_

CSBA NOTE: Education Code 42603.1, as added by SB 98 (Ch. 23, Statutes of 2020), adds the following authorization for the temporary transfer of funds for the 2020-21 and 2021-22 fiscal years, if the state defers any payments owed to districts. CSBA NOTE: Pursuant to Education Code 42601, the district, with the approval of the Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations incurred during that school year, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

- ~~3. For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)~~

~~CSBA NOTE: Pursuant to Education Code 42601, the district, with the approval of the Governing Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations incurred during that school year, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.~~

4. ~~3.~~ 3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
  
5. ~~4.~~ 4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)
  
6. ~~5.~~ 5. Transfer monies between other funds or accounts when authorized by law.

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691  
All rights reserved.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
Ed. Code 16095	Transfer of district funds to district state school building fund
<del>Ed. Code 41010</del>	<del>California School Accounting Manual</del>
Ed. Code 41301	Section A state school fund allocation schedule
Ed. Code 42125	Designated and unappropriated fund balances
Ed. Code 42238-42251	Apportionments to districts
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42600	District budget limitation on expenditure
Ed. Code 42601	Transfers between funds to permit payment of obligations at close of year
Ed. Code 42603	<del>Temporary transfer</del> <b>Transfer</b> of monies held in any fund or account to another fund; repayment
<del>Ed. Code 42603.1</del>	<del>Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22</del>
Ed. Code 42840-42843	Special reserve fund
Ed. Code 5200	Districts governed by boards of education

Ed. Code 52616.4

Expenditures from adult education fund

Ed. Code 78

Definition, governing board

**Management Resources**

**Description**

California [CA](#) Department of Education  
Publication

California School Accounting Manual, [2019](#)

Website

California Department of Education

Website

CSBA

Website

Fiscal Crisis and Management Assistance Team

**Cross References**

**Code**

**Description**

0460

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

3000

Concepts And Roles

3100

Budget

3100

Budget

3300

Expenditures And Purchases

3350

Travel Expenses

3400

Management Of District Assets/Accounts

3400

Management Of District Assets/Accounts

3460

Financial Reports And Accountability

3460

Financial Reports And Accountability

3470

Debt Issuance And Management

3551

Food Service Operations/Cafeteria Fund

3551

Food Service Operations/Cafeteria Fund

~~9323.2~~

~~Actions By The Board~~

~~9323.2 E PDF(1)~~

~~Actions By The Board~~

~~9323.2 E PDF(2)~~

~~Actions By The Board~~



**Policy 3110: Transfer Of Funds**

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Revised Date:** 05/13/2021 | **Last Reviewed Date:** 05/13/2021

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)
5. Transfer monies between other funds or accounts when authorized by law.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

**Description**

Ed. Code 16095	Transfer of district funds to district state school building fund - <a href="https://simbli.eboardsolutions.com/SU/DckNjgplus9tDnTaOuS0C6Kdw==">https://simbli.eboardsolutions.com/SU/DckNjgplus9tDnTaOuS0C6Kdw==</a>
Ed. Code 41301	Section A state school fund allocation schedule
Ed. Code 42125	Designated and unappropriated fund balances
Ed. Code 42238-42251	Apportionments to districts
Ed. Code 42238.01-42238.07	Local control funding formula

Ed. Code 42600	District budget limitation on expenditure
Ed. Code 42601	Transfers between funds to permit payment of obligations at close of year
Ed. Code 42603	Transfer of monies held in any fund or account to another fund; repayment
Ed. Code 42840-42843	Special reserve fund
Ed. Code 5200	Districts governed by boards of education
Ed. Code 52616.4	Expenditures from adult education fund
Ed. Code 78	Definition, governing board

**Management Resources References**

CA Department of Education Publication

Website

Website

Website

**Description**

California School Accounting Manual

California Department of Education -  
<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

CSBA -  
<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

Fiscal Crisis and Management Assistance Team -  
<https://simbli.eboardsolutions.com/SU/1KDBnxplus9GCiDTyFvbLOOxQ==>

**Cross References**

0460

Local Control And Accountability Plan -  
<https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==>

0460

Local Control And Accountability Plan -  
<https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==>

3000

Concepts And Roles -  
<https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==>

3100

Budget -  
<https://simbli.eboardsolutions.com/SU/aC8PPargljbhplusnObjfp2g==>

3100

Budget -  
<https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==>

3300

Expenditures And Purchases -  
<https://simbli.eboardsolutions.com/SU/PiJMZVvpjV1P1BWzGWwzAA==>

3350

Travel Expenses -  
<https://simbli.eboardsolutions.com/SU/087zrkdokqcaplusql1dBgftA==>

3350

Travel Expenses -  
<https://simbli.eboardsolutions.com/SU/MvpluskhlsishXsYDnkV7G409slshEg==>

3400

Management Of District Assets/Accounts -  
<https://simbli.eboardsolutions.com/SU/clm77Hslsh9RplusDUndTMnG5tLg==>

3400

Management Of District Assets/Accounts -  
<https://simbli.eboardsolutions.com/SU/Eh4AWcSQOckQHzhNnrRWBQ==>

3460

Financial Reports And Accountability -  
<https://simbli.eboardsolutions.com/SU/TxBv420C0XX2RcvhFVuwTQ==>

3460

Financial Reports And Accountability -  
<https://simbli.eboardsolutions.com/SU/oxbbplusKiWBOkgDVv4ZA7DqA==>

3470

Debt Issuance And Management -  
<https://simbli.eboardsolutions.com/SU/xMB5SSaSDujcCk9t8CcU4A==>

3551

Food Service Operations/Cafeteria Fund -  
<https://simbli.eboardsolutions.com/SU/fslshTOZSOCJYAecwHFRcBZQ==>

3551

Food Service Operations/Cafeteria Fund -  
<https://simbli.eboardsolutions.com/SU/yyuRz0EALXRODv3bnSI2ow==>

**Regulation 3517: Facilities Inspection**

**Status:** ADOPTED

**Original Adopted Date:** 11/01/2006 | **Last Revised Date:** ~~12/06/01/2017~~ 2022 | **Last ed Date:**  
**Review**  
~~12/06/01/2017~~2022

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, ~~he/she~~ the Superintendent or designee shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. Interior Surfaces (walls, floors, ceilings): Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. Hazardous Materials: Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.
9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.

10. Lighting: Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident.
12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. Restrooms: Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.
14. In addition, in any school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low income families shall, at least 50 percent all times, stock and make available and accessible free of cost, an adequate supply of the school's restrooms are stocked with feminine hygiene menstrual products, in every women's and all-gender restroom, and in at least one men's restroom. The district shall post in a prominent and conspicuous location a notice regarding this requirement that includes an email address and telephone number for which students are not charged a designated individual responsible for maintaining the requisite supply of menstrual products. (Education Code 35292.6; 20 USC 6314)  
)
- 15.14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
- 16.15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building
- 17.16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.
- 18.17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
- 19.18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, stocked, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

The Superintendent or designee shall provide the Governing Board with regular reports regarding the district's facility ~~inspection program~~ inspections and updates of any visits to district schools by the County Superintendent of Schools to review school facilities.

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691  
All rights reserved.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
2 CCR 1859.300-1859.330	Emergency Repair Program
Ed. Code 1240	County superintendent of schools <del>;</del> duties
Ed. Code 17002	State School Building Lease-Purchase Law <del>, including;</del> definition of good repair
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17565-17591	Property maintenance and control
Ed. Code 17592.72	Urgent or emergency repairs <del>;</del> School Facility Emergency Repair Account
Ed. Code 33126	School accountability report card
Ed. Code 35186	Complaints regarding teacher vacancy or misassignment
Ed. Code 35292.5-35292.6	Restrooms, maintenance and cleanliness
<del>H&amp;S Code 116277</del>	<del>Lead testing of potable water at schools and requirements to remedy</del>
<b>Federal</b>	<b>Description</b>
20 USC 6314	Schoolwide programs
42 USC 300f-300j-27	Safe Drinking Water Act
<b>Management Resources</b>	<b>Description</b>
State Allocation Board, Office Of Public School <del>Co</del> <a href="#">Construction</a>	Facility Inspection Tool: School Facility Conditions Evaluation
Website	California County Superintendents Educational Services Association
Website	California Department of Education, Williams Case
Website	State Allocation Board, Office of Public School Construction
Website	Coalition for Adequate School Housing
Website	CSBA

**Cross References**

<b>Code</b>	<b>Description</b>
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1312.4	Williams Uniform Complaint Procedures
1312.4-E <a href="#">PDF</a> (1)	Williams Uniform Complaint Procedures
1312.4-E <a href="#">PDF</a> (2)	Williams Uniform Complaint Procedures
1330.1	Joint Use Agreements

3000	Concepts And Roles
3311	Bids
3311	Bids
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
6117	Year-Round Schedules
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
9000	Role Of The Board



**Regulation 3517: Facilities Inspection**

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Reviewed Date:** 05/09/2019

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, he/she shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. **Gas Leaks:** Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. **Mechanical Systems:** Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. **Windows and Doors:** Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. **Fences and Gates:** Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. **Interior Surfaces (walls, floors, ceilings):** Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. **Hazardous Materials:** Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
7. **Structures:** Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. **Fire Safety and Emergency Equipment:** Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.
9. **Electrical Systems:** Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.
10. **Lighting:** Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
11. **Pest/Vermin Infestation:** No visible or odorous indicators of pest or vermin infestation are evident.
12. **Drinking Fountains:** Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. **Restrooms:** Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

In addition, in a school serving any of grades 6-8 in which 40 percent or more of the students in the school or school attendance area are from low-income families, at least 50 percent of the school's restrooms are stocked with feminine hygiene products, for which students are not charged. (Education Code 35292.6; 20 USC 6314)

14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building.
16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.
17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

---

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### State References

2 CCR 1859.300-1859.330

#### Description

Emergency Repair Program - <https://simbli.eboardsolutions.com/SU/ZtX55Ue9ctaSCHdnkNBQAw==>

Ed. Code 1240

County superintendent of schools, duties - <https://simbli.eboardsolutions.com/SU/zxiNblNKXQ1Z3w2H1beZIA==>

Ed. Code 17002

State School Building Lease-Purchase Law, including definition of good repair - <https://simbli.eboardsolutions.com/SU/SWCTtYtHLbJV2oTkKplusAVTw==>

Ed. Code 17070.10-17077.10

Leroy F. Greene School Facilities Act of 1998 - <https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==>

Ed. Code 17565-17591

Property maintenance and control

Ed. Code 17592.72

Urgent or emergency repairs; School Facility Emergency Repair Account

Ed. Code 33126

School accountability report card

Ed. Code 35186

Complaints regarding teacher vacancy or misassignment

Ed. Code 35292.5-35292.6

Restrooms; maintenance and cleanliness

#### Federal References

20 USC 6314

#### Description

Schoolwide programs

**Management Resources References****Description**

State Allocation Board, Public School Construction Facility Inspection Tool: School Facility Conditions Evaluation	
Website	California County Superintendents Educational Services Association - <a href="https://simbli.eboardsolutions.com/SU/FJy7Gf2dixDpluso3aMdrnckQ==">https://simbli.eboardsolutions.com/SU/FJy7Gf2dixDpluso3aMdrnckQ==</a>
Website	California Department of Education, Williams Case - <a href="https://simbli.eboardsolutions.com/SU/lgEokvl5m4hnKA9yXFZS8A==">https://simbli.eboardsolutions.com/SU/lgEokvl5m4hnKA9yXFZS8A==</a>
Website	State Allocation Board, Office of Public School Construction - <a href="https://simbli.eboardsolutions.com/SU/UxUcDGuszWNedr16Dp8wuQ==">https://simbli.eboardsolutions.com/SU/UxUcDGuszWNedr16Dp8wuQ==</a>
Website	Coalition for Adequate School Housing - <a href="https://simbli.eboardsolutions.com/SU/zOaL3RZeOCPBOQ9GOYjpAg==">https://simbli.eboardsolutions.com/SU/zOaL3RZeOCPBOQ9GOYjpAg==</a>
Website	CSBA - <a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==</a>

**Cross References****Description**

0460	Local Control And Accountability Plan - <a href="https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==">https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==</a>
0460	Local Control And Accountability Plan - <a href="https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==">https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==</a>
0510	School Accountability Report Card - <a href="https://simbli.eboardsolutions.com/SU/rzNCNplusglOuZ07tkLn8zplusrQ==">https://simbli.eboardsolutions.com/SU/rzNCNplusglOuZ07tkLn8zplusrQ==</a>
1312.4	Williams Uniform Complaint Procedures - <a href="https://simbli.eboardsolutions.com/SU/MCKjHVO2p2QoJIAvmPplusi7w==">https://simbli.eboardsolutions.com/SU/MCKjHVO2p2QoJIAvmPplusi7w==</a>
1312.4-E PDF(1)	Williams Uniform Complaint Procedures - <a href="https://simbli.eboardsolutions.com/SU/BOLiBEOnqWtridjdcLu7mw==">https://simbli.eboardsolutions.com/SU/BOLiBEOnqWtridjdcLu7mw==</a>
1312.4-E PDF(2)	Williams Uniform Complaint Procedures - <a href="https://simbli.eboardsolutions.com/SU/mc8TAySPJIM6slshnaHBT34w==">https://simbli.eboardsolutions.com/SU/mc8TAySPJIM6slshnaHBT34w==</a>
1330.1	Joint Use Agreements - <a href="https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==">https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==</a>
3000	Concepts And Roles - <a href="https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==">https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==</a>
3311	Bids - <a href="https://simbli.eboardsolutions.com/SU/TXCcIHAP04AvqIRkshlGT6g==">https://simbli.eboardsolutions.com/SU/TXCcIHAP04AvqIRkshlGT6g==</a>
3311	Bids - <a href="https://simbli.eboardsolutions.com/SU/YtGjBb8AeKJBCbTEVI6JKg==">https://simbli.eboardsolutions.com/SU/YtGjBb8AeKJBCbTEVI6JKg==</a>
3511.1	Integrated Waste Management - <a href="https://simbli.eboardsolutions.com/SU/446owtNuPGJeN7exiV4vyg==">https://simbli.eboardsolutions.com/SU/446owtNuPGJeN7exiV4vyg==</a>
3511.1	Integrated Waste Management - <a href="https://simbli.eboardsolutions.com/SU/AbNIHdFZlucug7HPc46CnA==">https://simbli.eboardsolutions.com/SU/AbNIHdFZlucug7HPc46CnA==</a>
3514	Environmental Safety - <a href="https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==">https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==</a>
3514	Environmental Safety - <a href="https://simbli.eboardsolutions.com/SU/n7CuOUfbHlaAcCzD0HsiyA==">https://simbli.eboardsolutions.com/SU/n7CuOUfbHlaAcCzD0HsiyA==</a>
3514.2	Integrated Pest Management - <a href="https://simbli.eboardsolutions.com/SU/nHjErTm6oJjhW7gDtLAUoA==">https://simbli.eboardsolutions.com/SU/nHjErTm6oJjhW7gDtLAUoA==</a>
3516	Emergencies And Disaster Preparedness Plan - <a href="https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpshl1ajPT9Q==">https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpshl1ajPT9Q==</a>
3516	Emergencies And Disaster Preparedness Plan - <a href="https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==">https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==</a>

- 3550 Food Service/Child Nutrition Program -  
<https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9Lal1w==>
- 3550 Food Service/Child Nutrition Program -  
<https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2gJJqdyg==>
- 7110 Facilities Master Plan -  
<https://simbli.eboardsolutions.com/SU/ixdu4y3qRWcfMLhGojUYkA==>
- 7111 Evaluating Existing Buildings -  
<https://simbli.eboardsolutions.com/SU/akxhqyalHRm9wbKJ3pz5Qg==>
- 9000 Role Of The Board -  
<https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==>

**Exhibit 3517-E(1): Facilities Inspection**

**Status: ADOPTED**

**Original Adopted Date: 06/01/2022 | Last Reviewed Date: 06/01/2022**

**CSBA NOTE: Education Code 35292.6 requires that the following notice be posted in a prominent and conspicuous location in each restroom where menstrual products are stocked.**

**NOTICE REGARDING MENSTRUAL PRODUCTS**

**Education Code 35292.6 requires that:**

- a. **On or before the start of the 2022–23 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, shall stock the school’s restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women’s restrooms and all-gender restrooms, and in at least one men’s restroom.**
- b. **A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.**
- c. **A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.**
- d. **For purposes of this section, “menstrual products” means menstrual pads and tampons for use in connection with the menstrual cycle.**
- e. **This section shall become operative on July 1, 2022.**

**The name and contact information for the individual responsible for maintaining the requisite supply of menstrual products is:**

\_\_\_\_\_  
**(name and/or title/position)**

\_\_\_\_\_  
**(telephone number)**

\_\_\_\_\_  
**(email address)**

**Policy Reference UPDATE Service**

**Copyright 2022 by California School Boards Association, West Sacramento, California 95691**

**All rights reserved.**

**Policy Reference Disclaimer:**

**These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.**

**State**

[2 CCR 1859.300-1859.330](#)

[Ed. Code 1240](#)

[Ed. Code 17002](#)

[Ed. Code 17070.10-17077.10](#)

[Ed. Code 17565-17591](#)

[Ed. Code 17592.72](#)

[Ed. Code 33126](#)

[Ed. Code 35186](#)

[Ed. Code 35292.5-35292.6](#)

[H&S Code 116277](#)

**Federal**

[20 USC 6314](#)

[42 USC 300f-300j-27](#)

**Management Resources**

[State Allocation Board, Office Of Public School Co](#)

[Website](#)

[Website](#)

[Website](#)

[Website](#)

[Website](#)

**Description**

[Emergency Repair Program](#)

[County superintendent of schools, duties](#)

[State School Building Lease-Purchase Law, including definition of good repair](#)

[Leroy F. Greene School Facilities Act of 1998](#)

[Property maintenance and control](#)

[Urgent or emergency repairs, School Facility Emergency Repair Account](#)

[School accountability report card](#)

[Complaints regarding teacher vacancy or misassignment](#)

[Restrooms, maintenance and cleanliness](#)

[Lead testing of potable water at schools and requirements to remedy](#)

**Description**

[Schoolwide programs](#)

[Safe Drinking Water Act](#)

**Description**

[Facility Inspection Tool: School Facility Conditions Evaluation](#)

[California County Superintendents Educational Services Association](#)

[California Department of Education, Williams Case](#)

[State Allocation Board, Office of Public School Construction](#)

[Coalition for Adequate School Housing](#)

[CSBA](#)

**Cross References****Code**

[1312.4-E\(1\)](#)

[1312.4-E\(2\)](#)

**Description**

[Williams Uniform Complaint Procedures](#)

[Williams Uniform Complaint Procedures](#)

**Policy Reference UPDATE Service**

Copyright 2022 by [California School Boards Association](#), West Sacramento, California 95691

All rights reserved.

**Policy 3523: Electronic Signatures**

**Status:** ADOPTED

**Original Adopted Date:** 06/01/2022 |

CSBA NOTE: The following optional board policy may be revised to reflect district practice. Pursuant to Government Code 16.5, public entities, including districts, are permitted to use digital signatures in their communications and operations. A digital signature is a type of electronic signature, as defined in Civil Code 1633.1. Any such digital or electronic signature has the same force and effect as a manual signature, provided the signature is created using acceptable technology and includes attributes specified in 2 CCR 22000-22005, as described in the accompanying administrative regulation. In addition, Civil Code 1633.1-1633.17 (Uniform Electronic Transactions Act) and 15 USC 7001-7006 (Electronic Records and Signatures in Commerce Act) provide a framework for ensuring the validity of electronic contracts and security of electronic signatures in commerce and governmental transactions.

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

**Policy Reference UPDATE Service**

Copyright 2022 by California School Boards Association, West Sacramento, California 95691

All rights reserved.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b><u>State</u></b>	<b><u>Description</u></b>
<u>2 CCR 22000-22005</u>	<u>Public entity use of electronic signatures</u>
<u>5 CCR 16020-16022</u>	<u>Records, general provisions</u>
<u>5 CCR 16023-16027</u>	<u>District records, retention and destruction</u>
<u>5 CCR 430</u>	<u>Individual student records; definition</u>
<u>5 CCR 432</u>	<u>Student records</u>
<u>Civil Code 1633.1-1633.17</u>	<u>Uniform Electronic Transactions Act</u>
<u>Civil Code 1798.29</u>	<u>District records; breach of security</u>
<u>Education Code 35252-35255</u>	<u>Records and reports</u>
<u>Education Code 44031</u>	<u>Personnel file contents and inspection</u>
<u>Education Code 49060-49079.7</u>	<u>Student records</u>
<u>Education Code 8234</u>	<u>Electronic signatures; child care and development programs</u>

[Government Code 16.5](#)

[Government Code 6252-6265](#)

[Government Code 811.2](#)

**Federal**

[15 USC 7001-7006](#)

[20 USC 1232g](#)

[20 USC 1400-1482](#)

[34 CFR 99.1-99.8](#)

[34 CFR 300-300.818](#)

**Management Resources**

[California Department of Education Publications](#)

[Electronic signatures](#)

[Inspection of public records](#)

[Definition of public entity](#)

**Description**

[Electronic Records and Signatures in Commerce Act](#)

[Family Educational Rights and Privacy Act of 1974](#)

[Individuals with Disabilities Education Act](#)

[Family Educational Rights and Privacy Act](#)

[Assistance to states for the education of students with disabilities](#)

**Description**

[Management Bulletin 17-13, October 2017](#)

**Cross References**

**Code**

[3510](#)

[3580](#)

[3580](#)

[5148](#)

[5148](#)

[5148.3](#)

[5148.3](#)

[6159.1](#)

[6159.1](#)

**Description**

[Green School Operations \(BP\)](#)

[District Records \(BP\)](#)

[District Records \(AR\)](#)

[Child Care and Development \(BP\)](#)

[Child Care and Development \(AR\)](#)

[Preschool/Early Childhood Education \(BP\)](#)

[Preschool/Early Childhood Education \(AR\)](#)

[Procedural Safeguards and Complaints for Special Education \(BP\)](#)

[Procedural Safeguards and Complaints for Special Education \(AR\)](#)

**Regulation 3523: Electronic Signatures**

**Status:** ADOPTED

**Original Adopted Date:** 06/01/2022 |

When authorized by law, electronic signatures may be used in the operation of district business and/or administration.

In any business transaction, an electronic signature shall only be used when each party has agreed to conduct the transaction by electronic means. In other district operations, the Superintendent or designee may require the use of an electronic signature. (Civil Code 1633.5; 15 USC 7001)

A *digital signature* is defined as an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. (Government Code 16.5)

An *electronic signature* consists of an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (Civil Code 1633.2)

In order for an electronic signature to be used, the electronic signature shall be: (Government Code 16.5; 2 CCR 22002)

1. Unique to the person using it
2. Capable of verification
3. Under the sole control of the person using it
4. Linked to data in such a manner that if the data are changed the electronic signature is invalidated
5. Conform to 2 CCR 22000-22005

Prior to accepting an electronic signature, the Superintendent or designee shall ensure the following: (2 CCR 22005)

1. That the signature is created by acceptable technology pursuant to 2 CCR 22003
2. That the level of security used to identify the signer of the document and to transmit the signature is sufficient for the transaction being conducted
3. That, if a certificate is a required component of the electronic signature, the certificate format used by the signer is sufficient for the security and interoperability needs of the district.

If a notarized signature is required with respect to an electronic signature, the electronic signature of the notary public together with all of the other information required by law to be included in a notarization shall accompany the electronic signature. (Civil Code 1633.11)

If a statement is required to be signed under penalty of perjury, the electronic signature shall include all of the information to which the declaration pertains together with a declaration under penalty of perjury by the person who submits the electronic signature that the information is true and correct. (Civil Code 1633.11)

**Policy Reference UPDATE Service**

Copyright 2022 by California School Boards Association, West Sacramento, California 95691

All rights reserved.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b><u>State</u></b>	<b><u>Description</u></b>
<u>2 CCR 22000-22005</u>	<u>Public entity use of electronic signatures</u>
<u>5 CCR 16020-16022</u>	<u>Records, general provisions</u>
<u>5 CCR 16023-16027</u>	<u>District records, retention and destruction</u>
<u>5 CCR 430</u>	<u>Individual student records; definition</u>
<u>5 CCR 432</u>	<u>Student records</u>
<u>Civil Code 1633.1-1633.17</u>	<u>Uniform Electronic Transactions Act</u>
<u>Civil Code 1798.29</u>	<u>District records; breach of security</u>
<u>Education Code 35252-35255</u>	<u>Records and reports</u>
<u>Education Code 44031</u>	<u>Personnel file contents and inspection</u>
<u>Education Code 49060-49079.7</u>	<u>Student records</u>
<u>Education Code 8234</u>	<u>Electronic signatures; child care and development programs</u>
<u>Government Code 16.5</u>	<u>Electronic signatures</u>
<u>Government Code 6252-6265</u>	<u>Inspection of public records</u>
<u>Government Code 811.2</u>	<u>Definition of public entity</u>
<b><u>Federal</u></b>	<b><u>Description</u></b>
<u>15 USC 7001-7006</u>	<u>Electronic Records and Signatures in Commerce Act</u>

[20 USC 1232g](#)

[Family Educational Rights and Privacy Act of 1974](#)

[20 USC 1400-1482](#)

[Individuals with Disabilities Education Act](#)

[34 CFR 99.1-99.8](#)

[Family Educational Rights and Privacy Act](#)

[34 CFR 300-300.818](#)

[Assistance to states for the education of students with disabilities](#)

**Management Resources**

[California Department of Education  
Publication](#)

**Description**

[Management Bulletin 17-13, October 2017](#)

**Cross References**

**Code**

[3510](#)

**Description**

[Green School Operations \(BP\)](#)

[3580](#)

[District Records \(BP\)](#)

[3580](#)

[District Records \(AR\)](#)

[5148](#)

[Child Care and Development \(BP\)](#)

[5148](#)

[Child Care and Development \(AR\)](#)

[5148.3](#)

[Preschool/Early Childhood Education \(BP\)](#)

[5148.3`](#)

[Preschool/Early Childhood Education \(AR\)](#)

[6159.1](#)

[Procedural Safeguards and Complaints for Special Education \(BP\)](#)

[6159.1](#)

[Procedural Safeguards and Complaints for Special Education \(AR\)](#)

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691  
All rights reserved.

**Policy 3550: Food Service/Child Nutrition Program**

**Status:** ADOPTED

**Original Adopted Date:** 11/01/2007 | **Last Revised Date:** ~~12/06/01/2014~~ 2022 | **Last ed Date:**  
**Review**  
~~12/01/2014~~ 06/1/2022

CSBA NOTE: The following optional policy may be revised to reflect district practice. Beginning in the 2022-23 school year, Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), requires districts, during each school day, to provide a breakfast and the lunch free of charge to any student who requests a meal-program offered by , regardless of the district. Districts may student's eligibility for a federally funded free or reduced-price meal. However, in order to receive reimbursements to offset for the costs of meals through, a district must be approved for participation in the National School Lunch Program (42 USC 1751-1769j), or the School Breakfast Program (42 USC 1773), Special Milk Program (42 USC 1772), or other federally reimbursable meal program as described in the Child Nutrition Act (42 USC 1771-1791). In addition, state funding for meals provided to needy children may be available through the State Meal Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for all available state and federal funds.

). See BP/AR 3552 - Summer Meal Program, AR 5148 - Child Care and Development, and AR 5148.2 - Before/After School Programs for nutrition requirements pertaining to those programs. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554 - Other Food Sales.

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and ~~to maximize their participation in available~~ maintain fiscal integrity of the programs in accordance with law.

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease

~~CSBA NOTE: 42 USC 1758b, as added by the Healthy, Hunger-Free Kids Act of 2010 (P.L. 111-296), mandates each district participating in the National School Lunch Program (42 USC 1751-1769j) or any program in the Child Nutrition Act (42 USC 1771-1791), including the School Breakfast Program, to adopt a districtwide school wellness policy which includes nutrition guidelines for all foods available on school campuses; see BP 5030 - Student Wellness for language fulfilling this mandate. In addition,~~

2. Meet or exceed nutrition standards specified in law ~~and administrative regulation~~
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions

~~CSBA NOTE: Students who meet federal eligibility criteria must be provided meals free of charge or at reduced prices in accordance with 42 USC 1758 and 1772 and Education Code 40550; see PD/AP 2552 - Free and Reduced~~

~~may determine the price for other students consistent with the goal of paying the cost of maintaining the cafeterias; see BP 3551 – Food Service Operations/Cafeteria Fund. State and federal reimbursements for all child nutrition programs are administered by the CDE and are based on the number and type of meals served.~~ CSBA NOTE: Education Code 49501.5, as added by AB 130, requires that nutritionally adequate meals be provided to any student who requests a meal regardless of the student’s eligibility for a free or reduced-price meal. However, the district still must determine

- ~~5. Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices~~

5. Be provided at no cost to students who request a meal

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. In its, “Food and Nutrition Services Instruction 113-1,” the U.S. Department of Agriculture (USDA) states that a district must put in place a public notification system or grassroots effort to inform applicants, participants,

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district’s food service programs to the public through available means, including, but not limited to, the district’s web site, social media, flyers, and school publications.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Grant funding may be available through the Fresh Fruit and Vegetable Program (42 USC 1769a) to provide elementary students with a variety of free fresh fruits and vegetables throughout the school day as a supplement to school

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

~~CSBA NOTE: No state or federal law directly governs the use of food produced by school gardens or local farms. However, both~~ CSBA NOTE: The following paragraph is optional. Both state and federal law support the concept of using locally grown and/or organic produce in school cafeterias ~~(Education Code 51795-51797; 42 USC 1769).~~ Consistent with the state meal mandate, the Instructional School Gardens Program, established pursuant to Education Code 51795-51797, encourages the creation of school gardens as a means of providing children an opportunity to learn to make healthier food choices. In

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

CSBA NOTE: The following paragraph is optional. Education Code 49534, as amended by AB 486 (Ch. 666, Statutes of 2021), authorizes nutrition education programs to coordinate classroom instruction with the food service program and be of sufficient variety and flexibility to meet the needs of students in the

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

~~The Board desires to provide students with~~ Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to ~~encourage~~ promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for ~~cafeteria eating and~~ food preparation. and consumption.

CSBA NOTE: The district's food service program is subject to the food safety standards in the California Retail Food Code (Health and Safety Code 113700-114437). In addition, 42 USC 1758 and 7 CFR 210.13 and 220.7 require all schools participating in the National School Lunch

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation ~~process,~~ ~~from receiving to~~ and service process.

CSBA NOTE: The following optional paragraph may be revised to reflect program evaluation indicators and reporting schedules determined by the district. Districts that participate in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program are subject to a state Administrative Review of district compliance with requirements for federal meal programs, including, but not limited to, a review of nutritional quality, meal patterns, provision of drinking water, school meal environment, and food safety. Each district is reviewed at least once every three years. Also see BP 3551 - Food Service Operations/Cafeteria Fund. However, Education Code 49431, 49431.2 and 49431.5 express legislative intent that the Governing Board annually review the district's compliance with nutrition standards for foods sold outside the National School Lunch or Breakfast Program.

~~Pursuant to the U.S. Department of Agriculture's~~ USDA's, "Food and Nutrition Services Instruction 113-1," any district participating in federal meal programs must collect racial and ethnic data on potentially ~~eligible populations, applicants, and program participants; see BP 3555 - Nutrition Program~~

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food ~~services~~ service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by the CDE.

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria,; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
<u><a href="#">Ed. Code 49501.5</a></u>	<u><a href="#">California Universal Meals Program</a></u>
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797	School instructional gardens
H&S Code 113700-114437	California Retail Food Code,; sanitation and safety requirements
<b>Federal</b>	<b>Description</b>
42 USC 1751-1769j	National School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program

7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
<b>Management Resources</b>	<b>Description</b>
CA Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
California Department of Education Publication	Healthy Children Ready to Learn, January 2005
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-17-2016, <del>October 2016</del> <u>13-2020</u> , <u>Updated January 2022</u>
<del>California Department of Education Publication</del>	<del>School Meals Initiative Summary</del>
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2005
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, December 2007
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010
U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	U.S. Department of Agriculture, Food and Nutrition <del>Services</del> <u>Service</u>
Website	California Farm Bureau Federation
Website	<u>Nourish</u> <del>California Food Policy Advocates</del>
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	National Alliance for Nutrition and Activity
Website	California School Nutrition Association

Website	California Department of Education, Nutrition Services Division
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

## Cross References

<b>Code</b>	<b>Description</b>
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-PDF(1)	Nutrition Program Compliance
3580	District Records
3580	District Records

4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
<del>5141.22</del>	<del>Infectious Diseases</del>
<del>5141.22</del>	<del>Infectious Diseases</del>
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
<del>5145.71</del>	<del>Title IX Sexual Harassment Complaint Procedures</del>
5145.71 E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E (1)	Education For Homeless Children
6173-E (2)	Education For Homeless Children
6176	Weekend/Saturday Classes
7110	Facilities Master Plan



**Policy 3550: Food Service/Child Nutrition Program**

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Reviewed Date:** 05/09/2019

The Board of Education recognizes that adequate, nourishing food is essential to student health, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to the district's food service programs and to maximize their participation in available programs.

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
2. Meet or exceed nutrition standards specified in law and administrative regulation
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions
5. Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

The Board desires to provide students with adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to encourage participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school facilities for cafeteria eating and food preparation.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation process, from receiving to service. (under the Hazard Analysis and Critical Control Point (HACCP) Plan.)

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food services program meets state and federal nutrition standards for foods and beverages (under the Smart Snack In-School Regulations). In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by the CDE.

---

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

**Description**

5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs

5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

**Federal References**

42 USC 1751-1769j  
42 USC 1758b  
42 USC 1761  
42 USC 1769a  
42 USC 1771-1793  
42 USC 1772  
42 USC 1773  
7 CFR 210.1-210.31  
7 CFR 215.1-215.18  
7 CFR 220.2-220.22  
7 CFR 245.1-245.13

**Description**

National School Lunch Program  
Local wellness policy  
Summer Food Service Program and Seamless Summer Feeding Option  
Fresh Fruit and Vegetable Program  
Child Nutrition Act  
Special Milk Program  
School Breakfast Program  
National School Lunch Program  
Special Milk Program  
National School Breakfast Program  
Eligibility for free and reduced-price meals and free milk

**Management Resources References**

CA Project Lean Publication  
California Department of Education Publication  
California Department of Education Publication  
CSBA Publication  
CSBA Publication  
CSBA Publication

**Description**

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006  
Healthy Children Ready to Learn, January 2005  
Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022  
Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009  
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007  
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2005
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, December 2007
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010
U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	U.S. Department of Agriculture, Food and Nutrition Service - <a href="https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==">https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==</a>
Website	California Farm Bureau Federation - <a href="https://simbli.eboardsolutions.com/SU/9DOFPfd6z2oylYGKzj0qKA==">https://simbli.eboardsolutions.com/SU/9DOFPfd6z2oylYGKzj0qKA==</a>
Website	Nourish California - <a href="https://simbli.eboardsolutions.com/SU/5GeuVdU7HE4aLG3NFy4PTg==">https://simbli.eboardsolutions.com/SU/5GeuVdU7HE4aLG3NFy4PTg==</a>
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition) - <a href="https://simbli.eboardsolutions.com/SU/lzuCbbhn3rBrfeZTSNnVCw==">https://simbli.eboardsolutions.com/SU/lzuCbbhn3rBrfeZTSNnVCw==</a>
Website	Centers for Disease Control and Prevention - <a href="https://simbli.eboardsolutions.com/SU/UUiiqrktk65lplusLWplusApdRjg==">https://simbli.eboardsolutions.com/SU/UUiiqrktk65lplusLWplusApdRjg==</a>
Website	National Alliance for Nutrition and Activity - <a href="https://simbli.eboardsolutions.com/SU/GZJffQ4Hi71GbK8ILPjKsg==">https://simbli.eboardsolutions.com/SU/GZJffQ4Hi71GbK8ILPjKsg==</a>
Website	California School Nutrition Association - <a href="https://simbli.eboardsolutions.com/SU/KnWOpY7WknrOcdh5fJ85QQ==">https://simbli.eboardsolutions.com/SU/KnWOpY7WknrOcdh5fJ85QQ==</a>
Website	California Department of Education, Nutrition Services Division - <a href="https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==">https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==</a>
Website	California Department of Public Health - <a href="https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==">https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==</a>
Website	California Healthy Kids Resource Center - <a href="https://simbli.eboardsolutions.com/SU/Ve9Yf61snLK7fRzOPU1xiQ==">https://simbli.eboardsolutions.com/SU/Ve9Yf61snLK7fRzOPU1xiQ==</a>
Website	CSBA - <a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==</a>

**Cross References**

**Description**

0470	COVID-19 Mitigation Plan - <a href="https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==">https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==</a>
0500	Accountability - <a href="https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==">https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==</a>
1312.4	Williams Uniform Complaint Procedures - <a href="https://simbli.eboardsolutions.com/SU/MCKjHVO2p2QoJIaVmPplusi7w==">https://simbli.eboardsolutions.com/SU/MCKjHVO2p2QoJIaVmPplusi7w==</a>
1312.4-E PDF(1)	Williams Uniform Complaint Procedures - <a href="https://simbli.eboardsolutions.com/SU/BOLiBEOnqWtridjdcLu7mw==">https://simbli.eboardsolutions.com/SU/BOLiBEOnqWtridjdcLu7mw==</a>
1312.4-E PDF(2)	Williams Uniform Complaint Procedures - <a href="https://simbli.eboardsolutions.com/SU/mc8TAySPJIM6slshnaHBT34w==">https://simbli.eboardsolutions.com/SU/mc8TAySPJIM6slshnaHBT34w==</a>
1325	Advertising And Promotion - <a href="https://simbli.eboardsolutions.com/SU/WaWZslshVX95yzHALbehiHplusplusw==">https://simbli.eboardsolutions.com/SU/WaWZslshVX95yzHALbehiHplusplusw==</a>
1340	Access To District Records - <a href="https://simbli.eboardsolutions.com/SU/cXGxpZRquYldOnKebslshBk4Q==">https://simbli.eboardsolutions.com/SU/cXGxpZRquYldOnKebslshBk4Q==</a>
1340	Access To District Records - <a href="https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==">https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==</a>

3000	Concepts And Roles - <a href="https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==">https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==</a>
3260	Fees And Charges - <a href="https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==">https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==</a>
3260	Fees And Charges - <a href="https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==">https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==</a>
3510	Green School Operations - <a href="https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==">https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==</a>
3514	Environmental Safety - <a href="https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==">https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==</a>
3514	Environmental Safety - <a href="https://simbli.eboardsolutions.com/SU/n7CuOUfbHlaAcCzD0HsiyA==">https://simbli.eboardsolutions.com/SU/n7CuOUfbHlaAcCzD0HsiyA==</a>
3517	Facilities Inspection - <a href="https://simbli.eboardsolutions.com/SU/AH5w7UMTPl1G9yTkdzMhJQ==">https://simbli.eboardsolutions.com/SU/AH5w7UMTPl1G9yTkdzMhJQ==</a>
3551	Food Service Operations/Cafeteria Fund - <a href="https://simbli.eboardsolutions.com/SU/fslshTOZSOCJYAeecwHFRcBZQ==">https://simbli.eboardsolutions.com/SU/fslshTOZSOCJYAeecwHFRcBZQ==</a>
3551	Food Service Operations/Cafeteria Fund - <a href="https://simbli.eboardsolutions.com/SU/yyuRz0EALXR0Dv3bnSl2ow==">https://simbli.eboardsolutions.com/SU/yyuRz0EALXR0Dv3bnSl2ow==</a>
3552	Summer Meal Program - <a href="https://simbli.eboardsolutions.com/SU/IAJDgoYIIDjrGK0V saiTUA==">https://simbli.eboardsolutions.com/SU/IAJDgoYIIDjrGK0V saiTUA==</a>
3552	Summer Meal Program - <a href="https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==">https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==</a>
3553	Free And Reduced Price Meals - <a href="https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhqqz9g4m1aA==">https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhqqz9g4m1aA==</a>
3553	Free And Reduced Price Meals - <a href="https://simbli.eboardsolutions.com/SU/AKPJOKwwwRYWQQEdVtKxAA==">https://simbli.eboardsolutions.com/SU/AKPJOKwwwRYWQQEdVtKxAA==</a>
3554	Other Food Sales - <a href="https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNeRTpX9plusfQ==">https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNeRTpX9plusfQ==</a>
3554	Other Food Sales - <a href="https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapblIBHwg==">https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapblIBHwg==</a>
3555	Nutrition Program Compliance - <a href="https://simbli.eboardsolutions.com/SU/K9wplush5VN60RaocpQLIEsg==">https://simbli.eboardsolutions.com/SU/K9wplush5VN60RaocpQLIEsg==</a>
3555-E PDF(1)	Nutrition Program Compliance - <a href="https://simbli.eboardsolutions.com/SU/iJVCLHplUSD0emC5ahdOOqZGg==">https://simbli.eboardsolutions.com/SU/iJVCLHplUSD0emC5ahdOOqZGg==</a>
3580	District Records - <a href="https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplum0g==">https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplum0g==</a>
3580	District Records - <a href="https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==">https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==</a>
4131	Staff Development - <a href="https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==">https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==</a>
4141.6	Concerted Action/Work Stoppage - <a href="https://simbli.eboardsolutions.com/SU/MBSgROgVyeslshbOLCrSKHigw==">https://simbli.eboardsolutions.com/SU/MBSgROgVyeslshbOLCrSKHigw==</a>
4141.6	Concerted Action/Work Stoppage - <a href="https://simbli.eboardsolutions.com/SU/Ty3VkoAf8UKQmjgZeccNaQ==">https://simbli.eboardsolutions.com/SU/Ty3VkoAf8UKQmjgZeccNaQ==</a>
4231	Staff Development - <a href="https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==">https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==</a>
4241.6	Concerted Action/Work Stoppage - <a href="https://simbli.eboardsolutions.com/SU/1IQzKKWAkaSUCj66qxM43w==">https://simbli.eboardsolutions.com/SU/1IQzKKWAkaSUCj66qxM43w==</a>
4241.6	Concerted Action/Work Stoppage - <a href="https://simbli.eboardsolutions.com/SU/2VlxhxOw3ODt7Lrfpk6ioQ==">https://simbli.eboardsolutions.com/SU/2VlxhxOw3ODt7Lrfpk6ioQ==</a>

5030	Student Wellness - <a href="https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==">https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==</a>
5141.27	Food Allergies/Special Dietary Needs - <a href="https://simbli.eboardsolutions.com/SU/NloHQDWcviplus6dLFcVFFo9Q==">https://simbli.eboardsolutions.com/SU/NloHQDWcviplus6dLFcVFFo9Q==</a>
5141.27	Food Allergies/Special Dietary Needs - <a href="https://simbli.eboardsolutions.com/SU/1fLNvPE0plusZLupslshmautkbw==">https://simbli.eboardsolutions.com/SU/1fLNvPE0plusZLupslshmautkbw==</a>
5148	Child Care And Development - <a href="https://simbli.eboardsolutions.com/SU/VWlUzgh4RGGeEslshVkslsh8VR1g==">https://simbli.eboardsolutions.com/SU/VWlUzgh4RGGeEslshVkslsh8VR1g==</a>
5148	Child Care And Development - <a href="https://simbli.eboardsolutions.com/SU/Cvhn2qSYRIRLP3bxx2fsjQ==">https://simbli.eboardsolutions.com/SU/Cvhn2qSYRIRLP3bxx2fsjQ==</a>
5148.2	Before/After School Programs - <a href="https://simbli.eboardsolutions.com/SU/2cqTtpUvXHv15iD86bHdmQ==">https://simbli.eboardsolutions.com/SU/2cqTtpUvXHv15iD86bHdmQ==</a>
5148.2	Before/After School Programs - <a href="https://simbli.eboardsolutions.com/SU/E7zpla8aAx3HUUsedHjAUww==">https://simbli.eboardsolutions.com/SU/E7zpla8aAx3HUUsedHjAUww==</a>
5148.3	Preschool/Early Childhood Education - <a href="https://simbli.eboardsolutions.com/SU/yslshFBmXa4RJtyslshswgRyRDKQ==">https://simbli.eboardsolutions.com/SU/yslshFBmXa4RJtyslshswgRyRDKQ==</a>
5148.3	Preschool/Early Childhood Education - <a href="https://simbli.eboardsolutions.com/SU/Ckp6jjm9OffEpNAqcp7lg==">https://simbli.eboardsolutions.com/SU/Ckp6jjm9OffEpNAqcp7lg==</a>
6142.8	Comprehensive Health Education - <a href="https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wlr4CYoQg==">https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wlr4CYoQg==</a>
6142.8	Comprehensive Health Education - <a href="https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dlvoZMdfHCvA==">https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dlvoZMdfHCvA==</a>
6173	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==">https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==</a>
6173	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==">https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==</a>
6173-E PDF(1)	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==">https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==</a>
6173-E PDF(2)	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dIlIGQ==">https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dIlIGQ==</a>
6176	Weekend/Saturday Classes - <a href="https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DIzGDlaaMaw==">https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DIzGDlaaMaw==</a>
7110	Facilities Master Plan - <a href="https://simbli.eboardsolutions.com/SU/ixdu4y3qRWcfMLhGojUYkA==">https://simbli.eboardsolutions.com/SU/ixdu4y3qRWcfMLhGojUYkA==</a>

**Regulation 3550: Food Service/Child Nutrition Program**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2011 | **Last Revised Date:** 03/06/01/20162022 | **Last Reviewed Date:** 03/06/01/20162022

CSBA NOTE: The following optional administrative regulation applies to food sales through the district's food service program, including, [California's Universal Meals Program \(Education Code 49501.5\)](#), the National School Lunch Program (42 USC 1751-1769j), [the](#) School Breakfast Program (42 USC 1773), and [the](#) Special Milk Program (42 USC 1772). The district should select all sections below that apply to programs offered by the district.

See BP/AR 3552 - Summer Meal Program, AR 5148 - Child Care and Development, and AR 5148.2 - Before/After School Programs for nutrition requirements pertaining to those programs. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554 - Other Food Sales.

**Nutrition Standards for School Meals**

CSBA NOTE: ~~Item #1 below~~ [The following section](#) is for use by all districts. Education Code ~~49550~~[49501.5, as added by AB 130 \(Ch. 44, Statutes of 2021\)](#), requires all schools to provide ~~at least one nutritionally, free of charge, two nutritiously~~ adequate meal ~~each~~[meals per](#) school day to ~~students~~[any student](#) who ~~meet federal~~[requests a meal, regardless of a student's](#) eligibility criteria ~~for to~~[participate in any federally-funded](#) free ~~and/or~~ reduced-price meals, regardless of whether the school receives reimbursements through the National School Lunch Program (42 USC 1751-1769j), School Breakfast Program (42 USC 1773), and/or State Meal Program (Education Code 49490-49494) or receives no funding support for school meals; see BP/AR 3553 - Free and Reduced Price Meals. ~~meal.~~ Education Code 49553 defines a "nutritionally adequate meal" as one that qualifies for reimbursement under federal child nutrition program regulations. Schools participating in the National School Lunch and/or Breakfast Program must extend meal service to all students enrolled in the school.

Meals, food items, and beverages provided through the district's food services program shall: (Education Code ~~49531~~[49501.5](#), 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable

CSBA NOTE: Item #2 below reflects an additional requirement for (1) districts participating in the National School Lunch and/or Breakfast Program which choose to apply for state reimbursements for free and reduced-price meals in addition to their base reimbursement and (2) districts participating in the State Meal Program. Pursuant to Education Code 49430.7, such districts may not provide foods that are deep fried, par fried, or flash fried. Other districts may delete or use this item at their discretion.

~~In addition, Education Code 49430.7 requires that foods provided by such districts not contain artificial trans fat. 7 CFR 210.10 and 220.8, as amended by 77 Fed. Reg. 17, added the same requirement to the nutrition standards for the National School Lunch and Breakfast Programs applicable to all districts; thus, the prohibition against trans fat is covered by item #1 above.~~ [Although the new California Universal Meals Program \(Education Code 49501.5\) is not expressly subject to this requirement, it is recommended that all districts comply with it as a best practice.](#)

since only meals that qualify for federal reimbursement are reimbursable by the state under the program.

2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

## Drinking Water

CSBA NOTE: The following section is for use by all districts. Pursuant to 42 USC 1758, schools participating in the National School Lunch Program are required to make free drinking water available for consumption at locations where meals are served during meal service. In addition, Education Code 38086 requires all California schools to make free drinking water available during school meal times. Pursuant to Education Code 38086, a district may be exempted from this requirement only if the Governing Board adopts a resolution, publicly noticed on at least two consecutive meeting agendas, demonstrating that the district is unable to comply due to fiscal constraints or health or safety concerns. Any district whose Board has adopted such a resolution should delete this section.

Pursuant to Education Code 38086, schools may satisfy this requirement by, among other means, providing cups and containers of water or soliciting or receiving donated water. Recommendations on the California Department of Education's web site include providing chilled water, ensuring that all water fountains are clean and operational, and encouraging water consumption through marketing and advertising.

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

## Special Milk Program

CSBA NOTE: The following section is optional. The Special Milk Program (42 USC 1772; 7 CFR 215.1-215.18) is a federally funded program which assists in providing milk at reasonable prices to students in schools that do not participate in the National School Lunch or Breakfast Program. Pursuant to 7 CFR 215.1 and 215.7, districts may choose to provide milk at no charge to students who qualify for free ~~and reduced price~~ meals; see BP 3553 - Free and Reduced Price Meals.

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.17)

## Food Safety

CSBA NOTE: Pursuant to Health and Safety Code 113789, school cafeterias are among food facilities subject to the California Retail Food Code.

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

CSBA NOTE: The remainder of this section is for use by any district participating in the National School Lunch and/or Breakfast Program and may be used or revised by other districts at their discretion. 42 USC 1758 requires such participating districts to implement a food safety program applicable to any facility or part of a facility in which food is stored, prepared, or served. Pursuant to 42 USC 1758 and 7 CFR 210.13 and 220.7, the food safety program must comply with Hazard Analysis and Critical Control Point (HACCP) principles, which include establishing measures needed to prevent hazards at each stage of food production. Pursuant to 7 CFR 210.13, districts may implement either the "traditional" HACCP system or the simplified "process approach." Under the process approach, foods are grouped together according to preparation process and the same control measure is applied to all menu items within the

group, rather than developing an HACCP plan for each item. These principles are described in the USDA's "Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles."

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

CSBA NOTE: Pursuant to 7 CFR 210.30, directors, managers, and staff in the food service program must complete annual training on specified topics, including, but not limited to, training on health and safety standards. ~~In addition, new food service directors are required to complete at least eight hours of food safety training not more than five years prior to their starting date or within 30 days of the director's starting date. CDE Management Bulletin SNP-17-2016 encourages districts to provide food safety training to all employees who handle food, including acting, temporary, or substitute workers and volunteers. Pursuant to Health and Safety Code 113947.1~~ Based on CDE Management Bulletin SNP-13-2020, districts must ensure that such directors, managers, and staff complete an annual continuing education or training on topics that are job-related, including, but not limited to, food safety standards. In addition, at least one employee at each food facility or site must have successfully passed an approved and accredited food safety certification examination in accordance with Health and Safety Code 113947.2-113947.3.

The Superintendent or designee shall ~~provide ongoing staff development on food safety to~~ ensure that food service directors, managers, and employees staff complete an annual continuing education or training as required by law. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. ~~The~~ For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

CSBA NOTE: The following paragraph is optional. ~~The~~ USDA's "Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles" states that districts should maintain the following types of records in order to periodically review the food safety program and, in the event of a foodborne illness, to document that reasonable care was exercised in the operation of the school's food service program.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

### **Inspection of Food Facilities**

CSBA NOTE: Health and Safety Code 113725-113725.3 require all food facilities in California to be inspected by the county environmental health agency in accordance with the timelines and procedures established in county regulations. The inspections cover all food service areas, including cafeterias, vending machines, and mobile food carts. Health and Safety Code 113725 specifies findings that would be considered violations, including (1) improper holding temperatures, improper cooling, or inadequate cooking of potentially hazardous foods (i.e., foods that require temperature control); (2) poor personal hygiene of food service employees; (3) contaminated equipment; and (4) food from unapproved sources.

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Notwithstanding the requirements of county regulations, districts participating in these programs must obtain at least two safety inspections each school year.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691  
All rights reserved.

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria, establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49510-49520	Nutrition
<a href="#">Ed. Code 49501.5</a>	<a href="#">California Universal Meals Program</a>
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797	School instructional gardens
H&S Code 113700-114437	California Retail Food Code, sanitation and safety requirements

**Federal**

**Description**

42 USC 1751-1769j	National School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
<b>Management Resources</b>	<b>Description</b>
CA Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
California Department of Education Publication	Healthy Children Ready to Learn, January 2005
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP- <del>17-2016</del> , <del>October 2016</del> <a href="#">13-2020</a> , <a href="#">Updated January 2022</a>
California Department of Education Publication	School Meals Initiative Summary
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2005
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, December 2007
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010

U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	U.S. Department of Agriculture, Food and Nutrition Services <a href="#">Service</a>
Website	California Farm Bureau Federation
Website	<a href="#">Nourish</a> California <del>Food Policy</del> Advocates
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	National Alliance for Nutrition and Activity
Website	California School Nutrition Association
Website	California Department of Education, Nutrition Services Division
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

## Cross References

<b>Code</b>	<b>Description</b>
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund

3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E PDF(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
<del>5141.22</del>	<del>Infectious Diseases</del>
<del>5141.22</del>	<del>Infectious Diseases</del>
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
<del>5145.71</del>	<del>Title IX Sexual Harassment Complaint Procedures</del>
<del>5145.71-E PDF(1)</del>	<del>Title IX Sexual Harassment Complaint Procedures</del>
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E (1)	Education For Homeless Children
6173-E (2)	Education For Homeless Children

6176

Weekend/Saturday Classes

7110

Facilities Master Plan

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved.

**Regulation 3550: Food Service/Child Nutrition Program**

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Reviewed Date:** 05/09/2019

### **Nutrition Standards for School Meals**

Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49531, 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8, as applicable
2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

### **Drinking Water**

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

### **Special Milk Program**

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.1)

### **Food Safety**

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall provide ongoing staff development on food safety to food service managers and employees. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. The Superintendent or designee shall document the date, trainer, and subject of each training. (will follow Professional Standard Training set by USDA for food service employees.)

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

### **Inspection of Food Facilities**

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

---

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

5 CCR 15510  
 5 CCR 15530-15535  
 5 CCR 15550-15565  
 5 CCR 15575-15578  
 Ed. Code 35182.5  
 Ed. Code 38080-38103  
 Ed. Code 45103.5  
 Ed. Code 48432.3  
 Ed. Code 49430-49434  
 Ed. Code 49490-49494  
 Ed. Code 49500-49505  
 Ed. Code 49501.5  
 Ed. Code 49510-49520  
 Ed. Code 49530-49536  
 Ed. Code 49540-49546  
 Ed. Code 49547-49548.3  
 Ed. Code 49550-49562  
 Ed. Code 49570  
 Ed. Code 51795-51797  
 H&S Code 113700-114437

**Description**

Mandatory meals for needy students  
 Nutrition education  
 School lunch and breakfast programs  
 Requirements for foods and beverages outside the federal meals program  
 Contracts for advertising  
 Cafeteria; establishment and use  
 Contracts for management consulting services; restrictions  
 Voluntary enrollment in continuation education  
 Pupil Nutrition, Health, and Achievement Act of 2001  
 School breakfast and lunch programs  
 School meals  
 California Universal Meals Program  
 Nutrition  
 Child Nutrition Act  
 Child care food program  
 Comprehensive nutrition services  
 Meals for needy students  
 National School Lunch Act  
 School instructional gardens  
 California Retail Food Code; sanitation and safety requirements

**Federal References**

42 USC 1751-1769j  
 42 USC 1758b  
 42 USC 1761  
 42 USC 1769a  
 42 USC 1771-1793  
 42 USC 1772  
 42 USC 1773  
 7 CFR 210.1-210.31  
 7 CFR 215.1-215.18  
 7 CFR 220.2-220.22  
 7 CFR 245.1-245.13

**Description**

National School Lunch Program  
 Local wellness policy  
 Summer Food Service Program and Seamless Summer Feeding Option  
 Fresh Fruit and Vegetable Program  
 Child Nutrition Act  
 Special Milk Program  
 School Breakfast Program  
 National School Lunch Program  
 Special Milk Program  
 National School Breakfast Program  
 Eligibility for free and reduced-price meals and free milk

**Management Resources References**

CA Project Lean Publication  
 California Department of Education Publication  
 California Department of Education Publication  
 CSBA Publication

**Description**

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006  
 Healthy Children Ready to Learn, January 2005  
 Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022  
 Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2005
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, December 2007
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010
U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	U.S. Department of Agriculture, Food and Nutrition Service - <a href="https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==">https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==</a>
Website	California Farm Bureau Federation - <a href="https://simbli.eboardsolutions.com/SU/9DOFpfd6z2oylYgKzj0qKA==">https://simbli.eboardsolutions.com/SU/9DOFpfd6z2oylYgKzj0qKA==</a>
Website	Nourish California - <a href="https://simbli.eboardsolutions.com/SU/5GeuVdU7HE4aLG3NFy4PTg==">https://simbli.eboardsolutions.com/SU/5GeuVdU7HE4aLG3NFy4PTg==</a>
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition) - <a href="https://simbli.eboardsolutions.com/SU/lzuCbbhn3rBrfeZTSNnVCw==">https://simbli.eboardsolutions.com/SU/lzuCbbhn3rBrfeZTSNnVCw==</a>
Website	Centers for Disease Control and Prevention - <a href="https://simbli.eboardsolutions.com/SU/UUiiqrqtk65lplusLWplusApdRjg==">https://simbli.eboardsolutions.com/SU/UUiiqrqtk65lplusLWplusApdRjg==</a>
Website	National Alliance for Nutrition and Activity - <a href="https://simbli.eboardsolutions.com/SU/GZJffQ4Hi71GbK8ILPjKsg==">https://simbli.eboardsolutions.com/SU/GZJffQ4Hi71GbK8ILPjKsg==</a>
Website	California School Nutrition Association - <a href="https://simbli.eboardsolutions.com/SU/KnWQpY7WknrOcdh5fJ85QQ==">https://simbli.eboardsolutions.com/SU/KnWQpY7WknrOcdh5fJ85QQ==</a>
Website	California Department of Education, Nutrition Services Division - <a href="https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==">https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==</a>
Website	California Department of Public Health - <a href="https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==">https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==</a>
Website	California Healthy Kids Resource Center - <a href="https://simbli.eboardsolutions.com/SU/Ve9Yf61snLK7fRzOPU1xiQ==">https://simbli.eboardsolutions.com/SU/Ve9Yf61snLK7fRzOPU1xiQ==</a>
Website	CSBA - <a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==</a>

**Cross References**

**Description**

0470	COVID-19 Mitigation Plan - <a href="https://simbli.eboardsolutions.com/SU/gzQHDIgfrXy1fMfuyU99plusA==">https://simbli.eboardsolutions.com/SU/gzQHDIgfrXy1fMfuyU99plusA==</a>
0500	Accountability - <a href="https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==">https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==</a>
1312.4	Williams Uniform Complaint Procedures - <a href="https://simbli.eboardsolutions.com/SU/MCKjHVO2p2QoJIaVmpPlusi7w==">https://simbli.eboardsolutions.com/SU/MCKjHVO2p2QoJIaVmpPlusi7w==</a>
1312.4-E PDF(1)	Williams Uniform Complaint Procedures - <a href="https://simbli.eboardsolutions.com/SU/BOLiBEOnqWtridjdcLu7mw==">https://simbli.eboardsolutions.com/SU/BOLiBEOnqWtridjdcLu7mw==</a>
1312.4-E PDF(2)	Williams Uniform Complaint Procedures - <a href="https://simbli.eboardsolutions.com/SU/mc8TAySPJIM6slshnaHBT34w==">https://simbli.eboardsolutions.com/SU/mc8TAySPJIM6slshnaHBT34w==</a>
1325	Advertising And Promotion - <a href="https://simbli.eboardsolutions.com/SU/WaWZslshVX95yzHALbehiHplusplusw==">https://simbli.eboardsolutions.com/SU/WaWZslshVX95yzHALbehiHplusplusw==</a>

- 1340 Access To District Records -  
<https://simbli.eboardsolutions.com/SU/cXGxpZRquYld0nKebslshBk4Q==>
- 1340 Access To District Records -  
<https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==>
- 3000 Concepts And Roles -  
<https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==>
- 3260 Fees And Charges -  
<https://simbli.eboardsolutions.com/SU/WkUrNM2FzVvKlqFLyxiZng==>
- 3260 Fees And Charges -  
<https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==>
- 3510 Green School Operations -  
<https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==>
- 3514 Environmental Safety -  
<https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==>
- 3514 Environmental Safety -  
<https://simbli.eboardsolutions.com/SU/n7CuOUfbHlaAcCzD0HsiyA==>
- 3517 Facilities Inspection -  
<https://simbli.eboardsolutions.com/SU/AH5w7UMTpl1G9yTkdzMhJQ==>
- 3551 Food Service Operations/Cafeteria Fund -  
<https://simbli.eboardsolutions.com/SU/fslshTOZSOCJYAeewHFRcBZQ==>
- 3551 Food Service Operations/Cafeteria Fund -  
<https://simbli.eboardsolutions.com/SU/yyuRz0EALXR0Dv3bnSI2ow==>
- 3552 Summer Meal Program -  
<https://simbli.eboardsolutions.com/SU/IAJDgoYIIDjrGK0VsaITUA==>
- 3552 Summer Meal Program -  
<https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==>
- 3553 Free And Reduced Price Meals -  
<https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhhqz9g4m1aA==>
- 3553 Free And Reduced Price Meals -  
<https://simbli.eboardsolutions.com/SU/AKPJOKwvzRYWQQEdVtKxAA==>
- 3554 Other Food Sales -  
<https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNeRTpX9plusfQ==>
- 3554 Other Food Sales -  
<https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapblIBHwg==>
- 3555 Nutrition Program Compliance -  
<https://simbli.eboardsolutions.com/SU/K9wplush5VN60RaocpQLIEsg==>
- 3555-E PDF(1) Nutrition Program Compliance -  
<https://simbli.eboardsolutions.com/SU/iJVCLHplust0emC5ahdOOqZGg==>
- 3580 District Records -  
<https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplustm0g==>
- 3580 District Records -  
<https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==>
- 4131 Staff Development -  
<https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzFEIKecgex4Rw==>
- 4141.6 Concerted Action/Work Stoppage -  
<https://simbli.eboardsolutions.com/SU/MBSgROgVyeslshbOLCrSKHigw==>
- 4141.6 Concerted Action/Work Stoppage -  
<https://simbli.eboardsolutions.com/SU/Ty3VkoAf8UKQmjgZeccNaQ==>
- 4231 Staff Development -  
<https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==>

4241.6	Concerted Action/Work Stoppage - <a href="https://simbli.eboardsolutions.com/SU/1IQzKKWAkaSUCj66qxM43w==">https://simbli.eboardsolutions.com/SU/1IQzKKWAkaSUCj66qxM43w==</a>
4241.6	Concerted Action/Work Stoppage - <a href="https://simbli.eboardsolutions.com/SU/2VlxhxOw3ODt7Lrfpk6ioQ==">https://simbli.eboardsolutions.com/SU/2VlxhxOw3ODt7Lrfpk6ioQ==</a>
5030	Student Wellness - <a href="https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==">https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==</a>
5141.27	Food Allergies/Special Dietary Needs - <a href="https://simbli.eboardsolutions.com/SU/NloHQDWcvplus6dLFcVFFo9Q==">https://simbli.eboardsolutions.com/SU/NloHQDWcvplus6dLFcVFFo9Q==</a>
5141.27	Food Allergies/Special Dietary Needs - <a href="https://simbli.eboardsolutions.com/SU/1fLNvPE0plussZLupslshmautkbw==">https://simbli.eboardsolutions.com/SU/1fLNvPE0plussZLupslshmautkbw==</a>
5148	Child Care And Development - <a href="https://simbli.eboardsolutions.com/SU/VWwUZgh4RGGeEslshVkslsh8VR1g==">https://simbli.eboardsolutions.com/SU/VWwUZgh4RGGeEslshVkslsh8VR1g==</a>
5148	Child Care And Development - <a href="https://simbli.eboardsolutions.com/SU/Cvhn2qSYRIRLP3bxx2fsjQ==">https://simbli.eboardsolutions.com/SU/Cvhn2qSYRIRLP3bxx2fsjQ==</a>
5148.2	Before/After School Programs - <a href="https://simbli.eboardsolutions.com/SU/2cqTtpUvXHv15iD86bHdmQ==">https://simbli.eboardsolutions.com/SU/2cqTtpUvXHv15iD86bHdmQ==</a>
5148.2	Before/After School Programs - <a href="https://simbli.eboardsolutions.com/SU/E7zpla8aAx3HUshedHjAUww==">https://simbli.eboardsolutions.com/SU/E7zpla8aAx3HUshedHjAUww==</a>
5148.3	Preschool/Early Childhood Education - <a href="https://simbli.eboardsolutions.com/SU/yslshFBmXa4RJtyslshswgRyRDKQ==">https://simbli.eboardsolutions.com/SU/yslshFBmXa4RJtyslshswgRyRDKQ==</a>
5148.3	Preschool/Early Childhood Education - <a href="https://simbli.eboardsolutions.com/SU/Ckp6jjjm9OffEpNAqcp7lg==">https://simbli.eboardsolutions.com/SU/Ckp6jjjm9OffEpNAqcp7lg==</a>
6142.8	Comprehensive Health Education - <a href="https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wlr4CYoQg==">https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wlr4CYoQg==</a>
6142.8	Comprehensive Health Education - <a href="https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dlvoZMdfHCvA==">https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dlvoZMdfHCvA==</a>
6173	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==">https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==</a>
6173	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==">https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==</a>
6173-E PDF(1)	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgFTA==">https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgFTA==</a>
6173-E PDF(2)	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dIlIGQ==">https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dIlIGQ==</a>
6176	Weekend/Saturday Classes - <a href="https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DlzGDlaaMaw==">https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DlzGDlaaMaw==</a>
7110	Facilities Master Plan - <a href="https://simbli.eboardsolutions.com/SU/ixdu4y3qRWcfMLhGojUYkA==">https://simbli.eboardsolutions.com/SU/ixdu4y3qRWcfMLhGojUYkA==</a>

**Policy 3551: Food Service Operations/Cafeteria Fund**

**Status:** ADOPTED

**Original Adopted Date:** 05/01/2017 | **Last Revised Date:** ~~03/06/2020~~ 07/06/2019 2022 | **Last Reviewed Date:** ~~07/06/2019~~ 2022

CSBA NOTE: The following conditionally mandated policy may be revised to reflect district practice. Pursuant to U.S. Department of ~~Agriculture~~ Agriculture's (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are mandated to adopt policy addressing meal charges, ~~including delinquent meal charges~~; see the section "Meal Sales" below and the accompanying administrative regulation. However, with the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. Consequently, certain program requirements may no longer be applicable.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to construct buildings. Authorized expenditures are specified in Education Code 38101 and defined in the California Department of Education's (CDE) "California School Accounting Manual."

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and ~~increase~~ cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

CSBA NOTE: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. See CDE's Nutrition Services Division Management Bulletin ~~10-2019~~ SNP-13-2020 for updated information about state hiring standards.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training ~~on, at least once each year, on food service administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year.~~ In addition, all food service personnel are required to receive annual training that is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and to ensure program compliance and integrity. Food service personnel must obtain certification on an annual basis to demonstrate competence in the training. In addition, Such training is required to include modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. ~~CDE provides~~ See CDE's web site for online training that meets these requirements; ~~see CDE's web site.~~

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

## Meal Sales

CSBA NOTE: ~~The following section may be revised~~ Commencing with the 2022-23 school year, each district is required, pursuant to Education Code 49501.5, as added by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides AB 130, to provide a nutritionally adequate breakfast and/or lunch free of charge to all, to any student who requests a meal, regardless of the student's eligibility for participation in the federal free or reduced-price meal program. Consequently, only nonprogram foods may be sold to students ~~at the school.~~ For further information, see BP 3553 - Free and Reduced Price Meals.

~~Meals may be sold to students,~~ Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

CSBA NOTE: Pursuant to Education Code 38082, the Governing Board ~~may~~ is authorized to adopt a resolution to ~~authorize~~ permit the serving of meals to ~~additional persons~~ individuals and organizations other than those ~~listed above.~~ specified in the preceding paragraph. CDE's Nutrition Services Division Management Bulletin ~~00-111~~ SNP-04-2021 states that ~~the Board's policy or resolution must specify the means for serving those persons and indicates that using funds from the National School Lunch or Breakfast Program~~ may not be used to serve any nonstudent ~~would be contrary to program goals.~~ The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus ~~for a legitimate purpose.~~ Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

CSBA NOTE: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, which are paid from district funds other than the cafeteria fund, pursuant to Education Code 38100).

~~Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553—Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin SNP-11-2019.~~

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. ~~Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.~~

CSBA NOTE: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge

~~policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. See the accompanying administrative regulation for additional language fulfilling this mandate.~~

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, ~~including delinquent meal payments.~~ Such procedures shall conform with ~~BP/AR 3553—Free and Reduced Price Meals,~~ 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

~~CSBA NOTE: Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students whose parents/guardians have unpaid meal fees are not shamed or treated differently than other students. As amended by SB 265 (Ch. 785, Statutes of 2019), Education Code 49557.5 provides that students with unpaid meal fees must not be denied a reimbursable meal of their choice, eliminating the possibility that a school could provide an alternative meal to a student with unpaid meal fees. For further information about unpaid meal charges, see CDE's Nutrition Services Division Management Bulletin SNP 03 2017.~~

~~In addition, Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553—Free and Reduced Price Meals.~~

~~The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or denied a meal of the student's choice. (Education Code 49557, 49557.5)~~

## **Cafeteria Fund**

### **Cafeteria Fund and Account**

CSBA NOTE: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities," provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

CSBA NOTE: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

**OPTION 1:** The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

**OPTION 1 ENDS HERE**

**OPTION 2:** The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

**OPTION 2 ENDS HERE**

### Contracts with Outside Services

CSBA NOTE: The following ~~section is optional paragraph may be revised.~~ Pursuant to reflect Education Code 45103.5, the district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance is authorized to contract for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school consulting services related to food service account. Also see management. Education Code 45103.5, 42 USC 1758, and 7 CFR 210.16 authorize a district, under specified conditions, and with approval of CDE, to contract with a food service management company to manage food service operations in any district school. See the accompanying administrative regulation for related requirements.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and

CSBA NOTE: The following section is optional. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

### Procurement of Foods, Equipment and Supplies

CSBA NOTE: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. ~~USDA~~ USDA's Memorandum SP 38-2017 clarifies that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to the Memorandum, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Limited exceptions to the Buy American requirement are described in ~~USDA~~ USDA's Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

CSBA NOTE: Pursuant to Public Contract Code 20111, districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

### **Program Monitoring and Evaluation**

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

CSBA NOTE: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. ~~Each district is reviewed at least once every three years except that, for school years from 2017-2019 through 2021-22, the three-year review cycle was extended to a five-year cycle pursuant to a waiver submitted by CDE's Nutrition Services Division to USDA.~~ The CDE performs an Administrative Review of participating districts every three years. See CDE's nutrition services web site for a current list of documents that may be requested for the review.

~~During the Administrative Review, CDE will review district policies on unpaid meal charges, unpaid meal debt, the prohibition against shaming of students whose families cannot pay for a meal or who have unpaid meal debt, and processes for notifying parents/guardians of these policies at the beginning of the school year and when a student enrolls during the school year.~~

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias, funds and accounts
Ed. Code 38100-38103	Cafeterias, allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49493	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
H&S Code 113700-114437	California Retail Food Code, <del>7</del> sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
<b>Federal</b>	<b>Description</b>
2 CFR 200	Appendix VII -Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs, definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and-free milk

7 CFR 250.1-250.70

**Management Resources**

California Department of Education  
Publication

U.S. Department of Agriculture  
Publication

[U.S. Department of Agriculture  
Publication](#)

USDA foods

**Description**

~~Paid~~ [Pricing of Adult Meals in the National School Lunch Equity Requirement and Calculation Tool Updated Guidance for School Year 2019-20](#) [School Breakfast Programs](#), NSD Management Bulletin, SNP-11-2019, May 2019 [04-2021, August 2021](#)

~~Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements~~, NSD Management Bulletin, SNP-05-2018

Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

~~Unpaid Meal Charges April 2017~~

~~Paid Lunch Equity Requirement~~, NSD Management Bulletin, USDA SNP-16-2012, October 2012

Food Distribution Program Administrative Manual

~~Adult and Sibling Meals in the National School Lunch and School Breakfast Programs~~, NSD Management Bulletin 00-111, July 2000

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013 [05-2020, February 2020](#)

~~Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs~~, May 2015

California School Accounting Manual

~~School Meals - FAQs~~

~~Unpaid Meal Charges: Guidance and Q&A~~, SP-23-2017, March 2017

~~Unpaid Meal Charges: Local Meal Charge Policies~~, SP-46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-24-2016, February 2016 [38-2017, June 2017](#)

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP-17-2014, January 2014

Indirect Costs: Guidance for State Agencies and School Food Authorities SP-60-2016, September 2016

[School Meals - FAQs](#)

U.S. Department of Agriculture  
Publication

~~Overcoming the Unpaid Meal Challenge: Proven Strategies  
from Our Nation's Schools~~ [Charges: Local Meal Charge  
Policies](#), SP 29-2017, September 16-2016, July 2016

Website

U.S. Department of Agriculture, Food and Nutrition Services

Website

California Department of Education, Nutrition Services  
Division

Website

California School Nutrition Association

## Cross References

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E.(1)	Equipment

3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E_(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
<del>3600</del>	<del>Consultants</del>
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parental Notifications
5145.6-E_(1)	Parental Notifications

**Policy 3551: Food Service Operations/Cafeteria Fund**

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Revised Date:** 10/15/2020 | **Last Reviewed Date:** 10/15/2020

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

### **Meal Sales**

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with BP/AR 3553 - Free and Reduced Price Meals, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or denied a meal of the student's choice. (Education Code 49557, 49557.5)

### **Cafeteria Fund**

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

### **Contracts with Outside Services**

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

### **Procurement of Foods, Equipment and Supplies**

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United

States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

### Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

---

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

5 CCR 15550-15565  
Ed. Code 38080-38086  
Ed. Code 38090-38095  
Ed. Code 38100-38103  
Ed. Code 42646  
Ed. Code 45103.5  
Ed. Code 49490-49493  
Ed. Code 49500-49505  
Ed. Code 49550-49564.5  
Ed. Code 49554  
Ed. Code 49580-49581  
F&A Code 58595  
H&S Code 113700-114437  
Pub. Cont. Code 2000-2002  
Pub. Cont. Code 20111

### Description

School lunch and breakfast programs  
School meals  
Cafeterias, funds and accounts  
Cafeterias, allocation of charges  
Alternate payroll procedure  
Contracts for management consulting services; restrictions  
School breakfast and lunch programs  
School meals  
Meals for needy students  
Contract for services  
Food recovery program  
Preference for California-grown agricultural products  
California Retail Food Code; sanitation and safety requirements  
Responsive bidders  
Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

### Federal References

2 CFR 200  
2 CFR 200.318-200.326

### Description

Appendix VII Indirect cost proposals  
Procurement standards

2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs, definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

**Management Resources References**

**Description**

CA Department of Education Publication	California School Accounting Manual
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-05-2020, February 2020
California Department of Education Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP-46-2016, July 2016
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	U.S. Department of Agriculture, Food and Nutrition Service - <a href="https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==">https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==</a>
Website	California Department of Education, Nutrition Services Division - <a href="https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==">https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==</a>
Website	California School Nutrition Association - <a href="https://simbli.eboardsolutions.com/SU/KnWOpY7WknrOcdh5fJ85QQ==">https://simbli.eboardsolutions.com/SU/KnWOpY7WknrOcdh5fJ85QQ==</a>

**Cross References**

**Description**

0410	Nondiscrimination In District Programs And Activities - <a href="https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==">https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==</a>
1113	District And School Web Sites - <a href="https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==">https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==</a>
1113	District And School Web Sites - <a href="https://simbli.eboardsolutions.com/SU/92wfmCN541FIED53K1C2Uw==">https://simbli.eboardsolutions.com/SU/92wfmCN541FIED53K1C2Uw==</a>
1113-E PDF(1)	District And School Web Sites - <a href="https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg==">https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg==</a>

1340 Access To District Records - <https://simbli.eboardsolutions.com/SU/cXGxpZRquYldOnKebslshBk4Q==>

1340 Access To District Records - <https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==>

3100 Budget - <https://simbli.eboardsolutions.com/SU/aC8PPargljlhplunObjfp2g==>

3100 Budget - <https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==>

3110 Transfer Of Funds - <https://simbli.eboardsolutions.com/SU/RiplusZsFyyoJicLCrGVHEuA==>

3230 Federal Grant Funds - <https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g==>

3230 Federal Grant Funds - <https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q==>

3260 Fees And Charges - <https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==>

3260 Fees And Charges - <https://simbli.eboardsolutions.com/SU/GfUJ9DGdlfWd1d1YKcqBTg==>

3300 Expenditures And Purchases - <https://simbli.eboardsolutions.com/SU/PiJMZVvpjV1P1BWzGWwzAA==>

3311 Bids - <https://simbli.eboardsolutions.com/SU/TXCclHAPO4AvqIRkslshlGT6g==>

3311 Bids - <https://simbli.eboardsolutions.com/SU/YtGjBb8AeKJBCbTEVI6JKg==>

3312 Contracts - <https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==>

3314.2 Revolving Funds - <https://simbli.eboardsolutions.com/SU/hAacxs5JW5sin4sWelBZ2g==>

3400 Management Of District Assets/Accounts - <https://simbli.eboardsolutions.com/SU/clm77Hslsh9RplusDUndTMnG5tLg==>

3400 Management Of District Assets/Accounts - <https://simbli.eboardsolutions.com/SU/Eh4AWcSQOckQHzhhhNrRWBQ==>

3460 Financial Reports And Accountability - <https://simbli.eboardsolutions.com/SU/TxBv420C0XX2RcvhFVuwTQ==>

3460 Financial Reports And Accountability - <https://simbli.eboardsolutions.com/SU/oxbbplusKiWBOkgDVv4ZA7DqA==>

3510 Green School Operations - <https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==>

3511 Energy And Water Management - <https://simbli.eboardsolutions.com/SU/O9FKTqHslshqNGBKo5saslshMH6Q==>

3511 Energy And Water Management - <https://simbli.eboardsolutions.com/SU/h07XgTJ0QslshS45Pc7PrL6Xg==>

3512 Equipment - <https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==>

3515.6 Criminal Background Checks For Contractors - <https://simbli.eboardsolutions.com/SU/ghT3ViasOYAGYe0LFgpluskslshw==>

3550 Food Service/Child Nutrition Program - <https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9Lal1w==>

3550 Food Service/Child Nutrition Program - <https://simbli.eboardsolutions.com/SU/FDEyeplusb4fv7OWe2gJqdyg==>

3552 Summer Meal Program - <https://simbli.eboardsolutions.com/SU/IAJDgoYIIDjrGK0V saiTUA==>

3552 Summer Meal Program - <https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==>

3553	Free And Reduced Price Meals - <a href="https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhhqz9g4m1aA==">https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhhqz9g4m1aA==</a>
3553	Free And Reduced Price Meals - <a href="https://simbli.eboardsolutions.com/SU/AKPJOKwwwzRYWQQEdVtKxAA==">https://simbli.eboardsolutions.com/SU/AKPJOKwwwzRYWQQEdVtKxAA==</a>
3554	Other Food Sales - <a href="https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNeRTpX9plusfQ==">https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNeRTpX9plusfQ==</a>
3554	Other Food Sales - <a href="https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapblIBHwg==">https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapblIBHwg==</a>
3555	Nutrition Program Compliance - <a href="https://simbli.eboardsolutions.com/SU/K9wplush5VN60RaocpQLIEsg==">https://simbli.eboardsolutions.com/SU/K9wplush5VN60RaocpQLIEsg==</a>
3555-E PDF(1)	Nutrition Program Compliance - <a href="https://simbli.eboardsolutions.com/SU/iJVCLHplust0emC5ahdOQgZGg==">https://simbli.eboardsolutions.com/SU/iJVCLHplust0emC5ahdOQgZGg==</a>
3580	District Records - <a href="https://simbli.eboardsolutions.com/SU/sIGJYA28YslshNTQCMslshGcplustm0g==">https://simbli.eboardsolutions.com/SU/sIGJYA28YslshNTQCMslshGcplustm0g==</a>
3580	District Records - <a href="https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==">https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==</a>
4112.4	Health Examinations - <a href="https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplustYhAUA==">https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplustYhAUA==</a>
4212	Appointment And Conditions Of Employment - <a href="https://simbli.eboardsolutions.com/SU/NpFplustnESCyvrT6FLrecestYA==">https://simbli.eboardsolutions.com/SU/NpFplustnESCyvrT6FLrecestYA==</a>
4212.4	Health Examinations - <a href="https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgstplustOA==">https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgstplustOA==</a>
4231	Staff Development - <a href="https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==">https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==</a>
4312.4	Health Examinations - <a href="https://simbli.eboardsolutions.com/SU/n2s4CeoDPdplustBzy0QkOCSw==">https://simbli.eboardsolutions.com/SU/n2s4CeoDPdplustBzy0QkOCSw==</a>
4331	Staff Development - <a href="https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplustAxyzfEw==">https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplustAxyzfEw==</a>
5030	Student Wellness - <a href="https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplustS6lm9g==">https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplustS6lm9g==</a>
5145.6	Parental Notifications - <a href="https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslustQ==">https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslustQ==</a>
5145.6-E PDF(1)	Parental Notifications - <a href="https://simbli.eboardsolutions.com/SU/i1IPc7H4r7ustslust0slustTWOspustew==">https://simbli.eboardsolutions.com/SU/i1IPc7H4r7ustslust0slustTWOspustew==</a>
5145.6-E PDF(2)	Parental Notifications - <a href="https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slustRCslustm9H4Q==">https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slustRCslustm9H4Q==</a>

**Regulation 3551: Food Service Operations/Cafeteria Fund**

**Status:** ADOPTED

**Original Adopted Date:** 07/01/2019 | **Last Revised Date:** 03/06/01/2020 2022 | **Last Reviewed Date:** 07/06/01/2019 2022

~~CSBA NOTE: Districts that provide breakfast and/or lunch free of charge to all students (i.e., "universal meal service") at one or more schools pursuant to 42 USC 1759a or Education Code 49550.5 should revise the following administrative regulation accordingly. Also see BP/AR 3553 – Free and Reduced Price Meals.~~ CSBA NOTE: With the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. To receive state reimbursement for the two meals, districts must participate in both the National School Lunch Program and the School Breakfast Program and comply with the requirement to have a written and clearly communicated meal charge policy as mandated pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016. However, some requirements of the National School Lunch Program and/or School Breakfast Program are no longer applicable.

**Payments for Meals**

~~CSBA NOTE: State and federal law (Education Code 49550, 49557; 42 USC 1758, 1773; 7 CFR 245.8) require that all students eligible for free and reduced price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 – Free and Reduced Price Meals. Districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day.~~

~~In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced price benefits. Districts that choose to eliminate reduced price meal charges may still claim the meals at the reduced price rate, but the cost difference between the reduced price meal and the no cost meal must be covered by the district's cafeteria fund. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.~~

~~The following section includes recommendations of the California Department of Education's (CDE) Nutrition Services Division Management Bulletin and the USDA's "School Meals – FAQs" on the USDA's web site and may be revised to reflect district practice.~~

~~With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.~~

~~CSBA NOTE: Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a system for notifying parents/guardians when a student's meal payment account has a low or negative balance.~~

~~According to USDA's Memorandum SP 23-2017, the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's Nutrition Services Division Management~~

Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications eligibility forms at the start of the school year
4. Posting the policy on the district's web site

#### Reimbursement Claims

5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

~~CSBA NOTE: The following optional paragraph may be revised to reflect district practice. According to the USDA's "School Meals—FAQs," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets when applications for free and reduced-price meals are distributed or approved; (2) maintains a list of students who have reported lost and stolen tickets and the number of occurrences for each student; (3) issues at least one advance warning to the student or the student's parent/guardian prior to refusing to issue a replacement ticket; and (4) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.~~  
CSBA NOTE: To streamline administration of state and federal meal programs, the California Department of Education (CDE) has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

~~In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point of sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports a ticket as lost or stolen.~~

~~However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.~~

~~In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or~~

designee shall investigate any claim that a bill does not belong to a student or is inaccurate, and shall open a new account as appropriate for a student whose account appears to have been misused.

~~CSBA NOTE: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP 03-2017, districts must ensure that students who are approved for reduced price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full price meals.~~

~~Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or refunded to the student's parents/guardians.~~

### **Unpaid and Delinquent Meal Charges**

~~CSBA NOTE: The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program. Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Such policy may be consistent for all students or vary by grade level. The following section may be revised to reflect district practice.~~

~~The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)~~

~~Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)~~

~~CSBA NOTE: Education Code 49557.5 requires that parents/guardians be notified no later than 10 days after a student's school meal account has reached a negative balance. At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.~~

~~No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)~~

~~The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)~~

~~CSBA NOTE: The following optional paragraph reflects CDE guidance in its Nutrition Services Division Management Bulletin SNP 03-2017.~~

~~The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.~~

~~CSBA NOTE: CDE's Nutrition Services Division Management Bulletin SNP 03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below.~~

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

~~CSBA NOTE: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP 03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.~~

~~The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.~~

~~CSBA NOTE: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.~~

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, and reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to [the California Department of Education \(CDE\)](#) using the online Child Nutrition Information and Payment System.

### **Donation of Leftover Food**

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

### **Cafeteria Fund and Account**

CSBA NOTE: Education Code 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

CSBA NOTE: Education Code 38101 permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

CSBA NOTE: The following ~~optional~~ paragraph is optional. By law, cafeteria funds may be used for use ~~by districts that choose to provide universal breakfast (free of charge to all students) at one or more schools. Pursuant to~~ the operation and improvement of school food services. For example, pursuant to Education Code 49550.5, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE. ~~The requirement to submit certification does not apply to any district that provides universal breakfast pursuant to a federally authorized provision (e.g., Provision 1, 2, or 3 or the Community Eligibility Provision of the National School Lunch Act).~~

~~With CDE approval, the~~ The district may use cafeteria funds to supplement the provision of universal a nutritionally adequate breakfast. ~~On and/or before July 1 of each year, the~~ lunch to district shall submit ~~to CDE a Board signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered~~ when permitted by the district with nonfederal funds. ~~(Education Code 49550.5)~~ law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and ~~USDA~~ USDA's guidance ~~,"~~ SP 60-2016, Indirect Costs: Guidance for State Agencies and School Food Authorities," provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

CSBA NOTE: Pursuant to 7 CFR 210.14 and 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months' average expenditures. If there is a surplus, then according to ~~USDA~~ USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities," " the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin NSD-SNP-07-2013 provides that CDE may approve a district's net cash resources in an amount greater than three months' average expenditures if the district has a spending plan for the excess funds in place with the Nutrition Services Division.

Net cash resources in the nonprofit school food service shall not exceed three months' average expenditures. (7 CFR 210.14, 220.7)

### **U.S. Department of Agriculture Foods**

CSBA NOTE: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools.

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such

storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

### Contracts with Outside Services

CSBA NOTE: The following optional section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts the district maintains; see the accompanying Board policy.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, ~~including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services, unless the company agrees to offer free, reduced price, and full price reimbursable meals to all eligible students.~~ (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

#### Policy Reference UPDATE Service

Copyright 2022 by California School Boards Association, West Sacramento, California 95691  
All rights reserved

#### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias, funds and accounts
Ed. Code 38100-38103	Cafeterias, allocation of charges

Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49493	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
<a href="#">Ed. Code 49501.5</a>	<a href="#">California Universal Meals Program</a>
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
H&S Code 113700-114437	California Retail Food Code, sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

**Federal**

2 CFR 200	<b>Description</b> Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs, definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child nutrition
42 USC 1773	School Breakfast Program
<del>7 CFR 210.1-210.31</del>	<del>National School Lunch Program</del>
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

**Management Resources**

California Department of Education Publication	<b>Description</b> <del>Paid Lunch Equity Requirement and Calculation Tool- Updated</del> <a href="#">Exemption</a> Guidance for School Year 2019-20, NSD Management Bulletin, SNP-11-2019, May 2019 <a href="#">02-2021</a> , <a href="#">April 2022</a>
California Department of Education Publication	<del>Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements; NSD Management Bulletin, SNP-05-2018</del>

California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
<del>California Department of Education Publication</del>	<del>Unpaid Meal Charges April 2017</del>
<del>California Department of Education Publication</del>	<del>Paid Lunch Equity Requirement, NSD Management Bulletin, USDA SNP-16-2012, October 2012</del>
California Department of Education Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	<del>Pricing of Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000</del> <a href="#">SNP-04-2021, August 2021</a>
California Department of Education Publication	<del>Cafeteria Funds—Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013</del> <a href="#">05-2020, February 2020</a>
<del>California Department of Education Publication</del>	<del>Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, May 2015</del>
California Department of Education Publication	California School Accounting Manual
<del>U.S. Department of Agriculture Publication</del>	<del>School Meals—FAQs</del>
<del>U.S. Department of Agriculture Publication</del>	<del>Unpaid Meal Charges: Guidance and Q&amp;A, SP 23-2017, March 2017</del>
<del>U.S. Department of Agriculture Publication</del>	<del>Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016</del>
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
<a href="#">U.S. Department of Agriculture Publication</a>	<a href="#">School Meals FAQs</a>
U.S. Department of Agriculture Publication	<del>Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools</del> <a href="#">Charges: Local Meal Charge Policies, SP 29-2017, September 2017</a> <a href="#">46-2016, July 2016</a>
Website	U.S. Department of Agriculture, Food and Nutrition Services
Website	California Department of Education, Nutrition Services Division
Website	California School Nutrition Association

## Cross References

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E.(1)	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals

3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E_(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
<del>3600</del>	<del>Consultants</del>
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parental Notifications
5145.6-E_(1)	Parental Notifications

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved

**Regulation 3551: Food Service Operations/Cafeteria Fund**

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Revised Date:** 10/15/2020 | **Last Reviewed Date:** 10/15/2020

### Payments for Meals

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, and shall open a new account as appropriate for a student whose account appears to have been misused.

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or refunded to the student's parents/guardians.

### Unpaid and Delinquent Meal Charges

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

### **Reimbursement Claims**

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

### **Donation of Leftover Food**

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

### **Cafeteria Fund**

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

With CDE approval, the district may use cafeteria funds to supplement the provision of universal breakfast. On or before July 1 of each year, the district shall submit to CDE a Board-signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered by the district with non federal funds. (Education Code 49550.5)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months' average expenditures. (7 CFR 210.14, 220.7)

### **U.S. Department of Agriculture Foods**

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE

procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

### Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

---

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

	<b>Description</b>
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias, funds and accounts
Ed. Code 38100-38103	Cafeterias, allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49493	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

### Federal References

	<b>Description</b>
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards

2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs, definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

**Management Resources References**

**Description**

CA Department of Education Publication	California School Accounting Manual
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-05-2020, February 2020
California Department of Education Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP-46-2016, July 2016
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	U.S. Department of Agriculture, Food and Nutrition Service - <a href="https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==">https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==</a>
Website	California Department of Education, Nutrition Services Division - <a href="https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==">https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==</a>
Website	California School Nutrition Association - <a href="https://simbli.eboardsolutions.com/SU/KnWOpY7WknrOcdh5fJ85QQ==">https://simbli.eboardsolutions.com/SU/KnWOpY7WknrOcdh5fJ85QQ==</a>

**Cross References**

**Description**

0410	Nondiscrimination In District Programs And Activities - <a href="https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==">https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==</a>
1113	District And School Web Sites - <a href="https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==">https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==</a>
1113	District And School Web Sites - <a href="https://simbli.eboardsolutions.com/SU/92wfmCN541FIED53K1C2Uw==">https://simbli.eboardsolutions.com/SU/92wfmCN541FIED53K1C2Uw==</a>
1113-E PDF(1)	District And School Web Sites - <a href="https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg==">https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg==</a>

1340 Access To District Records - <https://simbli.eboardsolutions.com/SU/cXGxpZRquYldOnKebslshBk4Q==>

1340 Access To District Records - <https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==>

3100 Budget - <https://simbli.eboardsolutions.com/SU/aC8PPargljlhplunObjfp2g==>

3100 Budget - <https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==>

3110 Transfer Of Funds - <https://simbli.eboardsolutions.com/SU/RiplusZsFyyoJicLCrGVHEuA==>

3230 Federal Grant Funds - <https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g==>

3230 Federal Grant Funds - <https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q==>

3260 Fees And Charges - <https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==>

3260 Fees And Charges - <https://simbli.eboardsolutions.com/SU/GfUJ9DGdlfWd1d1YKcqBTg==>

3300 Expenditures And Purchases - <https://simbli.eboardsolutions.com/SU/PiJMZVvpjV1P1BWzGWwzAA==>

3311 Bids - <https://simbli.eboardsolutions.com/SU/TXCclHAPO4AvqlRkslshlGT6g==>

3311 Bids - <https://simbli.eboardsolutions.com/SU/YtGjBb8AeKJBCbTEVI6JKg==>

3312 Contracts - <https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==>

3314.2 Revolving Funds - <https://simbli.eboardsolutions.com/SU/hAacxs5JW5sin4sWelBZ2g==>

3400 Management Of District Assets/Accounts - <https://simbli.eboardsolutions.com/SU/clm77Hslsh9RplusDUndTMnG5tLg==>

3400 Management Of District Assets/Accounts - <https://simbli.eboardsolutions.com/SU/Eh4AWcSQOckQHzhhhNrRWBQ==>

3460 Financial Reports And Accountability - <https://simbli.eboardsolutions.com/SU/TxBv420C0XX2RcvhFVuwTQ==>

3460 Financial Reports And Accountability - <https://simbli.eboardsolutions.com/SU/oxbbplusKiWBOkgDVv4ZA7DqA==>

3510 Green School Operations - <https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==>

3511 Energy And Water Management - <https://simbli.eboardsolutions.com/SU/O9FKTqHslshqNGBKo5saslshMH6Q==>

3511 Energy And Water Management - <https://simbli.eboardsolutions.com/SU/h07XgTJ0QslshS45Pc7PrL6Xg==>

3512 Equipment - <https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==>

3515.6 Criminal Background Checks For Contractors - <https://simbli.eboardsolutions.com/SU/ghT3ViasOYAGYe0LFgpluslshw==>

3550 Food Service/Child Nutrition Program - <https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9Lal1w==>

3550 Food Service/Child Nutrition Program - <https://simbli.eboardsolutions.com/SU/FDEyeplusb4fv7OWe2gJqdyg==>

3552 Summer Meal Program - <https://simbli.eboardsolutions.com/SU/IAJDgoYIIDjrGK0V saiTUA==>

3552 Summer Meal Program - <https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==>

3553	Free And Reduced Price Meals - <a href="https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhhqz9g4m1aA==">https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhhqz9g4m1aA==</a>
3553	Free And Reduced Price Meals - <a href="https://simbli.eboardsolutions.com/SU/AKPJOKwwwzRYWQQEdVtKxAA==">https://simbli.eboardsolutions.com/SU/AKPJOKwwwzRYWQQEdVtKxAA==</a>
3554	Other Food Sales - <a href="https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNeRTpX9plusfQ==">https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNeRTpX9plusfQ==</a>
3554	Other Food Sales - <a href="https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapblIBHwg==">https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapblIBHwg==</a>
3555	Nutrition Program Compliance - <a href="https://simbli.eboardsolutions.com/SU/K9wplush5VN60RaocpQLIEsg==">https://simbli.eboardsolutions.com/SU/K9wplush5VN60RaocpQLIEsg==</a>
3555-E PDF(1)	Nutrition Program Compliance - <a href="https://simbli.eboardsolutions.com/SU/iJVCLHplush0emC5ahdOQgZGg==">https://simbli.eboardsolutions.com/SU/iJVCLHplush0emC5ahdOQgZGg==</a>
3580	District Records - <a href="https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplushm0g==">https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplushm0g==</a>
3580	District Records - <a href="https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==">https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==</a>
4112.4	Health Examinations - <a href="https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplushYhAUA==">https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplushYhAUA==</a>
4212	Appointment And Conditions Of Employment - <a href="https://simbli.eboardsolutions.com/SU/NpFplushESCyvrT6FLrecoxYA==">https://simbli.eboardsolutions.com/SU/NpFplushESCyvrT6FLrecoxYA==</a>
4212.4	Health Examinations - <a href="https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgplusOA==">https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgplusOA==</a>
4231	Staff Development - <a href="https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==">https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==</a>
4312.4	Health Examinations - <a href="https://simbli.eboardsolutions.com/SU/n2s4CeODPdaplushBzy0QkOCSw==">https://simbli.eboardsolutions.com/SU/n2s4CeODPdaplushBzy0QkOCSw==</a>
4331	Staff Development - <a href="https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxfEw==">https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxfEw==</a>
5030	Student Wellness - <a href="https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplushS6lm9g==">https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplushS6lm9g==</a>
5145.6	Parental Notifications - <a href="https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==">https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==</a>
5145.6-E PDF(1)	Parental Notifications - <a href="https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspow==">https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspow==</a>
5145.6-E PDF(2)	Parental Notifications - <a href="https://simbli.eboardsolutions.com/SU/erp6x2bBEnAl5slshRCslsh9H4Q==">https://simbli.eboardsolutions.com/SU/erp6x2bBEnAl5slshRCslsh9H4Q==</a>

**Policy 3553: Free And Reduced Price Meals**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2016 | **Last Revised Date:** ~~03/06/2018~~ 2022 | **Last Reviewed Date:** ~~03/06/2018~~ 2022

CSBA NOTE: In addition to the requirement, pursuant to Education Code 49550 requires, that all districts to provide at least one nutritionally adequate meal during each school day to needy students, as defined in Education Code 49552 as those who meet federal eligibility criteria for, commencing June 1, 2022, all districts are required pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), to provide a free, nutritionally adequate breakfast and lunch each school day, to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility. To be eligible for state reimbursement for provision of meals, under Education Code 49501.5, a district must participate in the National School Lunch and/or School Breakfast Programs. Consequently, the federal rules and regulations governing those programs are applicable to districts that may want to seek state reimbursement for the cost of meals required pursuant to Education Code 49501.5.

Pursuant to 42 USC 1758 and 1773, districts that participate in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) may receive a higher reimbursement rate for free and reduced-price meals than that provided for meals for noneligible students. In addition, state funding may be available through the State Meal Breakfast and Lunch Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for available state and federal funds.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548. In order to receive a waiver, the district is required to submit a waiver request no later than 60 days before the last regular meeting of the SBE before the start of the summer school session for which the waiver is sought. Funding to support the provision of summer school meals is available through the Seamless Summer Feeding Option and/or Summer Food Service Program (Education Code 49547.5; 42 USC 1761); see BP/AR 3552 - Summer Meal Program.

Student eligibility for free and reduced-price meals serves as the basis for identifying students as low income for a variety of purposes, including, but not limited to, state allocations of supplemental and concentration funding within the local control funding formula. Districts must use such funding to increase or improve services for low-income students and other populations of "unduplicated students" (see BP/AR 3100 - Budget) and must establish goals and specific actions for low-income students in the local control and accountability plan (see BP/AR 0460 - Local Control and Accountability Plan).

The following policy is **mandated** for any district that authorizes employee access to students' free and reduced-price meal eligibility information for the disaggregation of academic achievement data and other specified purposes; see section "Confidentiality/Release of Records" below.

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students ~~from low-income families~~ in the district's food service program.

~~The~~ Each school day, the district shall provide ~~at least one, free of charge, a~~ nutritionally adequate meal ~~each school day, free of charge or at a reduced price,~~ breakfast and lunch for students whose families ~~meet federal eligibility criteria.~~ any student who requests a meal. (Education Code ~~49550, 49552~~ 49501.5)

~~CSBA NOTE: Pursuant to 42 USC 1759a, eligible schools may apply to receive meal reimbursements under a universal meal service provision (e.g., the Community Eligibility Provision or Provision 2), which provides breakfast and/or lunch free of charge to all students enrolled at the school. Education Code 49564, as added by SB 138 (Ch. 724, Statutes of 2017), requires any district with a "very high poverty school," defined as one that qualifies to receive the free meal rate in the Community Eligibility Provision, to apply to CDE by September 1, 2018 to operate under any federal universal meal service provision. A district may be exempted from this requirement if the Governing Board adopts a resolution stating that it is unable to comply due to fiscal hardship.~~

~~If all district schools operate under a universal meal service provision, this policy and the accompanying regulation should be revised to delete references to reduced price meals, student eligibility, and the application process.~~  
CSBA NOTE: Education Code 49564.3, as added by AB 130, requires districts with a "high poverty school," defined as a school that is eligible to operate the Community Eligibility Provision (CEP) pursuant to 42 USC 1759a, to adopt a universal meal service provision such as the CEP or Provision 2 no later than June 30, 2022.

To provide optimal nutrition and ~~reduce the administrative burden of food service operations~~ ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to ~~provide breakfast and/or lunch free of charge to all students at the school under a federally funded~~ operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

~~If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district~~ The Superintendent or designee shall ~~apply~~ submit an application to operate a federal universal meal provision to the California Department of Education (CDE) ~~to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years.~~ on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564; 42 USC 1759a).3)

~~CSBA NOTE: In order to be reimbursed for~~ the California Universal Meal Program established pursuant to Education Code 49501.5, as added by AB 130, or for free and reduced-price meals under the federal National School Lunch or School Breakfast Program, a school must meet ~~federal~~ state and/or ~~state~~ federal nutritional guidelines in ~~7 CFR 210.10 and 220.8 and Education Code 49430 and 49430.7 and 7 CFR 210.10 and 220.8~~, as described in AR 3550 - Food Service/Child Nutrition Program.

The Superintendent or designee shall ensure that meals ~~provided through the free and reduced price meals~~ served under the school nutrition program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

~~CSBA NOTE: The federally funded Special Milk Program (42 USC 1772; 7 CFR 215.1, 215.7) assists in providing milk to students at reasonable prices in schools that do not participate in the National School Lunch or Breakfast Program or Summer Food Service Program. Participating districts may, at their discretion, choose to provide milk at no charge to students who qualify for free and reduced price meals. The following optional paragraph is for use by districts that choose to provide free milk to eligible students.~~  
CSBA NOTE: Education Code 49557 requires the district to develop a plan ensuring that students eligible to receive free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

~~Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced price meals.~~

CSBA NOTE: Education Code 49557 requires the district to develop a plan ensuring that students receiving free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

The Board shall approve, and shall submit to the CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students—~~(and that meets other requirements specified in Education Code 49557).~~

### Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released ~~disclosed~~ except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

CSBA NOTE: The remainder of this section should be revised to reflect the purposes for sharing free and reduced-price eligibility information that are authorized by the Board. Districts wishing to use free and reduced-price meal records for the following purposes are mandated by Education Code 49558 to adopt a policy authorizing employee access. See the accompanying administrative regulation for additional requirements applicable to districts that authorize such access.

The Board authorizes designated employees to use ~~individual~~ records pertaining to ~~student~~ an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

CSBA NOTE: Education Code 49558 allows districts to use the name and eligibility status of students participating in the free and reduced-price meal program to identify students eligible for school choice and supplemental educational services (SES) in Title I schools identified for program improvement. However, the Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 6316 which had required the provision of student transfers and SES.

Although Education Code 49558 has not yet been amended to reflect the repeal of 20 USC 6316, CSBA believes that the use of free and reduced-price eligibility data would be necessary to implement Title I, Part A of the Elementary and Secondary Education Act, which provides financial assistance to meet the needs of students from low-income families, as well as other federal programs. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

CSBA NOTE: ~~According to CDE In its~~ Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit 02-2018, CDE clarified that designated school officials authorized to administer the sharing of free and reduced-price meal application information to other districts/schools for program may share the purpose of determining students' eligibility. The district may provide only the student's name and eligibility status unless of a student with other school officials within the district for purposes not directly related to the applicant consents free and reduced-price meal program, such as to facilitate the sharing of additional information. provision of educational services and support to students who participate in the free and reduced-price meal program on a targeted basis rather than on a schoolwide or districtwide basis, in accordance with the local control accountability plan.

3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

CSBA NOTE: According to CDE's Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit the sharing of free and reduced-price meal application information to other districts/schools for the purpose of determining student eligibility. For this purpose, the district may provide only a student's name and eligibility status unless the applicant consents to the sharing of additional information.

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist ~~in the continuation of the student's meal benefits.~~ that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the ~~local control funding formula~~ LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. ~~He/she~~ The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691  
All rights reserved.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs

Ed. Code 49500-49505

[Ed. Code 49501.5](#)

Ed. Code 49510-49520

Ed. Code 49530-49536

Ed. Code 49547-49548.3

Ed. Code 49550-49564.5

[Ed. Code 49564.3](#)

**Federal**

20 USC 1232g

20 USC 6301-6576

42 USC 1751-1769j

42 USC 1771-1791

42 USC 1773

7 CFR 210.1-210.31

7 CFR 220.10-220.21

7 CFR 245.1-245.13

**Management Resources**

California Department of Education  
Publication

CSBA Publication

CSBA Publication

U.S. Department of Agriculture  
Publication

U.S. Department of Agriculture  
Publication

Website

Website

Website

Website

Website

School meals

[California Universal Meals Program](#)

Nutrition

Child Nutrition Act

Comprehensive nutrition services

Meals for needy students

[High-poverty schools; universal meal service](#)

**Description**

Family Educational Rights and Privacy Act (FERPA) of 1974

Title I Improving the Academic Achievement of the  
Disadvantaged

School Lunch Program

Child nutrition

School Breakfast Program

National School Lunch Program

National School Breakfast Program

Eligibility for free and reduced-price meals and free milk

**Description**

~~Direct Certification Implementation Checklist Free and  
Reduced-Price Meals: January 2018~~ [Clarification on the  
Sharing of Individual Student Eligibility Information for Local  
Control and Accountability Plan Purposes, Management  
Bulletin SNP-02-2018, May 2018](#)

Student Wellness: A Healthy Food and Physical Activity  
Policy Resource Guide, 2012

Monitoring for Success: A Guide for Assessing and  
Strengthening Student Wellness Policies, [rev.](#) 2012

Eligibility Manual for School Meals: Determining and  
Verifying Eligibility, July ~~2015~~ [2017](#)

Provision 2 Guidance: National School Lunch and School  
Breakfast Programs, Summer 2002

U.S. Department of Agriculture, Food and Nutrition  
Services [Service](#)

[Nourish](#) California ~~Food Policy Advocates~~

California Project LEAN (Leaders Encouraging Activity and  
Nutrition)

California Department of Education, Nutrition Services  
Division

CSBA

**Cross References**

<b>Code</b>	<b>Description</b>
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-PDF(1)	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
<del>5141.22</del>	<del>Infectious Diseases</del>
<del>5141.22</del>	<del>Infectious Diseases</del>

5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E-PDF(1)	Parental Notifications
<del>5145.71</del>	<del>Title IX Sexual Harassment Complaint Procedures</del>
<del>5145.71 E-PDF(1)</del>	<del>Title IX Sexual Harassment Complaint Procedures</del>
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
<del>6164.5</del>	<del>Student Success Teams</del>
<del>6164.5</del>	<del>Student Success Teams</del>
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E.(1)	Education For Homeless Children
6173-E.(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs



**Policy 3553: Free And Reduced Price Meals**

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Reviewed Date:** 05/09/2019

The Board of Education recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

The Board shall approve, and shall submit to the CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

**Confidentiality/Release of Records**

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data
2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency

that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

---

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

	<b>Description</b>
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service

**Federal References**

	<b>Description</b>
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

**Management Resources References**

	<b>Description</b>
California Department of Education Publication	Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012

U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
U.S. Dept of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017
Website	U.S. Department of Agriculture, Food and Nutrition Service - <a href="https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==">https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==</a>
Website	Nourish California - <a href="https://simbli.eboardsolutions.com/SU/5GeuVdU7HE4aLG3NFy4PTg==">https://simbli.eboardsolutions.com/SU/5GeuVdU7HE4aLG3NFy4PTg==</a>
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition) - <a href="https://simbli.eboardsolutions.com/SU/lzuCbbhn3rBrfeZTSNnVCw==">https://simbli.eboardsolutions.com/SU/lzuCbbhn3rBrfeZTSNnVCw==</a>
Website	California Department of Education, Nutrition Services Division - <a href="https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==">https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==</a>
Website	CSBA - <a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==</a>

**Cross References**

**Description**

0200	Goals For The School District - <a href="https://simbli.eboardsolutions.com/SU/VlhlshSaGqXuTsCMKpG2plusbSQ==">https://simbli.eboardsolutions.com/SU/VlhlshSaGqXuTsCMKpG2plusbSQ==</a>
0410	Nondiscrimination In District Programs And Activities - <a href="https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==">https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==</a>
0460	Local Control And Accountability Plan - <a href="https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==">https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==</a>
0460	Local Control And Accountability Plan - <a href="https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==">https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==</a>
0470	COVID-19 Mitigation Plan - <a href="https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==">https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==</a>
1340	Access To District Records - <a href="https://simbli.eboardsolutions.com/SU/cXGxpZRquYld0nKebslshBk4Q==">https://simbli.eboardsolutions.com/SU/cXGxpZRquYld0nKebslshBk4Q==</a>
1340	Access To District Records - <a href="https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==">https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==</a>
1400	Relations Between Other Governmental Agencies And The Schools - <a href="https://simbli.eboardsolutions.com/SU/zP9eNCslshhcPcKRevWt0R0w==">https://simbli.eboardsolutions.com/SU/zP9eNCslshhcPcKRevWt0R0w==</a>
3100	Budget - <a href="https://simbli.eboardsolutions.com/SU/aC8PPargljlhplushObjfp2g==">https://simbli.eboardsolutions.com/SU/aC8PPargljlhplushObjfp2g==</a>
3100	Budget - <a href="https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==">https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==</a>
3250	Transportation Fees - <a href="https://simbli.eboardsolutions.com/SU/bLXMuzRAKegBslshx6RA0zCCA==">https://simbli.eboardsolutions.com/SU/bLXMuzRAKegBslshx6RA0zCCA==</a>
3250	Transportation Fees - <a href="https://simbli.eboardsolutions.com/SU/GAdTfvpzgmFFNi3s6pYKg==">https://simbli.eboardsolutions.com/SU/GAdTfvpzgmFFNi3s6pYKg==</a>
3260	Fees And Charges - <a href="https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==">https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==</a>
3260	Fees And Charges - <a href="https://simbli.eboardsolutions.com/SU/GfUJ9DGdlfWd1d1YKcqBTg==">https://simbli.eboardsolutions.com/SU/GfUJ9DGdlfWd1d1YKcqBTg==</a>
3550	Food Service/Child Nutrition Program - <a href="https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9Lal1w==">https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9Lal1w==</a>
3550	Food Service/Child Nutrition Program - <a href="https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2gJqdyg==">https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2gJqdyg==</a>
3551	Food Service Operations/Cafeteria Fund - <a href="https://simbli.eboardsolutions.com/SU/fslshTOZSOCJYAeewHFRcBZQ==">https://simbli.eboardsolutions.com/SU/fslshTOZSOCJYAeewHFRcBZQ==</a>
3551	Food Service Operations/Cafeteria Fund - <a href="https://simbli.eboardsolutions.com/SU/yYuRz0EALXR0Dv3bnSl2ow==">https://simbli.eboardsolutions.com/SU/yYuRz0EALXR0Dv3bnSl2ow==</a>

3552 Summer Meal Program -  
<https://simbli.eboardsolutions.com/SU/IAJDgoYIIDjrGK0VsaITUA==>

3552 Summer Meal Program -  
<https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==>

3554 Other Food Sales -  
<https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNeRTpX9plusfQ==>

3554 Other Food Sales -  
<https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapbIBHwg==>

3555 Nutrition Program Compliance -  
<https://simbli.eboardsolutions.com/SU/K9wplushe5VN60RaocpQLIEsg==>

3555-E PDF(1) Nutrition Program Compliance -  
<https://simbli.eboardsolutions.com/SU/iJVCLHplusd0emC5ahdOQgZGg==>

4119.23 Unauthorized Release Of Confidential/Privileged Information -  
<https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==>

4219.23 Unauthorized Release Of Confidential/Privileged Information -  
<https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==>

4319.23 Unauthorized Release Of Confidential/Privileged Information -  
<https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==>

5030 Student Wellness -  
<https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==>

5117 Interdistrict Attendance -  
<https://simbli.eboardsolutions.com/SU/SjGkplplus4Jvmy3IFHQE2HY7g==>

5117 Interdistrict Attendance -  
<https://simbli.eboardsolutions.com/SU/8kslbpS7OxQBTiX2Y03LGA==>

5125 Student Records -  
<https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==>

5125 Student Records -  
<https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==>

5141.6 School Health Services -  
<https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==>

5141.6 School Health Services -  
<https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==>

5145.3 Nondiscrimination/Harassment -  
<https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==>

5145.3 Nondiscrimination/Harassment -  
<https://simbli.eboardsolutions.com/SU/FbJpk8FkpfZ33slshptQILjHg==>

5145.6 Parental Notifications -  
<https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==>

5145.6-E PDF(1) Parental Notifications -  
<https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspow==>

5145.6-E PDF(2) Parental Notifications -  
<https://simbli.eboardsolutions.com/SU/erp6x2bBEAI5slshRCslsh9H4Q==>

5148 Child Care And Development -  
<https://simbli.eboardsolutions.com/SU/VWiUZgh4RGGeEslshVkslsh8VR1g==>

5148 Child Care And Development -  
<https://simbli.eboardsolutions.com/SU/Cvhn2qSYRIRLP3bxx2fsjQ==>

5148.2 Before/After School Programs -  
<https://simbli.eboardsolutions.com/SU/2cqTtpUvXHvI5iD86bHdmQ==>

5148.2 Before/After School Programs -  
<https://simbli.eboardsolutions.com/SU/E7zpla8aAx3HUsedHjAUww==>

6162.51 State Academic Achievement Tests -  
<https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTIZzpfmXIKeg==>

6162.51 State Academic Achievement Tests -  
<https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==>

6171 Title I Programs -  
<https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==>

6171 Title I Programs -  
<https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmldwAg==>

6173 Education For Homeless Children -  
<https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==>

6173 Education For Homeless Children -  
<https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==>

6173-E PDF(1) Education For Homeless Children -  
<https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgFTA==>

6173-E PDF(2) Education For Homeless Children -  
<https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dlIGQ==>

6173.1 Education For Foster Youth -  
<https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==>

6173.1 Education For Foster Youth -  
<https://simbli.eboardsolutions.com/SU/bK2RpukVayuly7msl23xyw==>

6175 Migrant Education Program -  
<https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==>

6175 Migrant Education Program -  
<https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTviayIIA==>

6176 Weekend/Saturday Classes -  
<https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DlzGDlaaMaw==>

6177 Summer Learning Programs -  
<https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==>

**Regulation 3553: Free And Reduced Price Meals**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2016 | **Last Revised Date:** ~~03/06/01/2018~~ 2022 | **Last ed Date:**  
**Review**  
~~03/06/01/2018~~ 2022

CSBA NOTE: In addition to the requirement pursuant to Education Code 49550 requires, that all districts to provide at least one nutritionally adequate meal during each school day to low-income ~~needy~~ students, as defined in Education Code 49552 as those who meet federal eligibility criteria for, commencing June 1, 2022, all districts are required pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), to provide a free, nutritionally adequate breakfast and lunch each school day to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility. To be eligible for state reimbursement for provision of meals, under Education Code 49501.5, a district must participate in the National School Lunch and/or School Breakfast Programs.

Consequently, the federal rules and regulations governing those programs are applicable to districts that may want to seek state reimbursement for the cost of meals required pursuant to Education Code 49501.5.

The following administrative regulation is for use by all districts, regardless of whether they receive reimbursement for free and reduced-price meals through the National School Lunch and/or Breakfast Program (42 USC 1751-1769i, 1773) and/or the State Meal Program (Education Code 49490-49494).

**Applications**

CSBA NOTE: The California Department of Education's (CDE) ~~Management Bulletin USDA SNP 07-2010~~, "Universal Meals Program Questions and Answers," clarifies that ~~it is districts participating in the responsibility of the district National School Lunch and/or Breakfast Program must continue to ensure that collect meal applications, as meal counts for reimbursement purposes need to be claimed in accordance with the amount of free and, reduced-price, and paid meals and free milk meet the requirements of law. Model application forms are available from the CDE in several formats and in both English and Spanish.~~ served.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

CSBA NOTE: The following paragraph is optional. In addition to the paper application form described above, Education Code 49557 authorizes districts to ~~make the application for free or reduced-price meals available online, provided~~

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

CSBA NOTE: According to the U.S. Department of Agriculture's [\(USDA\), "Eligibility Manual for School Meals: Determining and Verifying Eligibility,"](#) households enrolling a new student after the start of the school year must also be provided an application and related materials.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

## Eligibility

CSBA NOTE: Districts are responsible for determining students' eligibility for free and reduced-price meals in accordance with criteria established by CDE consistent with 42 USC 1758 and 1773 and 7 CFR

245.3. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on CDE's web site.

Pursuant to 42 USC 1769c, a district that has demonstrated a high level of, or a high risk for administrative error may be required to implement a second level

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

CSBA NOTE: In accordance with law, participants in certain state and federal programs are deemed to have met the income eligibility requirements of the free and reduced-price meal program and therefore may be directly certified as eligible without further action or additional application. For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data.

Pursuant to 42 USC 1758 and 7 CFR 245.6, districts must directly certify for enrollment in the free and reduced-price meal program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 and 7 CFR 245.6 also authorize, but do not require, districts to directly certify any student who is homeless, migratory, a foster youth, or enrolled in a Head Start program. Education Code 49562, ~~as amended by SB 138 (Ch. 724, Statutes of 2017)~~, also requires districts to use participation data in the Medi-Cal program to directly certify students as eligible for free and reduced-price meals, beginning with participation data from the 2017-18 school year as provided by CDE.

Further information about direct certification and eligibility is available in the USDA's ["Eligibility Guidance for School Meals Manual."](#)

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4). Districts participating in these alternative processes should revise the following section to reflect district practice.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified <sup>13.4</sup>

when

authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

### Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

~~If any household is to receive a reduction or termination of benefits~~ If as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. ~~He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided~~ At least 10 days prior to the actual reduction or termination of benefits, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

### Confidentiality/Release of Records

CSBA NOTE: The following section is for use by districts that have adopted a policy, pursuant to Education Code 49558, allowing designated district employees to use individual student records compiled in the administration of the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576. See the accompanying Board policy. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

It is recommended that the district designate by name or job title the employee(s) authorized to use records for these purposes. Districts should identify the specific title(s) of the designated employee(s) in the space provided below, such as Title I Coordinator.

The Superintendent designates the following district employee(s) to ~~use~~ disclose a student's name and eligibility status from individual meal records ~~pertaining to student participation in the free and reduced-price meal program~~ only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 13.4  
Page 113 of 113

(title or position)

In ~~using the~~ permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.
3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

### **Nondiscrimination Plan**

~~The district's plan for students receiving~~

CSBA NOTE: Pursuant to Education Code 49557, even with the establishment of the universal meal program, the legal obligation under federal law to

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals ~~or for milk~~.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals ~~or milk~~ at a different time.

~~When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7-CFR 245.8)~~

### **Prices**

~~CSBA NOTE: The following section is for use by districts that provide reduced-price meals to students through the National School Lunch and/or Breakfast Program pursuant to 42-USC 1758 and 1773.~~

~~The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42-USC 1758, 1773)~~



---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State**

5 CCR 15510

**Description**

Mandatory meals for needy students

5 CCR 15530-15535

Nutrition education

5 CCR 15550-15565

School lunch and breakfast programs

Ed. Code 48980

Parent/Guardian notifications

Ed. Code 49430-49434

Pupil Nutrition, Health, and Achievement Act of 2001

Ed. Code 49490-49494

School breakfast and lunch programs

Ed. Code 49500-49505

School meals

[Ed. Code 49501.5](#)

[California Universal Meals Program](#)

Ed. Code 49510-49520

Nutrition

Ed. Code 49530-49536

Child Nutrition Act

Ed. Code 49547-49548.3

Comprehensive nutrition services

Ed. Code 49550-49564.5

Meals for needy students

**Federal**

20 USC 1232g

**Description**

Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 6301-6576

Title I Improving the Academic Achievement of the Disadvantaged

42 USC 1751-1769j

School Lunch Program

42 USC 1771-1791

Child nutrition

42 USC 1773

School Breakfast Program

7 CFR 210.1-210.31

National School Lunch Program

7 CFR 220.10-220.21

National School Breakfast Program

7 CFR 245.1-245.13

Eligibility for free and reduced-price meals and free milk

**Management Resources**

California Department of Education  
Publication

**Description**

~~Direct Certification Implementation Checklist Free and  
Reduced-Price Meals: January 2018~~

CSBA Publication

Student Wellness: A Healthy Food and Physical Activity  
Policy Resource Guide, 2012

CSBA Publication

Monitoring for Success: A Guide for Assessing and  
Strengthening Student Wellness Policies, [rev.](#) 2012

U.S. Department of Agriculture  
Publication

Eligibility Manual for School Meals: Determining and  
Verifying Eligibility, July ~~2015~~ [2017](#)

U.S. Department of Agriculture  
Publication

Provision 2 Guidance: National School Lunch and School  
Breakfast Programs, Summer 2002

Website	U.S. Department of Agriculture, Food and Nutrition Services <a href="#">Service</a>
Website	<a href="#">Nourish</a> California Food Policy Advocates
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, Nutrition Services Division
Website	CSBA

## Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E (1)	Nutrition Program Compliance

4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
<del>5141.22</del>	<del>Infectious Diseases</del>
<del>5141.22</del>	<del>Infectious Diseases</del>
5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E (1)	Parental Notifications
<del>5145.71</del>	<del>Title IX Sexual Harassment Complaint Procedures</del>
<del>5145.71 E PDF(1)</del>	<del>Title IX Sexual Harassment Complaint Procedures</del>
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
<del>6164.5</del>	<del>Student Success Teams</del>
<del>6164.5</del>	<del>Student Success Teams</del>
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E (1)	Education For Homeless Children
6173-E (2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth

6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

**Regulation 3553: Free And Reduced Price Meals**

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Reviewed Date:** 05/09/2019

### **Applications**

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

### **Eligibility**

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

### **Verification of Eligibility**

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

**Confidentiality/Release of Records**

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

-----  
 (title or position)

In using the records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.
3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

**Nondiscrimination Plan**

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

**Prices**

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

---

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the

policy.

**State References**

5 CCR 15510  
5 CCR 15530-15535  
5 CCR 15550-15565  
Ed. Code 48980  
Ed. Code 49430-49434  
Ed. Code 49490-49494  
Ed. Code 49500-49505  
Ed. Code 49501.5  
Ed. Code 49510-49520  
Ed. Code 49530-49536  
Ed. Code 49547-49548.3  
Ed. Code 49550-49564.5  
Ed. Code 49564.3

**Federal References**

20 USC 1232g  
20 USC 6301-6576  
42 USC 1751-1769j  
42 USC 1771-1791  
42 USC 1773  
7 CFR 210.1-210.31  
7 CFR 220.10-220.21  
7 CFR 245.1-245.13

**Management Resources References**

California Department of Education Publication  
  
CSBA Publication  
  
CSBA Publication  
  
U.S. Department of Agriculture Publication  
  
U.S. Dept of Agriculture Publication  
  
Website  
  
Website  
  
Website  
  
Website

**Description**

Mandatory meals for needy students  
Nutrition education  
School lunch and breakfast programs  
Parent/Guardian notifications  
Pupil Nutrition, Health, and Achievement Act of 2001  
School breakfast and lunch programs  
School meals  
California Universal Meals Program  
Nutrition  
Child Nutrition Act  
Comprehensive nutrition services  
Meals for needy students  
High-poverty schools; universal meal service

**Description**

Family Educational Rights and Privacy Act (FERPA) of 1974  
Title I Improving the Academic Achievement of the Disadvantaged  
School Lunch Program  
Child nutrition  
School Breakfast Program  
National School Lunch Program  
National School Breakfast Program  
Eligibility for free and reduced-price meals and free milk

**Description**

Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018  
  
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012  
  
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012  
  
Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002  
  
Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017  
  
U.S. Department of Agriculture, Food and Nutrition Service - <https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==>  
  
Nourish California - <https://simbli.eboardsolutions.com/SU/5GeuVdU7HE4aLG3NFy4PTg==>  
  
California Project LEAN (Leaders Encouraging Activity and Nutrition) - <https://simbli.eboardsolutions.com/SU/lzuCbbhn3rBrfeZTSNnVCw==>  
  
California Department of Education, Nutrition Services Division - <https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==>

Website CSBA - <https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

**Cross References**

	<b>Description</b>
0200	Goals For The School District - <a href="https://simbli.eboardsolutions.com/SU/VlhslshSaGqXuTsCMKpG2plusbSQ==">https://simbli.eboardsolutions.com/SU/VlhslshSaGqXuTsCMKpG2plusbSQ==</a>
0410	Nondiscrimination In District Programs And Activities - <a href="https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==">https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==</a>
0460	Local Control And Accountability Plan - <a href="https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==">https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==</a>
0460	Local Control And Accountability Plan - <a href="https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==">https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==</a>
0470	COVID-19 Mitigation Plan - <a href="https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==">https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==</a>
1340	Access To District Records - <a href="https://simbli.eboardsolutions.com/SU/cXGxpZRquYld0nKebslshBk4Q==">https://simbli.eboardsolutions.com/SU/cXGxpZRquYld0nKebslshBk4Q==</a>
1340	Access To District Records - <a href="https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==">https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==</a>
1400	Relations Between Other Governmental Agencies And The Schools - <a href="https://simbli.eboardsolutions.com/SU/zP9eNCslshhcPcKReyWtOR0w==">https://simbli.eboardsolutions.com/SU/zP9eNCslshhcPcKReyWtOR0w==</a>
3100	Budget - <a href="https://simbli.eboardsolutions.com/SU/aC8PPargljlhplusnObjfp2g==">https://simbli.eboardsolutions.com/SU/aC8PPargljlhplusnObjfp2g==</a>
3100	Budget - <a href="https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==">https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==</a>
3250	Transportation Fees - <a href="https://simbli.eboardsolutions.com/SU/bLXMuzRAKegBslshx6RA0zCCA==">https://simbli.eboardsolutions.com/SU/bLXMuzRAKegBslshx6RA0zCCA==</a>
3250	Transportation Fees - <a href="https://simbli.eboardsolutions.com/SU/GAdTfvpzgmFFNi3s6pYKg==">https://simbli.eboardsolutions.com/SU/GAdTfvpzgmFFNi3s6pYKg==</a>
3260	Fees And Charges - <a href="https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==">https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==</a>
3260	Fees And Charges - <a href="https://simbli.eboardsolutions.com/SU/GfUJ9DGdlfWd1d1YKcqBTg==">https://simbli.eboardsolutions.com/SU/GfUJ9DGdlfWd1d1YKcqBTg==</a>
3550	Food Service/Child Nutrition Program - <a href="https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9La1w==">https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9La1w==</a>
3550	Food Service/Child Nutrition Program - <a href="https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2glJqdyg==">https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2glJqdyg==</a>
3551	Food Service Operations/Cafeteria Fund - <a href="https://simbli.eboardsolutions.com/SU/fslshTOZSOCJYAeecwHFRcBZQ==">https://simbli.eboardsolutions.com/SU/fslshTOZSOCJYAeecwHFRcBZQ==</a>
3551	Food Service Operations/Cafeteria Fund - <a href="https://simbli.eboardsolutions.com/SU/yYuRz0EALXR0Dv3bnSl2ow==">https://simbli.eboardsolutions.com/SU/yYuRz0EALXR0Dv3bnSl2ow==</a>
3552	Summer Meal Program - <a href="https://simbli.eboardsolutions.com/SU/IAJDgoYIIDjrGK0V saiTUA==">https://simbli.eboardsolutions.com/SU/IAJDgoYIIDjrGK0V saiTUA==</a>
3552	Summer Meal Program - <a href="https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==">https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==</a>
3554	Other Food Sales - <a href="https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNERTpX9plusfQ==">https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNERTpX9plusfQ==</a>
3554	Other Food Sales - <a href="https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapllIBHwg==">https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapllIBHwg==</a>
3555	Nutrition Program Compliance - <a href="https://simbli.eboardsolutions.com/SU/K9wplushe5VN60RaocpQLIEsg==">https://simbli.eboardsolutions.com/SU/K9wplushe5VN60RaocpQLIEsg==</a>
3555-E PDF(1)	Nutrition Program Compliance - <a href="https://simbli.eboardsolutions.com/SU/iJVCLHplusd0emC5ahdOOqZGg==">https://simbli.eboardsolutions.com/SU/iJVCLHplusd0emC5ahdOOqZGg==</a>

- 4119.23 Unauthorized Release Of Confidential/Privileged Information -  
<https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==>
- 4219.23 Unauthorized Release Of Confidential/Privileged Information -  
<https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==>
- 4319.23 Unauthorized Release Of Confidential/Privileged Information -  
<https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==>
- 5030 Student Wellness -  
<https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==>
- 5117 Interdistrict Attendance -  
<https://simbli.eboardsolutions.com/SU/SjGkplusplus4Jvmy3IFHQE2HY7g==>
- 5117 Interdistrict Attendance -  
<https://simbli.eboardsolutions.com/SU/8kslbpS7OxQBTIX2Y03LGA==>
- 5125 Student Records -  
<https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==>
- 5125 Student Records -  
<https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==>
- 5141.6 School Health Services -  
<https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==>
- 5141.6 School Health Services -  
<https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==>
- 5145.3 Nondiscrimination/Harassment -  
<https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==>
- 5145.3 Nondiscrimination/Harassment -  
<https://simbli.eboardsolutions.com/SU/FbJpk8FkpfZ33slshptQLjHg==>
- 5145.6 Parental Notifications -  
<https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==>
- 5145.6-E PDF(1) Parental Notifications -  
<https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspow==>
- 5145.6-E PDF(2) Parental Notifications -  
<https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslsh9H4Q==>
- 5148 Child Care And Development -  
<https://simbli.eboardsolutions.com/SU/VWwIUZgh4RGGeEslshVkslsh8VR1g==>
- 5148 Child Care And Development -  
<https://simbli.eboardsolutions.com/SU/Cvhn2qSYRIRLP3bxx2fsjQ==>
- 5148.2 Before/After School Programs -  
<https://simbli.eboardsolutions.com/SU/2cqTtpUvXHvI5iD86bHdmQ==>
- 5148.2 Before/After School Programs -  
<https://simbli.eboardsolutions.com/SU/E7zpla8aAx3HUshedHjAUww==>
- 6162.51 State Academic Achievement Tests -  
<https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTIZzpfmXIKeg==>
- 6162.51 State Academic Achievement Tests -  
<https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==>
- 6171 Title I Programs -  
<https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==>
- 6171 Title I Programs -  
<https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmldwAg==>
- 6173 Education For Homeless Children -  
<https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==>
- 6173 Education For Homeless Children -  
<https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==>

6173-E PDF(1)	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==">https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==</a>
6173-E PDF(2)	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dIlGQ==">https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dIlGQ==</a>
6173.1	Education For Foster Youth - <a href="https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==">https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==</a>
6173.1	Education For Foster Youth - <a href="https://simbli.eboardsolutions.com/SU/bK2RpukVayuly7msl23xyw==">https://simbli.eboardsolutions.com/SU/bK2RpukVayuly7msl23xyw==</a>
6175	Migrant Education Program - <a href="https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==">https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==</a>
6175	Migrant Education Program - <a href="https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViayIIA==">https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViayIIA==</a>
6176	Weekend/Saturday Classes - <a href="https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DlzGDlaaMaw==">https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DlzGDlaaMaw==</a>
6177	Summer Learning Programs - <a href="https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==">https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==</a>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** GASB 75 STATEMENT AND OPEB REPORT FOR FISCAL YEAR 2021-22

---

**BACKGROUND INFORMATION:**

Governing Accounting Standards Board (GASB) Statement 75 requires that districts determine the post employment benefits obligations every year. The GASB Actuarial Valuation Report summarizes the San Ysidro School District's Other Post Employment Benefit (OPEB) for the fiscal year ending June 30, 2022 (measured at June 30, 2021). Nyhart prepared this report to meet employer financial accounting requirements under Governmental Accounting Standards Board (GASB) Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions). To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75.

**RECOMMENDATION:**

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

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

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

Yes     No

Requisition #

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No



# **GASB 75 ACTUARIAL VALUATION**

## **Fiscal Year Ending June 30, 2022**

# **SAN YSIDRO SCHOOL DISTRICT**

### **CONTACT**

**Sandy DeKalb ASA, EA, MAAA**  
sandy.dekalb@nyhart.com

### **PHONE**

General (619) 239-0831

# Table of Contents

---

	<b>Page</b>
Certification	1
Executive Summary	3
GASB Disclosures	
Schedule of Changes in Net OPEB Liability and Related Ratios	5
OPEB Expense	6
Deferred Outflows / (Inflows) of Resources	7
Sensitivity Results	9
Projection of GASB Disclosures	10
Cash Flow Projections	11
Discussion of Discount Rates	12
Summary of Plan Participants	13
Substantive Plan Provisions	15
Actuarial Methods and Assumptions	17
Appendix	22
Comparison of Participant Demographic Information	23
Detailed Actuary's Notes	24
Valuation results Summary	25
Glossary	26
Decrements Exhibit	27
Retirement Rates Exhibit	28
Definitions	29

**October 31, 2022**

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

This report summarizes the GASB actuarial valuation for the San Ysidro School District 2021/22 fiscal year. To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75 (Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions). This report may not be appropriate for other purposes. Please contact Nyhart prior to disclosing this report to any other party or relying on its content for any purpose other than that explained above. Failure to do so may result in misrepresentation or misinterpretation of this report.

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

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

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

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

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

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



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

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

A handwritten signature in black ink that reads "Sandy DeKalb". The signature is written in a cursive style.

Sandy DeKalb ASA, EA, MAAA  
Actuary

A handwritten signature in black ink that reads "Cody Kocher". The signature is written in a cursive style.

Cody Kocher, ASA, MAAA  
Actuary

# Executive Summary

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### Summary of Results

Presented below is the summary of GASB 75 results for the fiscal year ending June 30, 2022 compared to the prior fiscal year as shown in the District's Notes to Financial Statement.

	As of June 30, 2021	As of June 30, 2022
<b>Total OPEB Liability</b>	\$ 18,191,841	\$ 18,578,137
<b>Actuarial Value of Assets</b>	\$ 0	\$ 0
<b>Net OPEB Liability</b>	\$ 18,191,841	\$ 18,578,137
<b>Funded Ratio</b>	0.0%	0.0%

	FY 2020/21	FY 2021/22
<b>OPEB Expense</b>	\$ 1,498,355	\$ 1,484,953
<b>Annual Employer Contributions</b>	\$ 455,913	\$ 588,470

	As of June 30, 2021	As of June 30, 2022
<b>Discount Rate</b>	2.66%	2.19%
<b>Expected Return on Assets</b>	N/A	N/A

	As of June 30, 2022
<b>Total Active Participants</b>	482
<b>Total Retiree Participants</b>	28

# Executive Summary

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### Summary of Results

Below is a breakdown of total GASB 75 liabilities allocated to past and current service compared to the prior year. The table below also provides a breakdown of the Total OPEB Liability allocated to pre- and post- Medicare eligibility. The liability shown below includes explicit (if any) and implicit subsidies. Refer to the Substantive Plan Provisions section for complete information on the Plan Sponsor's GASB subsidies.

Present Value of Future Benefits	As of June 30, 2021	As of June 30, 2022
Active Employees	\$ 27,252,405	\$ 33,527,174
Retired Employees	1,636,505	1,524,143
<b>Total Present Value of Future Benefits</b>	<b>\$ 28,888,910</b>	<b>\$ 35,051,317</b>

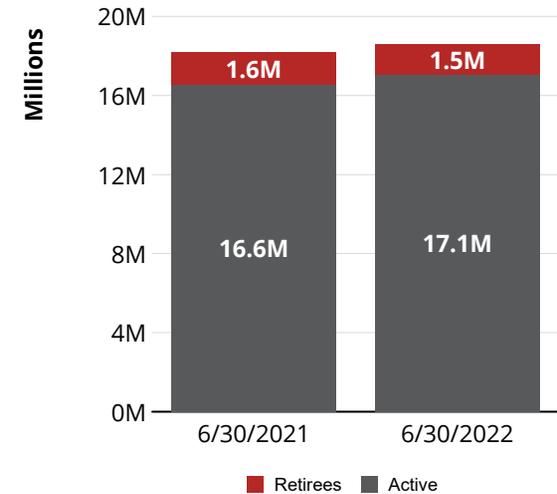
Total OPEB Liability	As of June 30, 2021	As of June 30, 2022
Active Pre-Medicare	\$ 16,555,336	\$ 17,053,994
Active Post-Medicare	0	0
Active Liability	\$ 16,555,336	\$ 17,053,994

Retiree Pre-Medicare	\$ 1,636,505	\$ 1,524,143
Retiree Post-Medicare	0	0
Retiree Liability	\$ 1,636,505	\$ 1,524,143

<b>Total OPEB Liability</b>	<b>\$ 18,191,841</b>	<b>\$ 18,578,137</b>
-----------------------------	----------------------	----------------------

	As of June 30, 2021	As of June 30, 2022
Discount Rate	2.66%	2.19%

### Changes In Total OPEB Liability



**Present Value of Future Benefits (PVFB)** is the amount needed as of June 30, 2022 and June 30, 2021, to fully fund the District's retiree health care subsidies for existing and future retirees and their dependents assuming all actuarial assumptions are met.

**Total OPEB Liability** is the portion of PVFB considered to be accrued or earned as of June 30, 2022 and June 30, 2021. This amount is a required disclosure in the Required Supplementary Information section.

# GASB Disclosures

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

## Schedule of Changes in Net OPEB Liability and Related Ratios

OPEB Liability	FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18
<b>Total OPEB Liability</b>					
Total OPEB Liability - beginning of year	\$ 18,191,841	\$ 17,019,214	\$ 15,092,409	\$ 14,463,634	\$ 13,730,460
Service cost	883,281	801,272	691,833	684,496	661,989
Interest	499,623	554,220	544,221	507,697	482,353
Change of benefit terms	0	0	0	0	0
Changes in assumptions	155,411	704,854	590,377	(131,692)	0
Differences between expected and actual experience	(563,549)	(431,806)	570,501	0	0
Benefit payments	(588,470)	(455,913)	(470,127)	(431,726)	(411,168)
Net change in total OPEB liability	\$ 386,296	\$ 1,172,627	\$ 1,926,805	\$ 628,775	\$ 733,174
Total OPEB Liability - end of year	\$ 18,578,137	\$ 18,191,841	\$ 17,019,214	\$ 15,092,409	\$ 14,463,634
<b>Plan Fiduciary Net Position</b>					
Plan fiduciary net position - beginning of year	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributions - employer	588,470	455,913	470,127	431,726	411,168
Contributions - active employees	0	0	0	0	0
Net investment income	0	0	0	0	0
Benefit payments	(588,470)	(455,913)	(470,127)	(431,726)	(411,168)
Trust administrative expenses	0	0	0	0	0
Net change in plan fiduciary net position	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Plan fiduciary net position - end of year	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Net OPEB Liability - end of year</b>	<b>\$ 18,578,137</b>	<b>\$ 18,191,841</b>	<b>\$ 17,019,214</b>	<b>\$ 15,092,409</b>	<b>\$ 14,463,634</b>
Plan fiduciary net position as % of total OPEB liability	0.0%	0.0%	0.0%	0.0%	0.0%
Covered employee payroll	\$ 35,066,824	\$ 33,919,198	\$ 32,931,260	\$ 30,005,000	\$ 30,005,000
Net OPEB liability as % of covered payroll	53.0%	53.6%	51.7%	50.3%	48.2%

# GASB Disclosures

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

## OPEB Expense

OPEB Expense	FY 2021/22	FY 2020/21
Discount Rate		
Beginning of year	2.66%	3.15%
End of year	2.19%	2.66%
Service cost	\$ 883,281	\$ 801,272
Interest	499,623	554,220
Change of benefit terms	0	0
Projected earnings on OPEB plan investments	0	0
Reduction for contributions from active employees	0	0
OPEB plan administrative expenses	0	0
Current period recognition of deferred outflows / (inflows) of resources		
Differences between expected and actual experience	\$ (40,944)	\$ 15,411
Changes in assumptions	142,993	127,452
Net difference between projected and actual earnings on OPEB plan investments	0	0
Total current period recognition	\$ 102,049	\$ 142,863
Total OPEB expense	\$ 1,484,953	\$ 1,498,355

# GASB Disclosures

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### Deferred Outflows / (Inflows) of Resources

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

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

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

Differences between expected and actual experience for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2022
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ 0	N/A	\$ 0	\$ 0
June 30, 2020	\$ 570,501	9	\$ 63,389	\$ 380,334
June 30, 2021	\$ (431,806)	9	\$ (47,978)	\$ (335,850)
June 30, 2022	\$ (563,549)	10	\$ (56,355)	\$ (507,194)

Changes in assumptions for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2022
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ (131,692)	8	\$ (16,462)	\$ (65,844)
June 30, 2020	\$ 590,377	9	\$ 65,597	\$ 393,586
June 30, 2021	\$ 704,854	9	\$ 78,317	\$ 548,220
June 30, 2022	\$ 155,411	10	\$ 15,541	\$ 139,870

# GASB Disclosures

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

## Deferred Outflows / (Inflows) of Resources (Continued)

Net Difference between projected and actual earnings in OPEB plan investments for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2022
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ 0	N/A	\$ 0	\$ 0
June 30, 2020	\$ 0	N/A	\$ 0	\$ 0
June 30, 2021	\$ 0	N/A	\$ 0	\$ 0
June 30, 2022	\$ 0	N/A	\$ 0	\$ 0

As of fiscal year ending June 30, 2022	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 380,334	\$ (843,044)
Changes in assumptions	1,081,676	(65,844)
Net difference between projected and actual earnings in OPEB plan investments	N/A	N/A
Contributions subsequent to the measurement date	449,870	N/A
<b>Total</b>	<b>\$ 1,911,880</b>	<b>\$ (908,888)</b>

## Annual Amortization of Deferred Outflows / (Inflows)

The balances as of fiscal year ending June 30, 2022 of the deferred outflows / (inflows) of resources will be recognized in OPEB expense in the future fiscal years as noted below. Balances shown below do not include the recognition of any deferred outflows for contributions subsequent to the measurement date.

FYE	Balance
2023	\$ 102,049
2024	\$ 102,049
2025	\$ 102,049
2026	\$ 102,053
2027	\$ 118,511
Thereafter	\$ 26,411

\* Contributions subsequent to the measurement date are equal to expected benefit payments for FY 2022/23.

# GASB Disclosures

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### Sensitivity Results

The following presents the Net OPEB Liability as of June 30, 2022, calculated using the discount rate assumed and what it would be using a 1% higher and 1% lower discount rate.

- The current discount rate is 2.19%.
- The 1% decrease in discount rate would be 1.19%.
- The 1% increase in discount rate would be 3.19%.

As of June 30, 2022	Net OPEB Liability
1% Decrease	\$ 19,980,150
Current Discount Rate	\$ 18,578,137
1% Increase	\$ 17,225,734

The following presents the Net OPEB Liability as of June 30, 2022, using the health care trend rates assumed and what it would be using 1% higher and 1% lower health care trend rates.

- The current health care trend rate starts at an initial rate of 7.00%, decreasing to an ultimate rate of 4.50%.
- The 1% decrease in health care trend rates would assume an initial rate of 6.00%, decreasing to an ultimate rate of 3.50%.
- The 1% increase in health care trend rates would assume an initial rate of 8.00%, decreasing to an ultimate rate of 5.50%.

As of June 30, 2022	Net OPEB Liability
1% Decrease	\$ 16,452,264
Current Trend Rates	\$ 18,578,137
1% Increase	\$ 21,065,649

\* Post-65 rates are set to 6.50% decreasing by 0.25% annually to an ultimate rate of 4.50%. Trend sensitivities were applied to the baseline Post-65 trend rates as well.

# Projection of GASB Disclosures

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

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

### Expected Events

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

### Unexpected Events

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

Projection of Total OPEB Liability (TOL)	FY 2021/22	FY 2022/23
TOL as of beginning of year	\$ 18,191,841	\$ 18,578,137
Normal cost as of beginning of year	883,281	1,098,870
Exp. benefit payments during the year	(588,470)	(449,870)
Interest adjustment to end of year	499,623	426,027
Exp. TOL as of end of year	\$ 18,986,275	\$ 19,653,164
Actuarial Loss / (Gain)	(408,138)	TBD
<b>Actual TOL as of end of year</b>	<b>\$ 18,578,137</b>	<b>\$ TBD</b>

Discount rate as of beginning of year	2.66%	2.19%
Discount rate as of end of year	2.19%	TBD

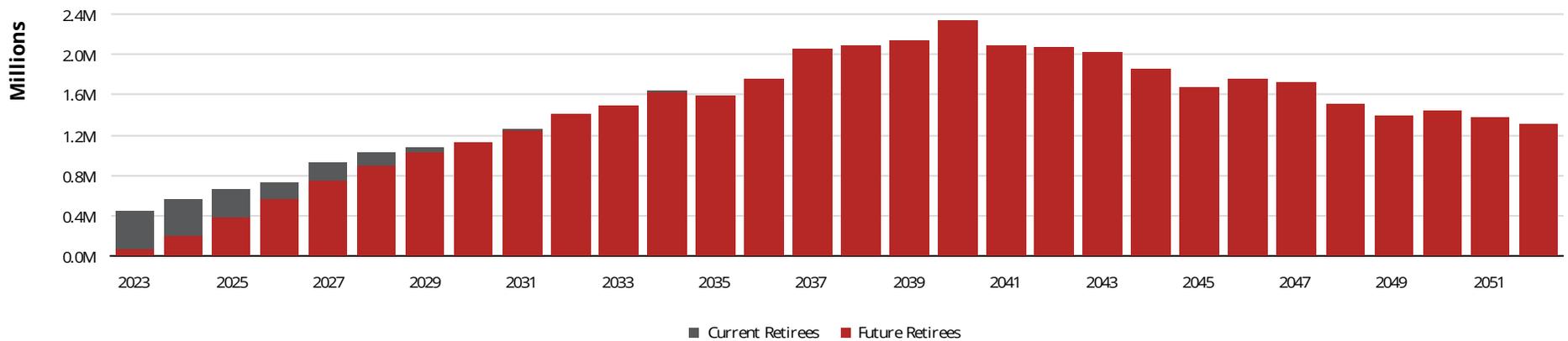
# Cash Flow Projections

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

The below projections show the actuarially estimated employer-paid contributions for retiree health benefits for the next thirty years. Results are shown separately for a closed group of current/future retirees. These projections include explicit and implicit subsidies.

FYE	Current Retirees	Future Retirees*	Total	FYE	Current Retirees	Future Retirees*	Total	FYE	Current Retirees	Future Retirees*	Total
2023	\$ 385,628	\$ 64,242	\$ 449,870	2033	\$ 3,704	\$ 1,490,000	\$ 1,493,704	2043	\$ 0	\$ 2,013,654	\$ 2,013,654
2024	\$ 355,721	\$ 205,348	\$ 561,069	2034	\$ 3,836	\$ 1,629,048	\$ 1,632,884	2044	\$ 0	\$ 1,862,103	\$ 1,862,103
2025	\$ 296,590	\$ 373,085	\$ 669,675	2035	\$ 0	\$ 1,596,905	\$ 1,596,905	2045	\$ 0	\$ 1,677,648	\$ 1,677,648
2026	\$ 170,593	\$ 563,898	\$ 734,491	2036	\$ 0	\$ 1,753,631	\$ 1,753,631	2046	\$ 0	\$ 1,746,889	\$ 1,746,889
2027	\$ 184,048	\$ 748,485	\$ 932,533	2037	\$ 0	\$ 2,056,593	\$ 2,056,593	2047	\$ 0	\$ 1,723,128	\$ 1,723,128
2028	\$ 134,077	\$ 896,341	\$ 1,030,418	2038	\$ 0	\$ 2,084,106	\$ 2,084,106	2048	\$ 0	\$ 1,510,320	\$ 1,510,320
2029	\$ 49,994	\$ 1,025,869	\$ 1,075,863	2039	\$ 0	\$ 2,136,178	\$ 2,136,178	2049	\$ 0	\$ 1,384,170	\$ 1,384,170
2030	\$ 12,220	\$ 1,118,937	\$ 1,131,157	2040	\$ 0	\$ 2,333,492	\$ 2,333,492	2050	\$ 0	\$ 1,437,970	\$ 1,437,970
2031	\$ 12,750	\$ 1,244,845	\$ 1,257,595	2041	\$ 0	\$ 2,091,492	\$ 2,091,492	2051	\$ 0	\$ 1,380,672	\$ 1,380,672
2032	\$ 3,565	\$ 1,402,550	\$ 1,406,115	2042	\$ 0	\$ 2,071,163	\$ 2,071,163	2052	\$ 0	\$ 1,303,234	\$ 1,303,234

Projected Employer Pay-go Cost



\* Projections for future retirees do not take into account future new hires.

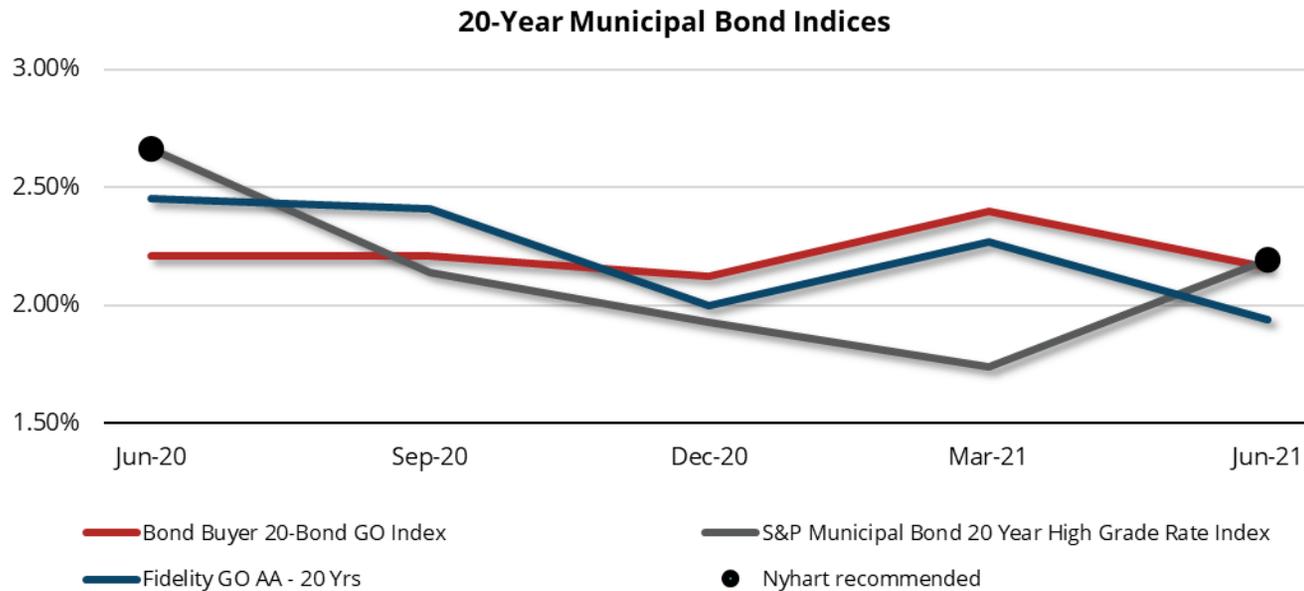
# Discussion of Discount Rates

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

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

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

	Bond Buyer Go 20-Bond Municipal Bond Index	S&P Municipal Bond 20-Year High Grade Rate Index	Fidelity 20-Year Go Municipal Bond Index	Bond Index Range	Actual Discount Rate Used
Yield as of July 1, 2020	2.21%	2.66%	2.45%	2.21% - 2.66%	<b>2.66%</b>
Yield as of June 30, 2021	2.16%	2.19%	1.94%	1.94% - 2.19%	<b>2.19%</b>



# Summary of Plan Participants

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

## Active Employees

Actives with coverage	Total	Avg. Age	Avg. Svc	Salary
Board Members	5	47.2	4.7	\$ 56,866
Certificated	254	46.4	15.5	\$ 22,895,597
Classified	196	46.9	14.0	\$ 8,645,752
Management	27	49.0	9.6	\$ 3,468,609
<b>Total actives with coverage</b>	<b>482</b>	<b>46.8</b>	<b>14.4</b>	<b>\$ 35,066,824</b>

## Active Age-Service Distribution

Age	Years of Service										Total	
	< 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up		
Under 25	6											6
25 to 29	6	12	2									20
30 to 34	5	20	9	8								42
35 to 39	9	14	13	10	9	1						56
40 to 44	5	12	7	11	22	16						73
45 to 49	5	13	7	11	19	35	8					98
50 to 54	2	11	2	6	15	29	14	2				81
55 to 59	3	6	6	2	11	20	15	5	2			70
60 to 64	2	2		4	4	9	2	3	2	1		29
65 to 69				1	1	3						5
70 & up		1				1						2
<b>Total</b>	<b>43</b>	<b>91</b>	<b>46</b>	<b>53</b>	<b>81</b>	<b>114</b>	<b>39</b>	<b>10</b>	<b>4</b>	<b>1</b>		<b>482</b>

# Summary of Plan Participants

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

## Retirees

Retirees with coverage	Total	Avg. Age
Certificated	14	62.1
Classified	11	60.7
Management	3	62.9
<b>Total retirees with coverage</b>	<b>28</b>	<b>61.6</b>

## Retiree Age Distribution

Age	Retirees
< 45	
45 to 49	
50 to 54	
55 to 59	7
60 to 64	20
65 to 69	1
70 to 74	
75 to 79	
80 to 84	
85 to 89	
90 & up	
<b>Total</b>	<b>28</b>

# Substantive Plan Provisions

---

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

This study analyzes the postretirement health benefit plans provided by the District. The postretirement health plans and the District's obligation vary by employee group as described below.

### Certificated Employees

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

### Classified Employees

The District will pay for retiree medical coverage for the retiree only until the last day of the month in which the retiree attains age 65. The District will pay 50% of the cost of coverage if the retiree has 15 years of service at retirement. The 50% amount increases by 10% for each additional year of service up to 100%. The retiree pays 100% of the cost of any spouse and dependent coverage. Spouse and dependent coverage (except for COBRA) ceases upon the death of the retiree. The District does not provide any financial contribution for retiree medical coverage beyond age 65. Eligibility for retiree health coverage requires retirement on or after age 55 with at least 15 years of service with the District. The retiree pays 100% of the cost of coverage to continue Dental, Vision and life benefits.

### Management/Confidential/Supervisory Employees

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

### Board Members

Former Board Members may continue health benefits at retirement on a self-pay basis. Former Board Members first elected to the Governing Board prior to January 1, 1995 and serving at least 12 years may receive a District contribution for retiree only coverage.

# Substantive Plan Provisions

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### Premium Rates

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

<b>2021 Certificated</b>	<b>Retiree Only</b>	<b>Retiree Plus Spouse</b>
Kaiser HMO \$10	\$ 657.00	\$1,299.00
United Healthcare HMO Network 1	\$ 760.00	\$1,490.00
United Healthcare HMO Network 2	\$1,034.00	\$2,030.00
SIMNSA	\$ 241.00	\$ 421.00

<b>2021 Classified and Management</b>	<b>Retiree Only</b>	<b>Retiree Plus Spouse</b>
Kaiser HMO \$10	\$ 672.00	\$1,329.00
United Healthcare HMO Network 1	\$ 759.00	\$1,488.00
United Healthcare HMO Network 2	N/A	N/A
SIMNSA	\$ 241.00	\$ 421.00

<b>2022 Certificated</b>	<b>Retiree Only</b>	<b>Retiree Plus Spouse</b>
Kaiser HMO \$10	\$ 666.00	\$1,314.00
United Healthcare HMO Network 1	\$ 780.00	\$1,541.00
United Healthcare HMO Network 2	N/A	N/A
SIMNSA	\$ 252.00	\$ 441.00

<b>2022 Classified and Management</b>	<b>Retiree Only</b>	<b>Retiree Plus Spouse</b>
Kaiser HMO \$10	\$ 681.00	\$1,345.00
United Healthcare HMO Network 1	\$ 779.00	\$1,539.00
United Healthcare HMO Network 2	N/A	N/A
SIMNSA	\$ 252.00	\$ 41.00

# Actuarial Methods and Assumptions

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

The actuarial assumptions used in this report represent a reasonable long-term expectation of future OPEB outcomes. As national economic and District experience change over time, the assumptions will be tested for ongoing reasonableness and, if necessary, updated.

There are changes to the actuarial methods and assumptions since the last full GASB valuation, which was for the fiscal year ending June 30, 2020. Refer to Actuary's Notes section for complete information on these changes. For the current year GASB valuation, we have also updated the per capita costs. We expect to update discount rate, health care trend rates, mortality table, and per capita costs again in the next full GASB valuation, which will be for the fiscal year ending June 30, 2024.

<b>Measurement Date</b>	For the fiscal year ending June 30, 2022, a June 30, 2021 measurement date was used.
<b>Actuarial Valuation Date</b>	June 30, 2021 with no adjustments to get to the June 30, 2021 measurement date. Liabilities as of July 1, 2020 are based on an actuarial valuation date of June 30, 2019 projected to June 30, 2019 on a "no loss / no gain" basis.
<b>Benefit Payments</b>	OPEB plan benefit payments made subsequent the measurement date of June 30, 2021 are recognized as a deferred outflow of resources in the fiscal year ending June 30, 2022 financial reporting period. An offsetting cash credit adjustment for benefits paid during the fiscal year is made in the Plan Sponsor's journal entries. This adjustment is not explicitly shown in the GASB 75 report. The OPEB benefit payments subsequent the measurement date of June 30, 2021 will be reflected in the Plan Sponsor's Schedule of Changes in Net OPEB Liability disclosure in the FY 2022/23 reporting period.
<b>Discount Rate</b>	2.19% as of June 30, 2022 and 2.66% as of July 1, 2021 for accounting disclosure purposes. Refer to the Discussion of Discount Rates section for more information on selection of the discount rate.
<b>Payroll Growth</b>	2.80% per year
<b>Inflation Rate</b>	2.80% per year
<b>Cost Method</b>	Allocation of Actuarial Present Value of Future Benefits for services prior and after the Measurement Date was determined using Entry Age Normal Level % of Salary method where: <ul style="list-style-type: none"><li>• Service Cost for each individual participant, payable from date of employment to date of retirement, is sufficient to pay for the participant's benefit at retirement; and</li><li>• Annual Service Cost is a constant percentage of the participant's salary that is assumed to increase according to the Payroll Growth</li></ul>
<b>Employer Funding Policy</b>	Pay-as-you-go cash basis

# Actuarial Methods and Assumptions

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

<b>Census Data</b>	Census information was provided by the District as of June 30, 2021 and it was provided in August 2022. We have reviewed it for reasonableness and no material modifications were made to the census data.
<b>Participation Rate</b>	95% of eligible active employees meeting eligibility requirements at retirement are assumed to elect retiree health coverage. Of those electing coverage approximately 40% are assumed to elect the United Healthcare HMO Network 1 Plan and 60% the Kaiser HMO Plan. We assumed board members would not elect coverage at retirement.
<b>Spousal Coverage</b>	85% of eligible active employees are assumed to be married. 25% of these employees are assumed to elect coverage for their spouse. Male spouses are assumed to be the same as female spouses. Actual spouse coverage and spouse ages are used for current retirees.
<b>Dependent Coverage</b>	Dependent coverage is paid entirely by the retiree and is not explicitly valued.
<b>Mortality Rate</b>	
General	SOA Pub-2010 General Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021.
Teachers	SOA Pub-2010 Teachers Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021.
Surviving Spouses	SOA Pub-2010 Contingent Survivors Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021.
<b>Turnover Rate</b>	
General	According to the termination rates under the 2021 CalPERS pension plan valuation.
Teachers	According to the termination rates under the 2021 CalSTRS pension plan valuation.
<b>Retirement Rate</b>	
General	According to the retirement rates under the 2021 CalPERS pension plan valuation and the following tables: Tier 1: Miscellaneous 2% @ 55 Tier 2: Miscellaneous 2% @ 62
Teachers	According to the termination rates under the 2021 CalSTRS pension plan valuation and the following tables: Tier 1: 2% @ 60 Tier 2: 2% @ 62

# Actuarial Methods and Assumptions

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### Disability Rate

None.

### Health Care Trend Rates

	<b>FYE</b>	<b>Pre 65</b>	<b>Post 65</b>	<b>FYE</b>	<b>Pre 65</b>	<b>Post 65</b>
2022	7.00%	6.50%	6.50%	2027	5.50%	5.00%
2023	6.75%	6.25%	6.25%	2028	5.25%	4.75%
2024	6.50%	6.00%	6.00%	2029	5.00%	4.50%
2025	6.25%	5.75%	5.75%	2030	4.75%	4.50%
2026	6.00%	5.50%	5.50%	2031+	4.50%	4.50%
2027	5.75%	5.25%	5.25%			

The initial trend rate was based on a combination of employer history, national trend surveys, and professional judgment.

The ultimate trend rate was selected based on historical medical CPI information.

# Actuarial Methods and Assumptions

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### Per Capita Costs

Annual per capita costs were calculated based on the 2021/22 premium rates, actuarially increased using health index factors and current enrollment. The costs are assumed to increase with health care trend rates.

Annual per capita costs are as shown below:

Age	Kaiser	UHC 1	UHC 2	SMINSA
<45	\$ 6,000	\$ 6,800	\$ 9,200	\$ 2,200
45 - 49	\$ 7,200	\$ 8,200	\$11,000	\$ 2,600
50 - 54	\$ 9,100	\$10,300	\$13,900	\$ 3,300
55 - 59	\$ 11,300	\$12,800	\$17,200	\$ 4,100
60 - 64	\$ 14,300	\$16,300	\$21,900	\$ 5,200

The per capita costs represent the cost of coverage for a retiree-only population.

Actuarial standards require the recognition of higher inherent costs for a retired population versus an active population.

### Explicit Subsidy

The difference between (a) the premium rate and (b) the retiree contribution. Below is an example of the monthly explicit subsidies for a future certificated retiree who is enrolled in the pre-Medicare Kaiser plan.

	Premium Rate	Retiree Contribution <sup>1</sup>	Explicit Subsidy
	A	B	C = A - B
Retiree	\$ 666.00	\$ 0.00	\$ 666.00
Spouse	\$ 648.00	\$ 648.00	\$ 0.00

### Implicit Subsidy

The difference between (a) the per capita cost and (b) the premium rate. Below is an example of the monthly implicit subsidies for a certificated retiree age 60 with spouse of the same age enrolled in the pre-Medicare Kaiser plan.

	Per Capita Cost	Premium Rate	Implicit Subsidy
	A	B	C = A - B
Retiree	\$ 1,191.67	\$ 666.00	\$ 525.67
Spouse	\$ 1,191.67	\$ 648.00	\$ 543.67

All employers that utilize premium rates based on blended active/retiree claims experience will have an implicit subsidy. There is an exception for Medicare plans using a true community-rated premium rate.

<sup>1</sup> Limited to 2022 premium rates for illustration purposes.

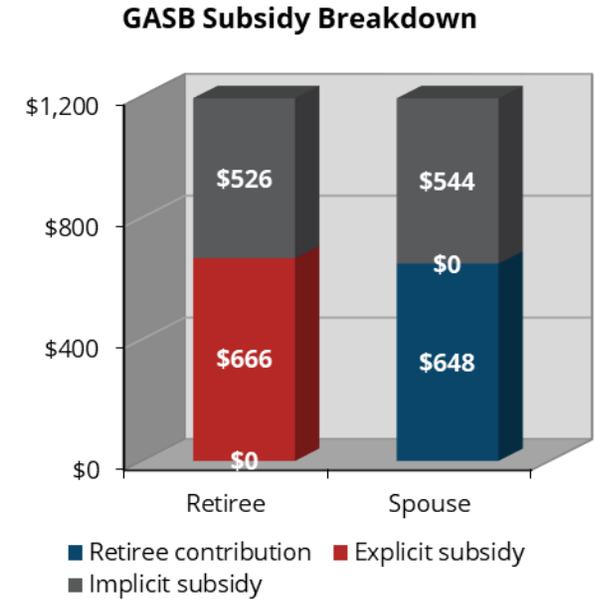
# Actuarial Methods and Assumptions

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### GASB Subsidy Breakdown

Below is a breakdown of the GASB 75 monthly total cost for a certificated retiree age 60 with spouse of the same age enrolled in the pre-Medicare Kaiser plan.

	Retiree	Spouse
Retiree contribution	\$ 0.00	\$ 648.00
Explicit subsidy	\$ 666.00	\$ 0.00
Implicit subsidy	\$ 525.67	\$ 543.67
Total monthly cost	\$ 1,191.67	\$ 1,191.67



### Models

#### ProVal

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

#### HealthMAPS Manual

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

# APPENDIX

# Appendix

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### Comparison of Participant Demographic Information

The active participants' number below may include active employees who currently have no health care coverage. Refer to Summary of Participants section for an accurate breakdown of active employees with and without coverage.

	As of June 30, 2019	As of June 30, 2021
Active Participants	466	482
Retired Participants	35	28
Averages for Active		
Age	45.5	46.8
Service	13.6	14.4
Averages for Inactive		
Age	60.5	61.6

# Appendix

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### Detailed Actuary's Notes

There have been no substantive plan provision changes since the last full valuation, which was for the fiscal year ending June 30, 2020.

The following assumptions have also been updated in accordance with GASB 75:

1. Discount rate as of the Measurement Date has been updated to be based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale) tax-exempt, high quality 20-year municipal bonds. The prior full valuation used a discount rate of 2.66%. The current full valuation uses a discount rate of 2.19%. This change has caused an increase in liabilities.
2. Mortality rates have been updated to the following:
  - a. PERS Employees: SOA Pub-2010 General Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021
  - b. STRS Employees: SOA Pub-2010 Teachers Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021
  - c. Surviving Spouses: SOA Pub-2010 Contingent Survivors Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021

These changes caused a slight increase in liabilities.

3. Retirement rates have been updated based on 2021 CalPERS pension plan experience study for PERS employees and based on the 2021 CalSTRS pension plan experience study for STRS employees. This change caused a significant decrease in liabilities.
4. Termination rates have been updated based on 2021 CalPERS pension plan experience study for PERS employees and based on the 2021 CalSTRS pension plan experience study for STRS employees. This change caused a slight increase in liabilities.
5. Salary scale rates have been updated based on 2021 CalPERS pension plan experience study. This change caused an increase in liabilities.
6. Health care trend rates have been updated to an initial rate of 7.00%/6.50% for Pre-65/Post-65, decreasing 0.25% annually to an ultimate rate of 4.50%. This change caused an increase in liabilities.

Claim costs and premiums were also updated for 2022, resulting in a decrease in liabilities. The updated census data resulted in a decrease in liabilities. The \$563,549 experience gain includes a \$279,851 demographic gain and a \$283,698 claims and premiums gain.

# Appendix

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

### Valuation Results Summary

Below is the summary of the GASB results for fiscal year ending June 30, 2022 based on the Entry Age Normal Level % of Pay cost method with a discount rate of 2.19%.

Present Value of Employer Contributions	Explicit	Implicit	Total
Active	\$ 18,096,786	\$ 15,430,388	\$ 33,527,174
Retirees	\$ 834,844	\$ 689,299	\$ 1,524,143
<b>Total</b>	<b>\$ 18,931,630</b>	<b>\$ 16,119,687</b>	<b>\$ 35,051,317</b>

Total (Accrued) OPEB Liability	Explicit	Implicit	Total
Active	\$ 9,222,170	\$ 7,831,824	\$ 17,053,994
Retirees	\$ 834,844	\$ 689,299	\$ 1,524,143
<b>Total</b>	<b>\$ 10,057,014</b>	<b>\$ 8,521,123</b>	<b>\$ 18,578,137</b>

Projected Employer Contributions	Explicit	Implicit	Total
2023	\$ 261,668	\$ 188,202	\$ 449,870
2024	\$ 320,448	\$ 240,621	\$ 561,069
2025	\$ 374,239	\$ 295,436	\$ 669,675
2026	\$ 408,195	\$ 326,296	\$ 734,491
2027	\$ 516,254	\$ 416,279	\$ 932,533
2028	\$ 564,902	\$ 465,516	\$ 1,030,418
2029	\$ 585,458	\$ 490,405	\$ 1,075,863
2030	\$ 605,182	\$ 525,975	\$ 1,131,157
2031	\$ 673,711	\$ 583,884	\$ 1,257,595
2032	\$ 768,521	\$ 637,594	\$ 1,406,115

# GLOSSARY

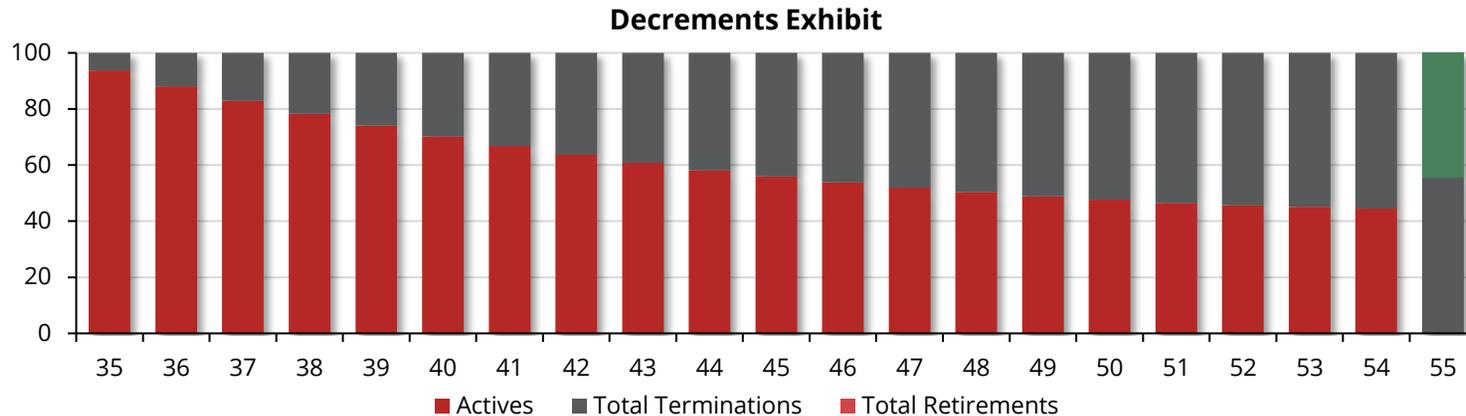
# Glossary – Decrements Exhibit

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

The table below illustrates how actuarial assumptions can affect a long-term projection of future liabilities. Starting with 100 employees at age 35, the illustrated actuarial assumptions show that 44.43 employees out of the original 100 are expected to retire and could elect retiree health benefits at age 55.

Age	# Remaining Employees	# of Terminations per Year <sup>2</sup>	# of Retirements per Year	Total Decrements
35	100.000	6.276	0.000	6.276
36	93.724	5.677	0.000	5.677
37	88.047	5.136	0.000	5.136
38	82.911	4.648	0.000	4.648
39	78.262	4.209	0.000	4.209
40	74.053	3.814	0.000	3.814
41	70.239	3.456	0.000	3.456
42	66.783	3.131	0.000	3.131
43	63.652	2.835	0.000	2.835
44	60.817	2.564	0.000	2.564
45	58.253	2.316	0.000	2.316

Age	# Remaining Employees	# of Terminations per Year	# of Retirements per Year	Total Decrements
46	55.938	2.085	0.000	2.085
47	53.853	1.866	0.000	1.866
48	51.987	1.656	0.000	1.656
49	50.331	1.452	0.000	1.452
50	48.880	1.253	0.000	1.253
51	47.627	1.060	0.000	1.060
52	46.567	0.877	0.000	0.877
53	45.690	0.707	0.000	0.707
54	44.983	0.553	0.000	0.553
55	44.430	0.000	44.430	44.430



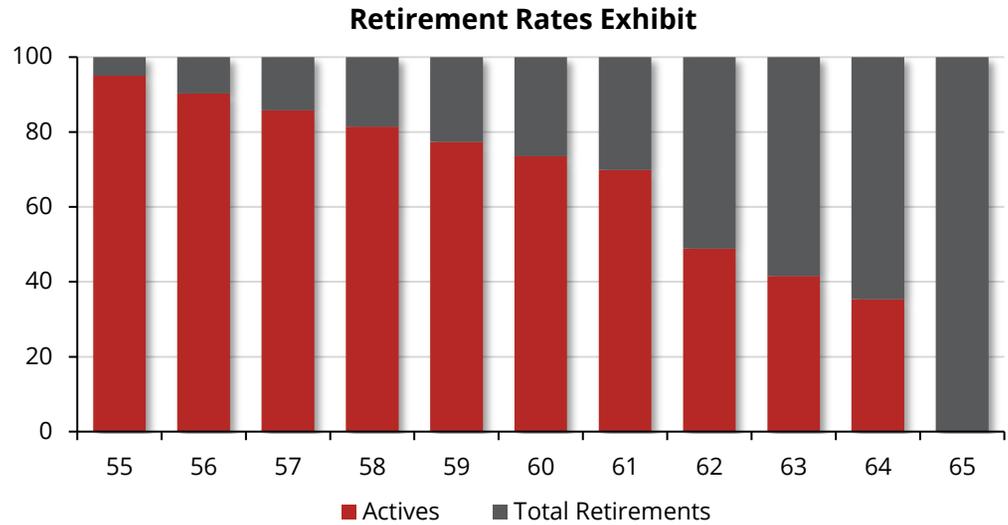
<sup>2</sup> The above rates are illustrative rates and are not used in our GASB calculations.

# Glossary – Retirement Rates Exhibit

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

The table below illustrates how actuarial assumptions can affect a long-term projection of future liabilities. The illustrated retirement rates show the number of employees who are assumed to retire annually based on 100 employees age 55 who are eligible for retiree health care coverage. The average age at retirement is 62.0.

Age	Active Employees BOY	Annual Retirement Rates*	# Retirements per Year	Active Employees EOY
55	100.000	5.0%	5.000	95.000
56	95.000	5.0%	4.750	90.250
57	90.250	5.0%	4.513	85.738
58	85.738	5.0%	4.287	81.451
59	81.451	5.0%	4.073	77.378
60	77.378	5.0%	3.869	73.509
61	73.509	5.0%	3.675	69.834
62	69.834	30.0%	20.950	48.884
63	48.884	15.0%	7.333	41.551
64	41.551	15.0%	6.233	35.318
65	35.318	100.0%	35.318	0.000



\* The above rates are illustrative rates and are not used in our GASB calculations.

# Glossary – Definitions

---

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

GASB 75 defines several unique terms not commonly employed in the funding of pension and retiree health plans. The definitions of the terms used in the GASB actuarial valuations are noted below.

1. **Actuarial Assumptions** – Assumptions as to the occurrence of future events affecting health care costs, such as: mortality, withdrawal, disablement and retirement; changes in compensation and Government provided health care benefits; rates of investment earnings and asset appreciation or depreciation; procedures used to determine the Actuarial Value of Assets; characteristics of future entrants for Open Group Actuarial Cost Methods; and other relevant items.
2. **Actuarial Cost Method** – A procedure for determining the Actuarial Present Value of Future Benefits and expenses and for developing an actuarially equivalent allocation of such value to time periods, usually in the form of a Service Cost and a Total OPEB Liability.
3. **Actuarially Determined Contribution** - A target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in accordance with the parameters and in conformity with Actuarial Standards of Practice.
4. **Actuarial Present Value** – The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of Actuarial Assumptions. For purposes of this standard, each such amount or series of amounts is:
  - a. adjusted for the probable financial effect of certain intervening events (such as changes in compensation levels, Social Security, marital status, etc.);
  - b. multiplied by the probability of the occurrence of an event (such as survival, death, disability, termination of employment, etc.) on which the payment is conditioned; and
  - c. discounted according to an assumed rate (or rates) of return to reflect the time value of money.
5. **Deferred Outflow / (Inflow) of Resources** – represents the following items that have not been recognized in the OPEB Expense:
  - a. Differences between expected and actual experience of the OPEB plan
  - b. Changes in assumptions
  - c. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)
6. **Explicit Subsidy** – The difference between (a) the amounts required to be contributed by the retirees based on the premium rates and (b) actual cash contribution made by the employer.
7. **Funded Ratio** – The actuarial value of assets expressed as a percentage of the Total OPEB Liability.

# Glossary – Definitions

---

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

8. **Healthcare Cost Trend Rate** – The rate of change in the per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
9. **Implicit Subsidy** – In an experience-rated healthcare plan that includes both active employees and retirees with blended premium rates for all plan members, the difference between (a) the age-adjusted premiums approximating claim costs for retirees in the group (which, because of the effect of age on claim costs, generally will be higher than the blended premium rates for all group members) and (b) the amounts required to be contributed by the retirees.
10. **OPEB** – Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.
11. **OPEB Expense** – Changes in the Net OPEB Liability in the current reporting period, which includes Service Cost, interest cost, changes of benefit terms, expected earnings on OPEB Plan investments, reduction of active employees' contributions, OPEB plan administrative expenses, and current period recognition of Deferred Outflows / (Inflows) of Resources.
12. **Pay-as-you-go** – A method of financing a benefit plan under which the contributions to the plan are generally made at about the same time and in about the same amount as benefit payments and expenses becoming due.
13. **Per Capita Costs** – The current cost of providing postretirement health care benefits for one year at each age from the youngest age to the oldest age at which plan participants are expected to receive benefits under the plan.
14. **Present Value of Future Benefits** – Total projected benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial present value of total projected benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment. Expressed another way, it is the amount that would have to be invested on the valuation date so that the amount invested plus investment earnings will provide sufficient assets to pay total projected benefits when due.
15. **Real Rate of Return** – the rate of return on an investment after adjustment to eliminate inflation.

# Glossary – Definitions

---

## San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2022

16. **Select and Ultimate Rates** – Actuarial assumptions that contemplate different rates for successive years. Instead of a single assumed rate with respect to, for example, the investment return assumption, the actuary may apply different rates for the early years of a projection and a single rate for all subsequent years. For example, if an actuary applies an assumed investment return of 8% for year 20W0, then 7.5% for 20W1, and 7% for 20W2 and thereafter, then 8% and 7.5% select rates, and 7% is the ultimate rate.
17. **Service Cost** – The portion of the Actuarial Present Value of projected benefit payments that are attributed to a valuation year by the Actuarial Cost Method.
18. **Substantive Plan** – The terms of an OPEB plan as understood by the employer(s) and plan members.
19. **Total OPEB Liability** – That portion, as determined by a particular Actuarial Cost Method, of the Actuarial Present Value of Future Benefits which is attributed to past periods of employee service (or not provided for by the future Service Costs).

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

**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:** CHANGE ORDER NO. 1 TO THE AGREEMENT WITH RGC GENERAL ENGINEERING, INC.

**BACKGROUND INFORMATION:**

RGC General Engineering was awarded the Vista Del Mar Playground improvements project, and the project is nearly complete. The original scope of work included, among other things, included the removal of the three playground playsets at the 6th grade classroom area. The empty areas (over 1,000 sq.ft.) were then to be filled with mulch and seat benches added to for students to use.

After seeing how much the 6th graders enjoyed the large playset, it was recommended that the large playground and equipment remain in place, and the broken equipment from the other two smaller play areas be removed. Rather than fill the two smaller areas with mulch, it was also recommended that two new tetherball courts be installed (one tetherball per play area). The teachers, Principal and Assistant Principal concurred with the recommendations.

Change Order No. 1 - Because this change increases the amount of new asphalt, base material and poles, there is a cost increase to the project. The contractor proposes to do the work at an additional cost of \$5,289.00 which represents 3% of the original contract amount. The per square foot cost for the upgrade is reasonable for demolition and the installation of new asphalt. This proposed change adds value to the project and offers a better play area for students.

**RECOMMENDATION:**

Approve Change Order No. 1 to the agreement with RGC General Engineering, Inc. to include additional services and materials to complete the playground project at Vista Del Mar Middle School. The cost implications for this Change Order is \$5,289.00. The new contract total is \$173,661.12 from the General Obligation Bonds.

**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 #

CHANGE ORDER NO. 1

\$5,289.00

(Amount)

General Obligation Bonds

(Name of funding source and/or location)

Recommended for:     Approval     Denial    Certification Requested     Yes     No



**RGC General Engineering, Inc.**  
 310 Davidson St  
 Chula Vista, CA 91910 US  
 (619)651-8368  
 info@rgcge.com

**CHANGE ORDER NO. 1**  
**Estimate**

ADDRESS
SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD CA. SAN YSIDRO, CA 92173-1685

SHIP TO
VISTA DEL MAR UPPER LEVEL IMPROVEMENTS - CHANGE ORDER 4885 DEL SOL BLVD. CA. SAN DIEGO, CA 92154

ESTIMATE #	DATE
2116	10/10/2022

ACTIVITY	DESCRIPTION	RATE	QTY	AMOUNT
<b>02 Site Work</b>	1. EXCAVATE EXISTING MULCH FROM LEFT AND RIGHT PLAYGROUND AREAS. 2. TRANSFER MULCH FROM EXCAVATED AREAS INTO MIDDLE PLAYGROUND AREA. 3. INSTALL TWO (2) TETHERBALL POSTS ON SPECIFIED AREAS. 4. REMOVE AND REPLACE CONCRETE PLANTERS CURB IN SPECIFIED AREA TO MATCH EXISTING ELEVATION. 5. INSTALL 1206 SQFT OF NEW HOT 3/8" SCHOOL MIX ASPHALT AT 4" IN DEPTH TO LEFT AND RIGHT PLAY AREAS. COMPACT TO INDUSTRY STANDARDS.  NOTE: INCLUDES ADDITIONAL EQUIPMENT NEEDED FOR ASPHALT INSTALLATION AND LABOR.  EXCULSIONS: BONDS, PERMITS, FEES, TESTING, ENGINEERING, PLANS, TRAFFIC CONTROL PLANS, NIGHT WORK, WEEKEND WORK, WORK SITE UTILITIES, AND ANY OTHER SCOPE OF WORK THAT'S NOT MENTIONED ON THIS BID QUOTE.	5,289.00	1	5,289.00

TOTAL **\$5,289.00**

Accepted By \_\_\_\_\_  
 Marilyn Adrianzen, CBO

Accepted Date \_\_\_\_\_

Board approved: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Marilyn Adrianzen, Chief Business Official  Informational  
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety  Action

**AGENDA ITEM:** AWARD BID NO. 22/23-001 AND AGREEMENT FOR ROOFING PROJECT TO CHAMBERS INC. DBA ROOF CONSTRUCTION

---

**BACKGROUND INFORMATION:**

The Roofing Project is part of the approved Long Range Master Facilities Implementation Plan for General Obligation Bonds. The following district facilities are part of this project:

<ul style="list-style-type: none"><li>● District Office &amp; Warehouse</li><li>● La Mirada Elementary</li><li>● Smythe Elementary</li><li>● Sunset Elementary</li></ul>	<ul style="list-style-type: none"><li>● Willow Elementary</li><li>● Ocean View Hills Elementary</li><li>● Vista Del Mar Middle</li></ul>
--	--

Bid No. 22/23-001 was published in the San Diego Union Tribune on September 9, 2022 and September 23, 2022. Four out of seven companies that attended a pre-bid mandatory meeting submitted their bids. Roofing Construction is a qualified company meeting the district’s requirement and who submitted the lowest bid in the amount of \$1,809,915.00. The scope of this contract is for the labor portion of the roofing project and will be part of the approved Project Labor Agreement. ([Link to Bid No. 22/23-001](#))

**RECOMMENDATION:**

Award Bid No. 22/23-001 and Agreement for Roofing Project to Chambers Inc. dba Roof Construction in an estimated amount of \$1,809,915.00 from the General Obligation Bonds.

---

**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 #

\$1,809,915.00  
(Amount)

General Obligation Bonds  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

## AGREEMENT

THIS AGREEMENT, made this 11th day of November 2022 in the County of San Diego, State of California, by and between the San Ysidro School District, hereinafter called the District, and Chambers Inc. dba Roof Construction, hereinafter called the Contractor,

**WITNESSETH** that the District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK.** The Contractor shall perform within the time stipulated in the contract as herein defined, and shall provide all labor, roofing materials procured by the District, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: San Ysidro Roofing Project: Bid 2022/23 - 001 in strict compliance with the contract documents as specified in Article 4 below.

**ARTICLE 2 - TIME FOR COMPLETION.** (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed within 337 calendar days from and after the date stated in such notice, which shall include five ( 5 ) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

**ARTICLE 3 - CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of One Million Eight Hundred Nine Thousand Nine Hundred Fifteen Dollars (\$1,809,915.00), the total amount stipulated in the bid: San Ysidro Roofing Project: Bid 2022/23 - 001. Also included in this agreement are the unit prices identified in the bid proposal for deck replacement, skylights and for walkway pads. Said unit prices are identified in Attachment 1 to this Agreement.

**ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT.** The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or

the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid, as accepted
- Designation of Subcontractors
- Noncollusion Affidavit
- Agreement
- Performance Bond
- Payment Bond for Public Works
- Contractor's Certificate Regarding Workers' Compensation
- General Conditions and Special Conditions
- Specification Addenda Nos. 1, and 2
- Technical Specifications

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

DISTRICT:

Chambers Inc. dba Roof Construction

San Ysidro School District

License No. 647203 \_\_\_\_\_

By: \_\_\_\_\_

By \_\_\_\_\_

Marilyn Adrianzen

Ronald J. Chambers

Its Chief Business Officer

Its President  
(Corporate Seal)

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

**Contractors' State License Board  
9821 Business Park Drive  
Sacramento CA 95827  
(916)255-3900; <http://www2.cscb.ca.gov/>  
(Business & Professions Code, section 7030)**

Agreement p. 2 of 2

# Attachment 1

(This is the Replacement Bid Form that is Referenced in Item 8 of Addendum 1)

DOCUMENT 00300

## AMENDED BID FORM (PER ADDENDUM 1)

TO: San Ysidro School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the SYSD Bid: **22/23-001 SYSD Roofing Project. Site specific scope information is in the technical specifications starting in section 011000.**

All work shall be in strict conformity with the drawings and specifications and other contract documents, including addenda nos. 1, 2, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the Chief Business Official of said District. Contractor Proposes the following bid quotes.

One million, eight hundred nine thousand, nine hundred fifteen dollars

9. **Total Project Bid:** \$1,809,915.00 (dollars and cents). The bid breakdown by site is as follows (The Total Project Bid must be equal to the Sum of each bid quotation for the following sites identified below.

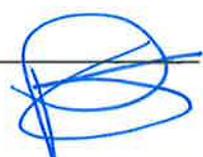
- o The Base bid shall include an allowance shall be for the replacement of 12 skylights damaged skylights. Add a unit price for the replacement of broken skylight domes on metal roof sections should the allowance of 12 skylights be exceeded. The unit price for additional skylights shall be \$ 260.00 per skylight.

- **Bid for Smythe Elementary (North) Roof** \$ 245,330.00  
Said sum includes all applicable taxes and costs.
  - **5% Allowance for Deck Replacement** \$ 6,500.00
  - **Unit Price for Additional 36" by 60" Non Skid pads.** \$ 3,485.00
- **Bid for District Office Roof** \$ 128,105.00
  - **5% Allowance for Deck Replacement** \$ 3,900.00  
Said sum includes all applicable taxes and costs.
- **Bid for Warehouse Roof** \$ 87,535.00
  - **5% Allowance for Deck Replacement** \$ 2,665.00

Addendum 1: SYSD Re-Roofing Project: Page 1 of 3  
September 28, 2022

- **Bid for La Mirada Elementary Roof** \$ 40,160.00  
Said sum includes all applicable taxes and costs.
  - **Unit Price for Additional 36" by 60" Non Skid pads.** \$ 3,485.00
- **Bid for Sunset Elementary Roof** \$ 352,675.00  
Said sum includes all applicable taxes and costs.
  - **Unit Price for Additional 36" by 60" Non Skid pads.** \$ 3,485.00
- **Bid for Vista Del Mar Roof** \$ 104,730.00  
Said sum includes all applicable taxes and costs.
  - **Unit Price to remove and replace damaged protective walk surface:**  
\$ 3,485.00
  - **Unit Price to install additional protective walk surface (36" x 60")**  
\$ 3,485.00
- **Bid for Ocean View Hills Roof** \$ 700,445.00  
Said sum includes all applicable taxes and costs.
  - **5% Allowance for Deck Replacement** \$ 13,230.00
  - **Unit Price for Additional 36" by 60" Non Skid pads.** \$ 3,485.00
- **Bid for Willow Elementary Roof**  
\$ 96,500.00  
Said sum includes all applicable taxes and costs.
  - **Unit Price to remove and replace damaged protective walk surface:**  
\$ 3,485.00
  - **Unit Price to install additional protective walk surface (36" x 60")**  
\$ 3,485.00

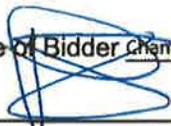
2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. The required bid security is attached hereto.
4. Non-collusion affidavit is attached hereto.
5. The required list of proposed subcontractors is attached hereto.
6. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.



7. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of notification of award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.
  
8. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:  
*Sunny New York, Roof Construction  
 1563 Sterling Ct. Escondido, CA 92029, sunny@roofconstruction.com*
  
9. The names of all persons interested in the foregoing proposal as principals are as follows:  
*Chambers Inc. dba Roof Construction  
 Ronald Chambers, President, Mana Chambers, VP, Secretary, Treasurer*  
 (IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners comprising the firm; if bidder or other interested person is an individual, state first and last names in full.)
  
10. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. 647203, Expiration Date 07/31/24, class of license B/C39.

I, Ronald Chambers, the President of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this 19th day of October at Escondido County, California.

Proper Name of Bidder Chambers Inc dba Roof Construction  
 By   
Ronald Chambers  
 Signature of Bidder

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.



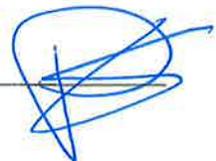
Business Address: 1563 Sterling Court Escondido, Ca 92029

Place of Residence: Escondido, Ca

Telephone: (760) -738-1050

**END OF BID FORM: DOCUMENT 00300**

Addendum 1: SYSD Re-Roofing Project: Page 1 of 3  
September 28, 2022



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Marilyn Adrianzen, Chief Business Official  Informational  
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety  Action

**AGENDA ITEM:** AGREEMENT WITH JMR ENVIRONMENTAL SERVICES

---

**BACKGROUND INFORMATION:**

The roofing project includes the removal and replacement of roofs at Smythe School (the northern three buildings), the district office, warehouse, and Ocean View Hills School. As part of the due diligence effort by the district, a hazardous materials assessment on the roofs of these schools must be made to determine the presence of asbestos, lead based paint, or any other hazardous materials. A request for proposal was distributed to qualified hazardous materials testing and evaluation companies. Three responses were received, JMR was the lowest responsive bidder.

The District would like to move forward and enter into agreement with JMR Environmental Services to provide a hazardous materials assessment for the roofing projects a various locations. The projected cost for this project is \$5,046.64 (does not include removal of materials).

**RECOMMENDATION:**

Approve the agreement with JMR Environmental Services to provide a hazardous materials assessment for the roofing projects at various district locations at an estimated amount of \$5,045.64 from the General Obligation Bond funds.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

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

Yes     No

Requisition #

\$5,045.64

(Amount)

General Obligation Bonds

(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 \_\_\_\_\_ by and between **JMR Environmental Services, San Diego LLC** 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 TBD with work to be completed on or before **June 30, 2023**.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

*Asbestos & Lead Paint Limited Inspection and Sampling Report for San Ysidro School District Roofing Project (2022-23) at the following sites: Smythe Elementary, Ocean View Hills Elementary and SYSD District Office and Warehouse. See Exhibit A for Scope of Work and Fees.*

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**

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
**Name**

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BOARD APPROVED: 11-10-22

LICENSE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (619) 428-4476 ext. 3003

DATE: \_\_\_\_\_

FAX: (619) 428-9355

TEL # \_\_\_\_\_

EMAIL: \_\_\_\_\_

**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 \_\_\_\_\_

## ADDENDUM

### COVID-19

#### Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
  - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall

be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.

- d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements. Face masks may be required while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
  3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office or as later amended or enacted.
  4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
  5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Contractor's Initials \_\_\_\_\_



## EXHIBIT A

September 21, 2022  
JMR Job #1-647

San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

PROJECT: San Ysidro School District Roofing Project – 2022/2023

SUBJECT: Proposal for Limited Asbestos and Lead-Based Paint Investigation

JMR Environmental Services, is pleased to submit the following proposal for a Limited Asbestos and Lead-Based Paint Investigation on the roofing systems of subject structures only, as specified by the client in the RFP San Ysidro District Roofing Project – 2022/2023.

Project locations are:

1. Smythe Elementary, 1880 Smythe Ave., San Ysidro Ca 92173\*
2. Ocean View Hills School, 4919 Del Sol Blvd., San Diego Ca 92154\*
3. District Office and Warehouse, 4350 Otay Mesa Rd., San Ysidro Ca 92173\*

### SCOPE OF WORK

- JMR Environmental Services, proposes to perform a visual and sampling investigation, in accordance with EPA Guidelines, to identify possible ACM within the roof(s), at the specified address above, on the specified roof(s) only.
- Bulk material samples will be taken of friable (easily crumbled by hand pressure) and non-friable materials that may possibly contain asbestos fibers and will be analyzed using Polarized Light Microscopy with dispersion staining.
- A limited survey to identify LBP will be performed using representative paint chip samples of paint and or any other suspected lead containing materials. These samples will be analyzed for lead content using Atomic Absorption Spectrometry (AAS).
- Upon completion of the investigation and sample analysis a report will be issued within 7-10 business days. This report will consist of visual observations, materials sampled, sample locations, asbestos or lead content, current material condition(s), and recommendations as to future disposition of any ACM or LBP

FEE SCHEDULE

<u>Function</u>	<u>Unit Cost</u>	<u>Estimate</u>	<u>Cost</u>
Site Visit(s) includes 2 techs	\$740.00	2	\$1,480.00
Asbestos Bulk Samples	\$12.15/each	< 250	\$ _____
Lead Bulk Samples	\$11.42/each	< 50	\$ _____
QA/QC & Admin/Reporting	\$550.00/each	1	\$ 550.00

\*Each campus will possess its own individual report, sample count and data sheets to be made available to the client both by hard copy and electronic pdf, as requested. The final totals for site visits and samples will be an accumulation of each campus's material sampled.

We do not look to a third party for payment of invoices, upon completion of onsite service an invoice will be issued siting the time and materials utilized during the service. Payments are due **WITHIN 30 DAYS**, wherein late payments are subject to late fees if not received by JMR Environmental Services, San Diego LLC. All fees are estimates and will be invoiced on **actual usage**, if this proposal meets with your approval, please sign and return a copy for our records.

JMR Environmental Services San Diego LLC, appreciates the opportunity to provide this proposal.

Sincerely,



Lani Booth  
Branch Manager  
JMR Environmental Services San Diego LLC

“THE UNDERSIGNED IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF **SAN YSIDRO SCHOOL DISTRICT** AND ACCEPTS OUR TERMS AND CONDITIONS WHICH ARE ATTACHED” IT IS FURTHER UNDERSTOOD THAT **SAN YSIDRO SCHOOL DISTRICT** ALONE IS RESPONSIBLE FOR FULL PAYMENT”.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
San Ysidro School District  
Company Name  
\_\_\_\_\_  
Marilyn Adrianzen, CBO  
Signature of Person Responsible for Payment

Board approved: 11-10-22

**SAN YSIDRO SCHOOL DISTRICT**  
**GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

**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:** AMENDMENT NO. 1 TO THE PBK MASTER AGREEMENT FOR GENERAL OBLIGATION BOND PROJECTS

**BACKGROUND INFORMATION:**

On April 14, 2022, the Governing Board approved the Master Agreement for Architectural Services on the District-wide Bond Program with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project.

The District has now identified the need for architectural services pursuant to the Master Agreement for the following components:

- Site Fencing and Point of Entry at Willow Elementary School: Replace exterior perimeter fencing at the west property line with new ten-foot-high custom steel fencing with powder coat finish. Add eight-foot-high fencing at single point of entry and replace fencing at kindergarten. Add twelve-foot-high chain link fence at the east property line and replace the chain link fabric at the existing chain link fence at the south property line. The vehicular gates at the southwest entrance and teacher’s parking lot will be motorized rolling gates with keypad or Wi-Fi access. Single point of entry modifications will be made at the existing administrative office including installation of a second door, partitions, and security access pads.

The project requires the preparation of architectural plans, specifications and DSA close out services. The cost implications for this project are based on a fixed fee of \$110,000.00 and a Topographic and Utility Survey with a not to exceed allowance of \$40,000.00. The combined total is \$150,000.00.

**RECOMMENDATION:**

Approve Amendment No. 1 to PBK’s Master Contract to provide architectural services for the Site Fencing and Point of Entry Project at Willow Elementary School at a cost not to exceed at \$150,000.00 from the General Obligation Bond funds.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal # 2 Safety, Climate, and Student Engagement. All students will be educated in positive academic environments that are welcoming, safe and drug free.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

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

Requisition #

Yes     No

Yes     No

**\$150,000.00**  
(Amount)

**General Obligation Bond**  
(Name of funding source and/or location)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**FIRST AMENDMENT TO  
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this November 11, 2022, 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:

- Site Fencing and Point of Entry at Willow Elementary School

**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 \$110,000.00 and a Topographic and Utility Survey billed as an allowance not to exceed \$40,000.00. Refer to Exhibit A.

C. This First Amendment shall only be effective upon the execution by both the District and Architect.

D. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

**SAN YSIDRO SCHOOL DISTRICT**

**PBK**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Marilyn Adrianzen

Name: \_\_\_\_\_

Title: Chief Business Official

Title: \_\_\_\_\_

Board approved:

August 8, 2022

**VIA: Email**



Mr. Tom Silva  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

**Re: Fee Proposal – Site Fencing and Point of Entry at Willow Elementary School**

Dear Tom:

Thank you for the opportunity to provide Architectural/Engineering Design Services for new fencing and point of entry upgrades at Willow Elementary School. PBK proposes to deliver full comprehensive services to facilitate design through closeout of this project based on the scope of work and services as outlined herein.

**I. SCOPE OF WORK:**

- A. Replace exterior perimeter fencing at the west property line with new ten-foot-high custom steel fencing with powder coat finish. Add eight-foot-high fencing at single point of entry and replace fencing at kindergarten. Add twelve-foot-high chain link fence at the east property line and replace the chain link fabric at the existing chain link fence at the south property line. The vehicular gates at the southwest entrance and teacher's parking lot will be motorized rolling gates with keypad or Wi-Fi access. Single point of entry modifications will be made at the existing administrative office including installation of a second door, partitions, and security access pads.

**II. SCOPE OF SERVICES**

- A. Provide architectural, structural, electrical and low voltage design services for a bid ready set of construction drawings and specifications for the scope of work stated above.
- B. A cost estimate will be provided at the completion of the design development phase.
- 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.

**IV. COMPENSATION:**

- A. **Basic Services:** Compensation for Basic Services shall be based on a fixed fee of \$110,000.
- B. **Topographic and Utility Survey:** Billed as an allowance not to exceed \$40,000.

**V. Design Schedule:**

- A. The project will be submitted to DSA for review and approval ten 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 attached Hourly Rate Sheet (Attachment A). 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 Architect, PBK*

cc: *Jose Videla PBK*  
*Stephanie Quintero PBK*

Effective June 1, 2022 - May 31, 2023
---------------------------------------

## HOURLY BILLING RATES

Principal in Charge	\$235.00
Design Director	\$215.00
Senior Project Manager	\$205.00
Senior Project Architect	\$210.00
Project Manager	\$185.00
Project Architect	\$185.00
Project Leader / Technical Leader	\$150.00
Project Coordinator	\$130.00
Architectural Intern / Designer	\$130.00
Intern	\$100.00
Senior Project Designer	\$200.00
Project Designer	\$185.00
Design Leader	\$140.00
Designer II	\$135.00
Designer	\$110.00
Senior Educational Facilities Planner	\$230.00
Facilities Planner	\$185.00
Senior Construction Administrator	\$210.00
Construction Administrator	\$175.00
Sustainable Designer	\$160.00
Specification Writer	\$185.00
Agency Compliance	\$110.00
Cost Estimator	\$210.00
Clerical / Office	\$110.00



PROJECT NAME :

WILLOW ELEMENTARY SCHOOL

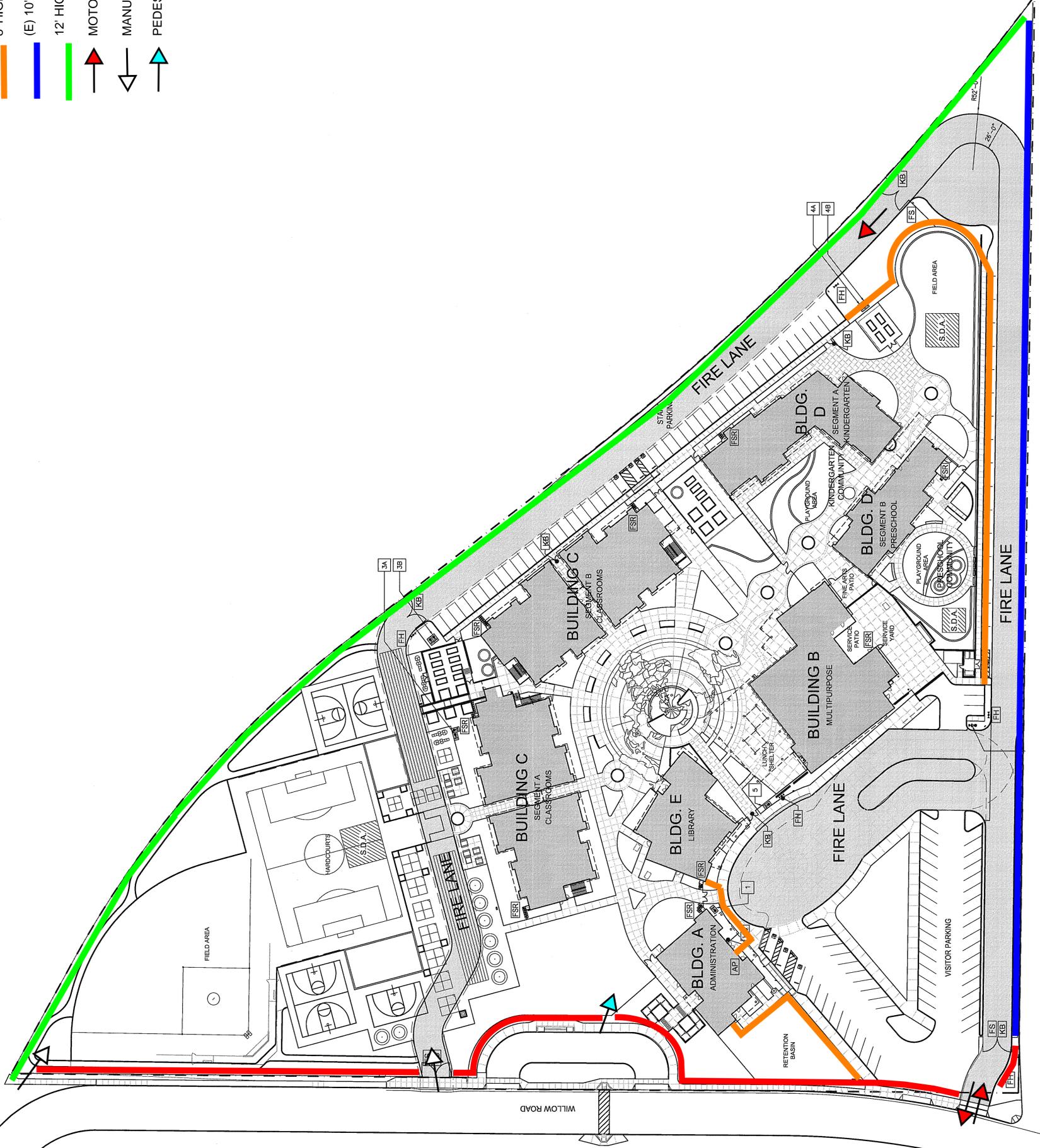
FENCING & ENTRY  
DIAGRAM

DRAWN BY:  
CHUCK FORTE

DATE:  
7/21/22

LEGEND

-  10' HIGH STEEL FENCE (REMOVE (E) FENCE)
-  8' HIGH STEEL FENCE (REMOVE (E) FENCE)
-  (E) 10' HIGH C.L. FENCE ADD NO CLIMB FABRIC
-  12' HIGH CHAINLINK FENCE W/ NO CLIMB FABRIC
-  MOTORIZED VEHICULAR GATE
-  MANUAL VEHICULAR GATE
-  PEDESTRIAN GATE



**SAN YSIDRO SCHOOL DISTRICT**  
**GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

**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:** AMENDMENT NO. 1 TO THE LORD ARCHITECTURE, INC. MASTER AGREEMENT FOR GENERAL OBLIGATION BOND PROJECTS

---

**BACKGROUND INFORMATION:**

On June 9, 2022, the Governing Board approved the Master Agreement for Architectural Services on the District-wide Bond Program with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project.

The District has now identified the need for architectural services pursuant to the Master Agreement for the following components:

- La Mirada Elementary School – Child Development Center – Modernization
- La Mirada Elementary School – Administration Additions
- La Mirada Elementary School – New UTK Classroom Building (UTK & PreK \$850,000.00)
- Willow Elementary School - New UTK Classroom Building (\$300,000.00)
- Ocean View Hills Elementary School - New UTK Classroom Building (\$300,000.00)
- Reimbursable Expenses – NTE \$1,000.00

The project requires the preparation of architectural plans and specifications for submittal to the Division of State Architect, and the preparation of a project bid documents. The proposed fee is based on the approved master architecture agreement and its fee schedule. The fees for these three UTK/Pre-K projects are \$1,450,000.00 plus \$1,000.00 for approved reimbursables. The combined total is \$1,451,000.00.

**RECOMMENDATION:**

Approve Amendment No. 1 to the Lord Architecture, Inc. Master Contract to provide architectural services for La Mirada Elementary School – Child Development Center – Modernization, La Mirada Elementary School – Administration Additions, La Mirada Elementary School – New UTK Classroom Building, Willow Elementary School - New UTK Classroom Building and Ocean View Hills Elementary School - New UTK Classroom Building in an amount not to exceed \$1,451,000.00 from the General Obligation Bond 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

\$1,451,000.00

(Amount)

General Obligation Bond

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**FIRST AMENDMENT TO  
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this November 11, 2022, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **LORD ARCHITECTURE INC.** (hereinafter referred to as "Architect").

**RECITALS**

**WHEREAS**, on or about May 20, 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:

- La Mirada Elementary School – Child Development Center – Modernization
- La Mirada Elementary School – Administration Additions
- La Mirada Elementary School – New UTK Classroom Building
- Willow Elementary School - New UTK Classroom Building
- Ocean View Hills Elementary School - New UTK Classroom Building

**WHEREAS**, the Agreement permits the District and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

**WHEREAS**, the District and Architect now desire to amend the Agreement to explicitly memorialize the mutually agreed upon scope of work and fee for Architect to provide design services for the component(s) of the Project identified above.

**AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. Amendment Terms.

The Agreement is hereby amended as follows:

A. Scope of Project Component Assigned. The Parties have agreed that the scope of work for the design services for the assigned component(s) of the Project shall be as described in **Exhibit "A"** to this Amendment. Except as expressly detailed and/or set forth in **Exhibit "A,"** all such design services shall at all times be fully compliant with all terms and conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.

B. Compensation. The Architect's compensation for the work set forth in this Amendment shall be a flat fee not-to-exceed fee **\$1,455,000.00**. (Refer to Exhibit A)

C. This First Amendment shall only be effective upon the execution by both the District and Architect.

D. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

**SAN YSIDRO SCHOOL DISTRICT**

**LORD ARCHITECTURE INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Marilyn Adrianzen

Name: \_\_\_\_\_

Title: Chief Business Official

Title: \_\_\_\_\_

Board approved:



October 4, 2022 (Revised 11/07/22)

**EXHIBIT A**

Mr. Tom Silva  
SYSD Bond Program Manager  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

Re: La Mirada Elementary School – Child Development Center – Modernization  
La Mirada Elementary School – Administration Additions  
La Mirada Elementary School – New UTK Classroom Building  
Willow Elementary School - New UTK Classroom Building  
Ocean View Hills Elementary School - New UTK Classroom Building

Dear Tom,

Please see requested information based on your emails dated July 27, 2022. Per our discussions, we are submitting this proposal for moving the existing Pre-School program at Smythe Elementary School (CDC) to La Mirada Elementary School. This program will be located in a renovated Classroom building on the La Mirada campus along with (2) new Administration buildings and a new UTK building. In addition, this proposal includes the design and construction of (2) UTK buildings on Willow School and Ocean View Hills School. Below is a description of the project as we understand it to date.

**PROJECT DESCRIPTIONS**

**A. La Mirada Elementary School (Estimated at \$6,700,000)**

- Remodel of an existing 8,000 SF Classroom building to accept a program of (5) Pre-K Classrooms, (1) Parent Room and all support facilities required.
- Design of (2) permanent Administration buildings sized per District program. (1) building for the CDC program and (1) building for La Mirada Elementary School.
- Design of a (2) Classroom UTK building along with all required support facilities.
- Design of a parking lot specific for the Pre-School program.

**B. Willow Elementary School (Estimated at \$3,500,000)**

- Design of a (2) Classroom UTK building along with all required support facilities.

**C. Ocean View Hills Elementary School (Estimated at \$3,500,000)**

- Design of a (2) Classroom UTK building along with all required support facilities.

**BASIC ARCHITECTURAL SERVICES**

**Modernization** - Basic design services using the sliding scale for modernization projects include on-site architectural, minor structural, electrical and mechanical engineering. Costs for any work on the exterior including civil and landscape are considered above and beyond these services and fees will be submitted after programming and planning.

**New Construction** - Costs for new construction projects using the sliding scale include on-site architectural, civil, landscape, structural, electrical and mechanical engineering. Additional fees for Title

24 electrical requirements, off-site engineering and fire protection designs are considered additional costs and fees will be submitted after programming and planning.

## **TASKS**

The following list is a breakdown and description of the tasks that we will perform.

### **1. Programming and As-Built Documentation Phase:**

- a. Review all District documents to understand the construction of the existing building and site.
- b. Develop electronic drawing bases for the site and the building (unless electronic documents are available from the School District that will be used for presentations and future construction documents).
- c. Complete a site survey to determine the existing conditions of the site and building.
- d. Complete a preliminary code review.
- e. Complete a preliminary Project Schedule.
- f. Meet with the District and site administration staff to determine the desired program and location of the new parking lot and building additions.
- g. With District approval, proceed to the Schematic Design phase.
- h. Consultants include OGi (Oscar Gonzalez, Structural Engineer), Johnson Consulting Engineers (John Frisbie, Electrical Engineer), Merrick & Associates (David Merrick, Mechanical Engineer), Snipes-Dye (Matt Kurtz, Civil Engineer) and Building Cost Group (Michael Teggins, Cost Estimating).

**Compensation for Programming Phase: 5% of Final Fee**

### **2. Schematic Design:**

1. Developed design of all systems and components including
  - a. Lord Architecture will provide all background drawings as required to complete the work described above. Some field measurements will be required to confirm the existing conditions of the Path of Travel and other existing conditions.
  - b. Complete preliminary architectural, grading, structural, electrical and mechanical plans per District contract requirements.
  - c. Electrical engineering includes power and low voltage systems, including fire alarm, site security, data, PA systems and telephone as required for the project.
  - d. Mechanical and Plumbing engineering includes changes to ductwork and HVAC units as required by modernization design.
  - e. Storm water from the roof drains is to be diverted into localized sumps only.
  - f. Complete a Update Project Schedule.
  - g. Meet with the District and site administration staff to determine the desired program and location of the new parking lot and building additions.
  - h. Make a presentation to the site, the District and the users.

**Compensation for Design Development Phase: 10% of Final Fee**

### **3. Design Development Phase:**

1. Developed design of all systems and components including:
  - a. Architectural, Structural, Mechanical, Electrical, Fire Sprinkler Design and Civil recommendations.

- b. Site utility connections for all new buildings.
  - c. Site Path of Travel identification.
  - d. Coordination with other related disciplines.
2. Provide preliminary Book Specifications with District provided General Conditions.
  3. Update of the construction estimate.

**Compensation for Design Development Phase: \_\_\_\_\_ 10% of Final Fee**

**4. Construction Document Phase:**

- A. Final design of all systems and components for the building designs:
  - a. Electrical upgrades as required for power and low voltage systems.
  - b. Coordination with other related disciplines.
- B. Working drawings and construction details per District Design Services Agreement.
- C. Final Book Specifications with District provided General Conditions.
- C. Update of construction estimate. Configure bid documents to keep project within estimated maximum allowable contract cost (MACC).

**Compensation for Construction Documents Phase: \_\_\_\_\_ 40% of Final Fee**

**5. DSA Submittal & Approval:**

- A. Complete all forms and schedule DSA submittal appointment.
- B. Receive check for DSA submittal from District and submit prior to electronic submittal. Submit drawings to DSA for review and approval.
- C. Complete all back-check items for approval and permitting.

**Compensation for DSA Approval Phase: \_\_\_\_\_ 5% of Final Fee**

**6. Bidding Phase:**

- A. Attend pre-bid conference.
- B. Respond to questions by prospective bidders and subcontractors.
- C. Issue addendum(s) as may be appropriate and submit to DSA for review and approval.
- D. Review bids received and make recommendations to Owner for award of applicable items.

**Compensation for DSA Approval Phase and Bidding: \_\_\_\_\_ 5% of Final Fee**

**7. Construction Administration Phase:**

- A. Review and approve DSA Form 5 for Project Inspector (IOR) and coordinate with IOR during construction.
- B. Attend District scheduled pre-construction meeting.
- C. Attend weekly construction meetings, write and distribute meeting minutes.
- D. Review all RFI's and submittals.
- F. Review and issue instructions to the Contractor regarding RFI's, Field Directives, Construction Change Directives (CCD) and Changes Order requests. Submit all changes to DSA as required for their approvals.

**Compensation for Construction Administration: \_\_\_\_\_ 20% of Final Fee**

**8. DSA Project Close-Out Phase:**

- A. Prepare Close-out documents, including processing of all CCD’s, Change Order Proposals, Change Orders, special inspection reports and Final Verified Reports. Coordinate with the IOR, the Contractor and the District.
- B. Submit all documents to DSA for processing and approval.
- C. Coordinate all required final documentation required by DSA for Certification.

**Compensation for Project Close-out: \_\_\_\_\_ 5% of Final Fee**

**Total Fee based on sliding scale and costs identified above:  
 (Fee will be adjusted when scope and budget have been further defined.)**

**La Mirada Elementary School CDC + UTK (Estimated at \$8,700,000)**

**Approximate Subtotal at 9.75% Fee \$850,000.00**

**Willow Elementary School UTK (Estimated at \$3,500,000)**

**Approximate Subtotal at 8.57% Fee \$300,000.00**

**D. Ocean View Hills Elementary School UTK (Estimated at \$3,500,000)**

**Approximate Subtotal at 8.57% Fee \$300,000.00**

Reimbursables

    Printing \$1,000.00

**Total Approximate Fee for this Proposal \$1,451,000.00**

**Items not included in Fees listed above:**

- A. Full-time, on-site inspection
- B. Site survey and construction control benchmarks
- C. Wetlands investigation or biological assessment
- D. Subsurface exploration and excavations for verification of existing utilities
- E. Traffic Study
- F. Permit and Plan Check fees assessed by permit authorities. (DSA, CV Fire Dept., Health Dept.)

**ADDITIONAL SERVICES**

During the course of performing our basic services, we can provide additional services that are beyond the scope of work covered by our basic services. These additional services will only be performed when authorized by the Owner. The following is a list of potential additional services that you may wish us to perform at your option.

1. Revise previously approved drawings or documents if the School District requests a change in scope to the project.
2. Attending meetings beyond those stipulated under Basic Services, when requested by the School District, shall be performed as an additional service.
3. Prepare in-house study models, 3-D sketch renderings and/or computer generated 3-D presentation illustrations.
4. Coordinate the efforts of special consultants hired directly by the Owner.

5. At the option of the District, the Architect shall hire consultants or engineers to provide extra services beyond those covered as part of the basic services. Such consultants and engineers shall include, but are not limited to, environmental consultants, communications consultants, kitchen designers, professional illustrators and professional model builders. The services of such consultants and engineers shall be furnished as an additional service.
6. If the District hires any consultants or engineers not listed in the services above, any work the Architect performs to coordinate or support their efforts shall be performed as an additional service.
7. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice shall be performed as an additional service.
8. Public Improvement Plans (Off-Site)

### PROPOSED COMPENSATION

#### Compensation for Hourly Services

Additional services as listed in this proposal shall only be performed if authorized by the Owner. Fees for the additional service work shall be determined by negotiated lump sums or by the actual hours worked and the hourly rates of the professionals involved. Hourly rates for additional service work performed by the staff of **Lord Architecture Inc.** during the 2022-2023 calendar year are as follows:

Principal Architect.....	\$195.00/hour
Project Architect / Associate Architect .....	\$165.00/hour
Project Manager .....	\$150.00/hour
Job Captain .....	\$115.00/hour
Draftsperson.....	\$110.00/hour
Clerical .....	\$85.00/hour

We hope that this proposal is in line with your expectations. If you have any questions or require clarifications, please do not hesitate to call me.

### REIMBURSABLE EXPENSES

During the course of performing our basic services, we will incur expenses related to those efforts. An additional allowance of **\$1,000.00 as listed** is requested for reimbursable expenses during the project for scanning of printed documents and printing of multiple copies required for reviews, expedited delivery or other similar out of pocket expenses.

#### Compensation for Reimbursable Expenses

Scanning, Printing, Reproduction, Photographs, Government Documents, Special Postage and Delivery Fees.....Cost plus 5%

Mileage .....No charge for mileage within San Diego County

We hope that this proposal is in line with your expectations. If you have any questions or require clarifications, please do not hesitate to call me.

Sincerely,



Katherine I. Lord  
Principal, AIA, LEED AP

CC: J. Dyke, B. Lord, File

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Human Resources  
Linda Olea, Executive Director

Informational  
 Action

**AGENDA ITEM:** PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION’S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL  
DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

---

**BACKGROUND INFORMATION:**

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the California School Employees Association’s initial (“sunshine”) proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public-school employer.

Under the provisions of the current contract between the Board of Education and the California School Employees Association, it is now appropriate for the Board to offer public comment on the California School Employees Association’s initial (“sunshine”) proposal for the sole purpose of successor negotiations for the collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

This initial proposal is subject to the California School Employees Association’s ratification procedure.

**RECOMMENDATION:**

Accept the initial proposals of the California School Employees Association to open the collective bargaining agreement with the San Ysidro School District for successor negotiations and make and approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial (“sunshine”) proposal to the contract between California School Employees Association and the Board of Education consisting of the following initial topics:

ARTICLE 1. TERM OF AGREEMENT AND SIGNATORY PAGE  
ARTICLE 2. RECOGNITION  
ARTICLE 3. CSEA ORGANIZATIONAL RIGHTS

---

- ARTICLE 4. NON-DISCRIMINATION
- ARTICLE 6. LEAVES
- ARTICLE 9. EVALUATION PROCEDURES AND PERSONNEL FILES
- ARTICLE 11. VACATION PLAN
- ARTICLE 12. HOLIDAYS
- ARTICLE 13. HOURS OF EMPLOYMENT
- ARTICLE 14. WAGES AND FRINGE BENEFITS
- ARTICLE 15. CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS
- APPENDIX A. CLASSIFICATION TABLE
- APPENDIX C. EVALUATION
- New APPENDIX G

and

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial (“sunshine”) proposal and said public hearing to be held on and be open to public comment at the Board of Education meeting on November 10, 2022.

---

**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 #

N/A

(Amount)

--

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No



# California School Employees Association

6341 Nancy Ridge Drive  
San Diego, CA 92121

(858) 458-0300  
(800) 675-9939

[www.csea.com](http://www.csea.com)

Adam Weinberger  
*Association President*

Keith Pace  
*Executive Director*

*Member of the AFL-CIO*

*The nation's largest  
independent classified  
employee association*



November 2, 2022

## **Via Electronic Mail**

[linda.olea@sydschools.org](mailto:linda.olea@sydschools.org)

Linda Olea, Executive Director of Human Resources  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

## **Re: Sunshine Proposals for 2022-2025 Successor Negotiations**

Dear Ms. Olea,

California School Employees Association and its San Ysidro Chapter 154 (hereinafter "CSEA") propose the following for the 2022-2025 collective bargaining agreement (hereinafter "CBA") Successor Negotiations with San Ysidro School District (hereinafter "District"):

### **ARTICLE 1. TERM OF AGREEMENT AND SIGNATORY PAGE**

- CSEA would like to negotiate a new 3-year term for its CBA.

### **ARTICLE 2. RECOGNITION**

- CSEA would like to negotiate the inclusion of newly established classifications into the CBA.

### **ARTICLE 3. CSEA ORGANIZATIONAL RIGHTS**

- CSEA would like to negotiate 100% release time for its Chapter President.
- CSEA would like to negotiate an improved structure for new employee orientation.
- CSEA would like to negotiate a workspace for CSEA business.
- CSEA would like to negotiate release time for the CSEA bargaining team to prepare and review proposals.

### **ARTICLE 5. NON-DISCRIMINATION**

- CSEA would like to negotiate rights to Interactive Process Meetings upon request from its members.
- CSEA would like to negotiate rights to representation for Interactive Process Meetings into the CBA.

### **ARTICLE 6. LEAVES**

- CSEA would like to negotiate leave deductions by hourly increments.
- CSEA would like to negotiate language that modernizing Family Care Medical Leave.
- CSEA would like to negotiate improved Catastrophic Leave language.

**ARTICLE 9. EVALUATION PROCEDURES AND PERSONNEL FILES**

- CSEA would like to negotiate language to improve evaluation procedures.
- CSEA would like to negotiate non-binding feedback evaluations of its member's supervisors.

**ARTICLE 11. VACATION PLAN**

- CSEA would like to negotiate more opportunities to put in for vacation time that is accrued.
- CSEA would like to negotiate language that allows for its member to cash-out accrued vacation.

**ARTICLE 12. HOLIDAYS**

- CSEA would like to negotiate Juneteenth into the CBA for its members.

**ARTICLE 13. HOURS OF EMPLOYMENT**

- CSEA would like to negotiate language that no CSEA unit member have less than 3.75 FTE.
- CSEA would like to negotiate two-hour minimum pay when doing field trips.
- CSEA would like to negotiate 12-months work-year calendar for all Bus Drivers.
- CSEA would like to negotiate additional in-service trainings for CSEA unit members working with Special Education students.
- CSEA would like to negotiate Instructional Aide support during all Bus Rides.

**ARTICLE 14. WAGES AND FRINGE BENEFITS**

- CSEA would like to negotiate a fair and equitable salary increase.
- CSEA would like to negotiate a fair and equitable increase in health and welfare benefits.
- CSEA would like to negotiate a 10-year longevity for its members.
- CSEA would like to negotiate 5 aprons a year for members working in the Child Nutrition Services department.
- CSEA would like to negotiate for the District to provide safe serve certification for CSEA unit members at no cost to unit members working in the Child Nutrition Services department.
- CSEA would like to negotiate a perfect attendance stipend for its members.
- CSEA would like to negotiate an educational incentive.

**ARTICLE 15. CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS**

- CSEA would like to negotiate improved language for reclassifications.

**ARTICLE 16. LAYOFF AND REEMPLOYMENT**

- CSEA would like to negotiate a March 15<sup>th</sup> deadline for layoffs for CSEA members.

**APPENDIX A. CLASSIFICATION TABLE**

- CSEA would like to negotiate an increase pay for Bus Drivers

**APPENDIX C. EVALUATION FORM**

- CSEA would like to negotiate improvements to the evaluation form

**New Appendix: Appendix G**

- CSEA would like to negotiate a Personnel Description Questionnaire (PDQ) to assist the reclassification process.

**CSEA reserves the right to add to, delete, modify, amend, or otherwise revise its proposals until a complete tentative agreement has been reached.**

It is CSEA's expectation that the proposal will be sunshined at the next appropriate San Ysidro School District School Board meeting. If there are any questions, please do not hesitate to contact me at (858) 202-2624 or aalvarez@csea.com.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Alfredo Alvarez  
Labor Relations Representative

AA/cd

Cc: Maria Rios, Chapter President; Mark Reagles, Regional Representative 52; Troy Johnson, Area K Director; Michael Breyette, Field Director; Chapter 154 File

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Human Resources  Informational  
Linda Olea, Executive Director  Action

**AGENDA ITEM:** CLOSE PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION’S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

---

**BACKGROUND INFORMATION:**

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on November 10, 2022. This initial proposal is subject to the California School Employees Association’s ratification procedure.

**RECOMMENDATION:**

Close Public Hearing for the California School Employees Association to open Article 1, Article 2, Article 3, Article 5, Article 6, Article 9, Article 11, Article 12, Article 13, Article 14, Article 15, Article 16, Appendix A, Appendix C, New Appendix G with the San Ysidro School District for successor negotiations.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #1: Student Achievement – 1.5 Staffing

---

Renewal     New     Amendment     Ratify     Other

Financial Implications?

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

Requisition #

Yes     No

Yes     No

N/A

(Amount)

--

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Human Resources  
Linda Olea, Executive Director

Informational  
 Action

**AGENDA ITEM:** PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S INITIAL PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUCCESSOR CONTRACT NEGOTIATIONS

---

**BACKGROUND INFORMATION:**

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the California School Employees Association’s initial (“sunshine”) proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public-school employer.

Under the provisions of the current contract between the Board of Education and the California School Employees Association, it is now appropriate for the Board to offer public comment on the California School Employees Association’s initial (“sunshine”) proposal for the sole purpose of successor negotiations for the collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

This initial proposal is subject to the California School Employees Association’s ratification procedure.

**RECOMMENDATION:**

Accept the initial proposals of the California School Employees Association to open the collective bargaining agreement with the San Ysidro School District for successor negotiations and make and approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial (“sunshine”) proposal to the contract between California School Employees Association and the Board of Education consisting of the following initial topics:

ARTICLE 9. EVALUATION PROCEDURES AND PERSONNEL FILES

ARTICLE 11. VACATION PLAN

ARTICLE 13. HOURS OF EMPLOYMENT

and

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial (“sunshine”) proposal and said public hearing to be held on and be open to public comment at the Board of Education meeting on November 10, 2022.

---

**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 #

N/A

(Amount)

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No



GOVERNING BOARD

Rudy Lopez, President

Rosaleah Pallasigue, Vice-President

Irene Lopez, Clerk

Antonio Martinez, Member

Zenaida Rosario, Member

Quality education and opportunity for all students to succeed

**San Ysidro School District's  
Initial Sunshine Proposal to  
California School Employees Association  
and its San Ysidro Chapter 154  
November 7, 2022**

San Ysidro School District ("District") proposes the following for the 2022-2025 collective bargaining agreement successor negotiations with California School Employees Association and its San Ysidro Chapter 154.

**Article 9 - Evaluation Procedures and Personnel Files**

The district would like to create a committee to revise the evaluation form and include a growth plan.

**Article 11 - Vacation Plan**

The district would like to expand the language on vacation scheduling.

**Article 13 - Hours of Employment**

The district would like to include the out of class language agreed to in the memorandum of understanding created in 2021/2022.

The District reserves the right to add, delete, modify, amend, or otherwise revise its proposals until a complete tentative agreement has been reached.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Human Resources  
Linda Olea, Executive Director

Informational  
 Action

**AGENDA ITEM:** CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S INITIAL PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUCCESSOR CONTRACT NEGOTIATIONS

---

**BACKGROUND INFORMATION:**

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on November 10, 2022.

**RECOMMENDATION:**

Close Public Hearing for the San Ysidro School District to open Article 9, Article 11, and Article 13 with the California School Employees Association for successor negotiations.

---

**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 #

N/A

(Amount)

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Human Resources  
Linda Olea, Executive Director

Informational  
 Action

**AGENDA ITEM:** REASSIGNMENT OF ADMINISTRATIVE SECRETARY III

---

**BACKGROUND INFORMATION:**

Administration recommends the reassignment of the following Administrative Secretary III:

Yadira P. Diaz

**RECOMMENDATION:**

Approve the reassignment of Yadira P. Diaz from Administrative Secretary III to Personnel Technician, effective upon approval by the Governing Board and ratification by CSEA.

---

**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 #

--

\$10,000

(Amount)

General

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT  
and  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its  
CHAPTER # 154**

**Memorandum of Understanding  
Regarding Reassignment of Unit Member 308-497**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the San Ysidro School District (hereinafter, "District") and the California School Employees Association and its Chapter #154 (hereinafter, "CSEA").

**WHEREAS**, the parties have come together to negotiate the impacts of the proposed reassignment of unit member 308-497 within the classified bargaining unit to a Confidential position.

**WHEREAS**, the employee 308-497 has been in the classified bargaining unit since 2015 as an Administrative Secretary III.

**WHEREAS**, the parties have agreed that employee 308-497 shall maintain her right to bump back into the classified bargaining unit position of Administrative Secretary III, or an equivalent position, shall the Confidential position be laid off or terminated for any other reason.

**WHEREAS**, the parties have agreed that the right to bump back into the bargaining unit shall apply to employee 308-497.

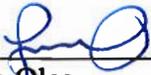
**WHEREAS**, the parties have agreed that upon employee 308-497 vacating her Confidential position, the position of Administrative Secretary III within the Human Resources department in the CSEA bargaining unit shall be reinstated.

**THEREFORE, IT IS AGREED THAT:**

1. The reassignment of employee 308-497 from the classified bargaining unit to the Confidential position of Personnel Technician shall be implemented effective upon approval by the Governing Board and ratification by CSEA.
2. This agreement is non-precedent setting and nothing in this agreement is intended to establish a past practice.

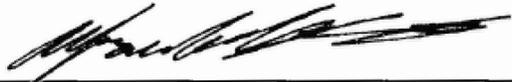
Signed this 1st day of November 2022.

**DISTRICT:**

  
\_\_\_\_\_  
Linda Olea  
Executive Director of Human Resources  
San Ysidro School District

**CSEA:**

  
\_\_\_\_\_  
Fernanda Rios  
CSEA Chapter President, San Ysidro #154

  
\_\_\_\_\_  
Alfredo Alvarez  
CSEA, Labor Relations Representative

# **CURRICULUM & INSTRUCTION**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Ocean View Hills Elementary  
Erika Meza, Principal

Informational  
 Action

**AGENDA ITEM:** LICENSE RENEWAL OF THE IXL MATH AND LANGUAGE ARTS PROGRAMS FROM IXL LEARNING

---

**BACKGROUND INFORMATION:**

IXL is personalized learning online program with comprehensive K-12 curriculum, individualized guidance, and real-time analytics and it meets the unique needs of each learner. Research of this program indicates that schools using IXL outperforms schools using any other method.

*IXL Math:* Students using this program will gain fluency and confidence in Math, as it helps students master essential skills at their own pace through fun and interactive questions, built in support and motivating awards.

*IXL Language Arts:* From phonics and reading comprehension to writing strategies and more, IXL helps learners develop the communication skills needed for success in school, college, and career.

The Principal at Ocean View Hills School is requesting approval to renew the IXL Math and Language Arts programs as supplemental learning tools during the 2022-23 school year.

Agreement includes a total of 375 licenses distributed as follows:

- 25 licenses for English Language Arts and Math for 4<sup>th</sup> grade students
- 225 licenses for Math for 1<sup>st</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grade students
- 50 licenses in Spanish for 1<sup>st</sup> grade

**RECOMMENDATION:**

Approve/Ratify the license renewal of the IXL Math and Language Arts programs from IXL Learning for Ocean View Hills School at the total cost of \$3,363.00 from the Title I fund.

---

**LCAP GOAL AND ACTION/SERVICE:**

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

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

Financial Implications?

Yes    No

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

Yes    No

Requisition #

\$3,363.00

(Amount)

Title I fund

(Name of funding source and/or location)

---

Recommended for:    Approval    Denial   Certification Requested    Yes    No



# RENEWAL QUOTE

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

QUOTE # 3180469-2022-002  
 DATE: AUGUST 22, 2022

**TO:**  
 Silvia Stupegia  
 Ocean View Hills School  
 4919 DEL SOL BLVD  
 SAN DIEGO, CA 92154

**COMMENTS OR SPECIAL INSTRUCTIONS**

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Amanda Palumbo	A20-3180469	October 11, 2022 – October 11, 2023	September 22, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 250 students, including: Math/ELA in grade 4: 25 students Subjects: Math and ELA	\$425.00	\$425.00
1	Grades 1, 4-5: 225 students Subject: Math	\$2,588.00	\$2,588.00
1	IXL Spanish for 50 students  <i>K-8 math licenses include complimentary access to IXL's universal screener</i>  <i>Unlimited instructor accounts included</i>	\$350.00	\$350.00
SUBTOTAL			\$3,363.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$3,363.00

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 3180469-2022-002. For international accounts, we can accept wire transfers for an additional fee.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

**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 Novem 10, 2022, Board meeting:

- 20<sup>th</sup> Annual Early Years Conference 2023 ~ Power To The Professional: P-3
- ACSA Leadership Summit
- California School Public Relation Association (CalSPRA) Conference 20223
- LCAP – From Accountability to Compliance Webinar Series
- The 2022 Annual Summit on Student Engagement and Attendance
- The Trauma-Informed School

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

**\$14,820.00**

(Amount)

General, CSPP, Head Start, Special Education Funds  
and the Homeless Children Education Grant

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Professional Development Backup Information – November 10, 2022**

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Lorena Varela-Reed Nancy Serrano, Claudia Uribe, ----- Ana Sepulveda, Begonia Hidalgo, Belinda Meza, Cecilia Cruz, Claudia Kim, Erika Aleman, Erika Lopez, Ernestina Lopez, Esmeralda Morales, Gladys Lopez, Ilzeth Soler, Jihan Garcia, Karla Tapia, Laura Lizardi, Luz Corona, Ruth Gallegos, Sally Baez Cervantes, Victoria Boone,  Carmen Romero, Charleen Lopez, Eva Arcadia, Jazmin Aramburo, Matilde Diaz, Melissa Aleman, Sandra Ferguson,  Karla Vazquez	20 <sup>th</sup> Annual Early Years Conference 2023 ~ Power To The Professional: P- 3		March 10, 2023  -----  March 11, 2023	\$3,480.00	CSPP, Head Start & Special Ed. Funds
Manuel Bojorquez, Alma English, Cynthia Monreal Gonzalez, Russell Little, Erika Meza, Maria Connie Rodriguez, Vikki Viramontes- Castorena, Marlo Vasquez	ACSA Leadership Summit	San Diego	November 2-5, 2022	\$10,000.00  (Registration, meal reimbursements & parking)	General Fund

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Francisco Mata	California School Public Relation Association (CalSPRA) Conference 20223	San Diego	March 1-4, 2023	\$750.00  (Registration & meal reimbursement)	General Fund
Dr. Jose Iniguez	LCAP – From Accountability to Compliance Webinar Series	San Diego, CA Webinar	December 6 & 8, 2022	\$275.00	General Fund
Russell Little, Veronica Medina, Maida Gonzalez, Alejandro Valencia, Marisela Gonzalez, Darlene Herbet, Adriana Garcia, Nirvana Bustos, Marlo Vasquez, Karla Garcia, Letty Fabian, Maria Mendez, Brianna Minton, Edith Arciga, Alan Garcia	The 2022 Annual Summit on Student Engagement and Attendance	San Diego	December 7, 2022	\$315.00  (Mileage)	Homeless Children Education Grant
Marcos Mendoza, Jaime Rodriguez, Eva Gonzalez, Angelica Jaimes	The Trauma-Informed School	National City	January 24, 2023	\$0	N/A

**BUSINESS**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** PURCHASING REPORT

---

**BACKGROUND INFORMATION:**

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #4 (October 1, 2022 through October 31, 2022):   ▪   General Fund: 0000009249-0000009277, 0000009279-0000009309, 0000009311, 0000009313-0000009350   ▪   Child Development Fund   ▪   0000009312   ▪   Child Nutrition Fund   ▪   0000009378, 0000009310   ▪   Building Measure U Fund: 0000009248.

**RECOMMENDATION:**

Approve/Ratify the following purchase orders incurred by the District during the period October 1, 2022 through October 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 #

\$2,134,155.44

(Amount)

As listed above

(Name of funding source and/or location)

---

Recommended for:    Approval    Denial   Certification Requested    Yes    No

## PURCHASE ORDER REPORT (10/01/22 - 10/31/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/4/2022	0000009249	0000000338	MAXIM HEALTHCARE SERVICES, INC	PROFESSIONAL SERVICES	0100	3213000	5800010	054	500,000.00
10/5/2022	0000009250	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	335.90
10/5/2022	0000009251	003934	ANYTIME SIGN SOLUTION, INC	CONTRACTED SERVICES	0100	8150000	4300007	070	1,359.27
10/6/2022	0000009252	003529	WESTERN GRAPHIX	TRANSPORTATION SUPPLIES	0100	0982000	4300011	074	1,599.61
10/6/2022	0000009253	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	1,353.23
10/6/2022	0000009254	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	3,747.97
10/6/2022	0000009255	0000000829	FOUNDATION BUILDING MATERIALS LLC	MAINTENACE SUPPLIES	0100	8150000	4300007	070	3,000.00
10/7/2022	0000009256	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	437.27
10/7/2022	0000009257	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	016	62.24
10/7/2022	0000009258	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	050	422.32
10/7/2022	0000009259	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0982000	4300011	074	77.98
10/7/2022	0000009260	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	2,657.89
10/7/2022	0000009261	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	3,891.47
10/7/2022	0000009262	0000000909	BRAININGCAMP, LLC	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	022	650.00
10/7/2022	0000009263	001671	NORTH COUNTY EDUCATIONAL	DUES & MEMBERSHIPS	0100	0000000	5300000	071	400.00
10/7/2022	0000009264	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	642.71
10/7/2022	0000009265	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	597.99
10/7/2022	0000009266	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	2,825.96
10/7/2022	0000009267	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	164.87
10/7/2022	0000009268	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	062	214.17
10/7/2022	0000009269	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	24.77
10/10/2022	0000009270	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	5630000	4300001	050	1,281.19
10/10/2022	0000009271	0000000880	MOBILE MINI INC.	MAINTENANCE EQUIPMENT	0100	3213000	4400000	010	27,788.73
10/10/2022	0000009272	000012	CULVER-NEWLIN INC.	OFFICE EQUIPMENT	0100	3212000	4300000	010	9,984.18
10/10/2022	0000009273	0000000393	NAUMANN HOBBS MATERIAL	CONTRACTED SERVICES	0100	8150000	5600005	070	1,800.00
10/11/2022	0000009274	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	2,357.86
10/11/2022	0000009275	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	3,015.92
10/11/2022	0000009276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	204.22
10/11/2022	0000009277	003311	SAN DIEGO COUNTY SUPERINTENDEN	CONTRACTED SERVICES	0100	0000000	5800010	064	10,000.00
10/11/2022	0000009279	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	018	112.99
10/11/2022	0000009280	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	968.74
10/12/2022	0000009281	0000000810	CANNON SPORTS, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	468.71
10/12/2022	0000009282	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	0100	8150000	5600005	070	2,719.88
10/12/2022	0000009283	0000000839	THE SPEECH PATHOLOGY GROUP, INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	373,944.48
10/12/2022	0000009284	0000000089	BMR HEALTH SERVICES, INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	236,160.00
10/12/2022	0000009285	0000000794	THE STEPPING STONE GROUP	PROFESSIONAL SERVICES	0100	6500000	5800010	054	123,278.00
10/12/2022	0000009286	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0982000	4300011	074	144.19
10/12/2022	0000009287	000809	OFFICE DEPOT	INSTRUCTIONAL EQUIPEMENT	0100	3213000	4300002	067	45,135.71
10/12/2022	0000009288	004598	DELL TECHNOLOGIES INC.	TECHNOLOGY EQUIPMENT	0100	3213000	4400000	067	93,859.17
10/12/2022	0000009289	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	859.65

## PURCHASE ORDER REPORT (10/01/22 - 10/31/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/12/2022	000009290	003377	SOUTHWEST SCHOOL & OFFICE	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	765.46
10/12/2022	000009291	0000000032	CORODATA RECORDS MANAGEMENT, INC.	OFFICE SUPPLIES	0100	0000000	4300000	050	164.32
10/13/2022	000009292	004185	B&H PHOTO,VIDEO	TECHNOLOGY EQUIPMENT	0100	3213000	4400000	067	7,012.89
10/13/2022	000009293	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	438.17
10/13/2022	000009294	0000000910	SMASH MY TRASH	CONTRACTED SERVICES	0100	8150000	5600005	070	85.00
10/13/2022	000009295	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	149.98
10/13/2022	000009296	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	8,745.70
10/13/2022	000009296	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	3,020.00
10/13/2022	000009297	0000000914	CALIFORNIA ASSOCIATION OF BOND OVERSIGHT	REGISTRATION FEES	0100	0000000	5200003	071	100.00
10/13/2022	000009298	002722	YMCA OF SAN DIEGO COUNTY	PROFESSIONAL SERVICES	0100	9065005	5800010	061	127,723.70
10/13/2022	000009299	0000000559	OTAY COMMUNICATIONS LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	1,000.00
10/13/2022	000009300	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	1,677.94
10/13/2022	000009301	004678	AMAZON.COM, INC.	LIBRARY SUPPLIES	0100	0000000	4300001	025	420.50
10/13/2022	000009302	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	0100	8150000	5600005	070	1,892.92
10/13/2022	000009303	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	74.24
10/14/2022	000009304	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	5630000	4300001	050	53.88
10/14/2022	000009304	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	8150000	4300011	070	53.88
10/14/2022	000009305	004556	DASH MEDICAL GLOVE INC.	MEDICAL SUPPLIES	0100	5640000	4300010	054	5,237.51
10/17/2022	000009306	0000000913	THE EXIT LIGHT CO., INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,456.70
10/17/2022	000009307	0000000495	CROWN AWARDS	OFFICE INCENTIVES	0100	0000000	4300011	064	4,124.66
10/17/2022	000009308	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	020	939.21
10/17/2022	000009309	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000000	4300019	061	696.07
10/19/2022	000009311	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	313.34
10/20/2022	000009313	0000000255	KELLY SPICERS STORES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	1,615.93
10/21/2022	000009314	0000000644	TRANSFINDER CORPORATION	CONTRACTED SERVICES	0100	0982000	5800006	074	5,500.00
10/21/2022	000009315	000140	SAM & ROSE STEIN EDUCATION	PROFESSIONAL SERVICES	0100	6500000	5800009	054	122,630.00
10/21/2022	000009316	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0982000	4300015	074	1,000.00
10/21/2022	000009317	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	5600005	070	685.00
10/21/2022	000009318	002032	ASELTINE SCHOOL	PROFESSIONAL SERVICES	0100	6500000	5800010	054	50,471.00
10/21/2022	000009319	000691	THE INSTITUTE FOR EFFECTIVE	PROFESSIONAL SERVICES	0100	6500000	5800010	054	160,000.00
10/21/2022	000009320	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	064	1,000.00
10/21/2022	000009321	000044	QUILL CORP.	TECHNOLOGY EQUIPMENT	0100	3213000	4400000	067	27,845.37
10/21/2022	000009322	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	025	5,482.00
10/21/2022	000009323	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	281.61
10/21/2022	000009324	003099	PARENT INSTITUTE FOR QUALITY	PROFESSIONAL SERVICES	0100	3010004	5800010	020	1,500.00
10/24/2022	000009325	004678	AMAZON.COM, INC.	MAINTENANCE MATERIAL	0100	0000000	4300001	024	1,078.91
10/24/2022	000009326	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	024	2,208.43
10/24/2022	000009327	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	762.73
10/24/2022	000009328	002187	APPLE INC	TECHNOLOGY EQUIPMENT	0100	6500000	4300011	054	342.65
10/24/2022	000009328	002187	APPLE INC	TECHNOLOGY EQUIPMENT	0100	6500000	4400000	054	2,585.78

## PURCHASE ORDER REPORT (10/01/22 - 10/31/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/24/2022	0000009329	0000000468	NATIONAL ASSOCIATION FOR THE	REGISTRATION FEES	0100	5630000	5200003	050	749.00
10/24/2022	0000009330	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	5200003	050	520.00
10/24/2022	0000009331	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	054	7,569.82
10/25/2022	0000009332	0000000315	ACSA FOUNDATION FOR EDUCATIONAL	REGUSTRAION FEES	0100	0000000	5200003	064	6,853.00
10/25/2022	0000009333	0000000845	MYBINDING LLC	PUBLICATION SUPPLIES	0100	0000000	4300050	073	246.26
10/25/2022	0000009334	001178	SAN DIEGO COUNTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	178.54
10/25/2022	0000009334	001178	SAN DIEGO COUNTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	178.54
10/25/2022	0000009335	0000000891	USI, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	012	364.00
10/25/2022	0000009336	0000000881	METEOR EDUCATION LLC	INSTRUCTIONAL MATERIAL	0100	3213000	4300001	010	3,835.17
10/26/2022	0000009337	0000000077	AZTEC CONTAINER	MAINTNENANCE EQUIPMENT	0100	3213000	4400000	010	19,395.00
10/26/2022	0000009338	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	654.57
10/26/2022	0000009339	0000000091	AVID CENTER	REGISTRATION FEES	0100	3010003	5200003	061	1,130.00
10/26/2022	0000009340	004598	DELL TECHNOLOGIES INC.	TECHNOLOGY EQUIPMENT	0100	3213000	4300002	067	12,633.84
10/27/2022	0000009341	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	3,780.00
10/27/2022	0000009342	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	219.56
10/28/2022	0000009343	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	783.61
10/28/2022	0000009344	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300000	050	1,583.94
10/28/2022	0000009345	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	210.16
10/31/2022	0000009346	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	8150000	5200003	070	275.00
10/31/2022	0000009347	000041	BEAR COMMUNICATIONS, INC	OFFICE EQUIPMENT	0100	0000000	4300001	024	2,527.39
10/31/2022	0000009348	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	585.32
10/31/2022	0000009349	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	5200003	050	60.00
10/31/2022	0000009350	004678	AMAZON.COM, INC.	MEDICAL SUPPLIES	0100	0000000	4300010	020	312.33
<b>Total for 0100</b>									<b>2,075,329.77</b>
10/19/2022	0000009312	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	538.64
<b>Total for 1200</b>									<b>538.64</b>
10/11/2022	0000009278	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	1300	5310000	6400000	085	30,683.03
10/19/2022	0000009310	0000000544	HEARTLAND SCHOOL SOLUTIONS	CONTRACTED SERVICES	1300	5310000	5800006	085	2,604.00
<b>Total for 1300</b>									<b>33,287.03</b>
10/4/2022	0000009248	0000000908	SAN DIEGO COUNTY TAXPAYERS ASSOCIATION	CONTRACTED SERVICES	2133	9010300	5800010	300	25,000.00
<b>Total for 2133</b>									<b>25,000.00</b>
<b>Grand Total</b>									<b>2,134,155.44</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** EXPENDITURE REPORT

---

**BACKGROUND INFORMATION:**

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

The following are expenditures incurred by the District during the period of October 1, 2022 through October 31, 2022 with checks #14-941257 through #14-951335 for a total expenditure of \$1,303,281.69 from the following sources:

General Fund - \$1,176,353.36  
Child Nutrition Services- \$116,721.27  
Child Development- \$3,732.06  
Building Fund Prop39-Measures U- \$6,475.00

**RECOMMENDATION:**

Approve/Ratify the expenditures incurred by the District during the period of October 1, 2022 through October 31, 2022 for a total expenditure of \$1,303,281.69. 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 #

\$1,303,281.69

(Amount)

Various (see above)

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

Expenditure Report  
10/1/22-10/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14941257	PATHWAY COMMUNICATIONS LTD	10/3/2022	6945.67	0100	TECHNOLOGY MATERIAL
14941258	WAXIE SANITARY SUPPLY	10/3/2022	11735.41	0100	CUSTODIAN SUPPLIES
14941259	LAKESHORE	10/3/2022	11690.00	0100	INSTRUCTIONAL SUPPLIES
14941261	AMAZON.COM, INC.	10/3/2022	678.59	0100	INSTRUCIONAL EQUIPMENT
14942297	MRC SMART TECHNOLOGY SOLUTIONS	10/6/2022	10291.78	0100	MAINTENANCE AGREEMENT
14942298	XEROX FINANCIAL SERVICES	10/6/2022	9274.25	0100	MAINTENANCE AGREEMENT
14942299	MARK KIRCHER	10/6/2022	61.75	0100	MILEAGE
14942300	NAUMANN HOBBS MATERIAL	10/6/2022	652.74	0100	CONTRACTED SERVICES
14942301	HORIZON DISTRIBUTORS	10/6/2022	337.86	0100	GROUND SUPPLIES
14942302	KARINA VICTORINO	10/6/2022	27.63	0100	MILEAGE
14942303	PARKHOUSE TIRE INC	10/6/2022	1806.74	0100	CONTRACTED SERVICES
14942304	MARIANNA ROCHIN	10/6/2022	15.62	0100	MILEAGE
14942306	RIVERSIDE ASSESSMENTS, LLC	10/6/2022	2108.56	0100	INSTRUCTIONAL SUPPLIES
14942307	TANYA KELLER	10/6/2022	1050.00	0100	PROFESSIONAL SERVICES
14942308	JOSE LEON	10/6/2022	87.00	0100	REIMBURSEMENT
14942309	OFFICE DEPOT	10/6/2022	313.44	0100	OFFICE SUPPLIES
14942310	EWING IRRIGATION	10/6/2022	2421.86	0100	GROUND SUPPLIES
14942311	A-Z BUS SALES, INC.	10/6/2022	279.56	0100	MECHANIC SUPPLIES
14942312	SMART & FINAL	10/6/2022	84.31	0100	REFRESHMENT
14942313	VERONICA MEDINA	10/6/2022	78.80	0100	REIMBURSEMENT
14942314	GALLAGHER BENEFIT SERVICES, INC	10/6/2022	470.90	0100	PROFESSIONAL SERVICES
14942315	CALIFORNIA FINANCIAL SERVICES	10/6/2022	10000.00	0100	PROFESSIONAL SERVICES
14943510	CAL PACIFIC TRUCK CENTER ,LLC	10/10/2022	13648.94	0100	CONTRACTED SERVICES
14943511	EMILY N STEWART CONSULTING	10/10/2022	5150.00	0100	CONTRACTED SERVICES
14943512	EMMA LANDCARE, INC	10/10/2022	5530.00	0100	CONTRACTED SERVICES
14943513	UC REGENTS	10/10/2022	1400.00	0100	REGISTRATION FEES
14943514	REPUBLIC SERVICES	10/10/2022	18683.27	0100	UTILITIES
14943515	APPLE INC	10/10/2022	1301.61	0100	OFFICE EQUIPMENT
14943516	SOUTHWEST SCHOOL & OFFICE	10/10/2022	320.23	0100	PUBLICATION SUPPLIES
14943517	ACE COOLING & FREEZING	10/10/2022	2677.31	0100	CONTRACTED SERVICES
14943518	BROADWAY AUTO GLASS	10/10/2022	335.50	0100	TRANSPORTATION SUPPLIES
14943519	BEST BEST & KRIEGER LLP	10/10/2022	16433.30	0100	LEGAL SERVICES
14944830	VECTOR USA	10/13/2022	8097.24	0100	PROFESSIONAL SERVICES

Expenditure Report  
10/1/22-10/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14944831	KEENAN & ASSOCIATES	10/13/2022	425.27	0100	REIMBURSEMENT
14944833	CROWN AWARDS	10/13/2022	8056.46	0100	OFFICE INCENTIVES
14944834	CAPITOL ADVISORS GROUP, LLC	10/13/2022	2000.00	0100	PROFESSIONAL SERVICES
14944835	EFRAIN IVAN MANRIQUEZ	10/13/2022	86.12	0100	MILEAGE
14944836	JOSEFINA VILLEGAS	10/13/2022	75.00	0100	MILEAGE
14944837	AMBER ELLIOTT	10/13/2022	44.25	0100	MILEAGE
14944838	MIGUEL ORTEGA	10/13/2022	43.75	0100	MILEAGE
14944839	AARDVARK ANT & PEST CONTROL INC.	10/13/2022	2217.00	0100	CONTRACTED SERVICES
14944840	ANIXTER INC.	10/13/2022	683.22	0100	MAINTENANCE SUPPLIES
14944842	MARIANNA ROCHIN	10/13/2022	48.75	0100	MILEAGE
14944843	HOOB THREAD ASSESSMENT CONSULTANTS L	10/13/2022	1939.50	0100	INSTRUCTIONAL MATERIAL
14944844	BorderLAN, Inc.	10/13/2022	27980.00	0100	CONTRACTED SERVICES
14944845	ACADEMIC SUPPLIER	10/13/2022	1905.71	0100	OFFICE SUPPLIES
14944846	MEGAN STONE DO, INC.	10/13/2022	500.00	0100	CONTRACTED SERVICES
14944847	T-MOBILE	10/13/2022	3291.30	0100	CONTRACTED SERVICES
14944848	USI, INC.	10/13/2022	364.00	0100	OFFICE SUPPLIES
14944849	DIXIELINE LUMBER CO	10/13/2022	7.81	0100	MAINTENANCE SUPPLIES
14944850	SAN DIEGO GAS & ELECTRIC	10/13/2022	122630.04	0100	UTILITIES
14944851	SCHOLASTIC , INC	10/13/2022	3369.12	0100	INSTRUCTIONAL SUPPLIES
14944852	COURTNEY TIRE SERVICE	10/13/2022	652.15	0100	CONTRACTED SERVICES
14944853	GRAINGER	10/13/2022	3930.60	0100	MAINTENANCE SUPPLIES
14944854	CURRICULUM ASSOC. INC.	10/13/2022	7920.00	0100	INSTRUCTIONAL MATERIAL
14944855	MONICA YRINEO	10/13/2022	43.75	0100	MILEAGE
14944857	REFRIGERATION SUPPLIES	10/13/2022	852.88	0100	MAINTENANCE SUPPLIES
14944860	CAROLINA HERNANDEZ	10/13/2022	17.00	0100	MILEAGE
14944861	ANITA GILLCHREST	10/13/2022	23.81	0100	MILEAGE
14944862	TURF STAR INC.	10/13/2022	5028.83	0100	GROUND SUPPLIES
14944863	RCP BLOCK & BRICK	10/13/2022	758.10	0100	GROUNDS SUPPLIES
14944865	CRISIS PREVENTION INSTITUTE	10/13/2022	7798.00	0100	REGISTRATION FEES
14944866	CALIFORNIA ELECTRIC SUPPLY	10/13/2022	764.21	0100	MAINTENANCE SUPPLIES
14944867	AT&T	10/13/2022	7289.81	0100	UTILITIES
14944868	MIRAMAR BOBCAT INC	10/13/2022	505.91	0100	CONTRACTED SERVICES
14944869	HD SUPPLY FACILITIES	10/13/2022	1218.00	0100	MAINTENANCE SUPPLIES

Expenditure Report  
10/1/22-10/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14944872	PEARSON	10/13/2022	11536.66	0100	INSTRUCTIONAL SUPPLIES
14944873	MICHAEL BAKER INTERNATIONAL	10/13/2022	6010.00	0100	PROFESSIONAL SERVICES
14944874	NCS PEARSON	10/13/2022	4131.93	0100	INSTRUCTIONAL SUPPLIES
14944875	SUPER DUPER PUBLICATION	10/13/2022	485.30	0100	INSTRUCTIONAL SUPPLIES
14944877	XEROX CORPORATION	10/13/2022	6059.08	0100	MAINTENANCE AGREEMENT
14944878	MARTIN SANCHEZ	10/13/2022	30.55	0100	REIMBURSEMENT
14946193	CORODATA RECORDS MANAGEMENT, INC.	10/17/2022	187.48	0100	CONTRACTED SERVICES
14946194	GIMKIT, INC	10/17/2022	1000.00	0100	INSTRUCTIONAL MATERIAL
14946195	SAN DIEGO GOLF CARTS, LLC	10/17/2022	48002.00	0100	MAINTENANCE EQUIPMENT
14946196	THERAPYTRAVELERS	10/17/2022	8330.00	0100	PROFESSIONAL SERVICES
14946197	IRMA GOMEZ VARGAS	10/17/2022	25.97	0100	REIMBURSEMENT
14946198	PARADIGM HEALTHCARE SERVICES	10/17/2022	500.00	0100	PROFESSIONAL SERVICES
14946200	REPUBLIC SERVICES	10/17/2022	1261.81	0100	UTILITIES
14946201	YMCA OF SAN DIEGO COUNTY	10/17/2022	85797.24	0100	CONTRACTED SERVICES
14946202	TEACHER SYNERGY LLC	10/17/2022	2400.00	0100	LICENSES
14947310	NAUMANN HOBBS MATERIAL	10/20/2022	319.96	0100	CONTRACTED SERVICES
14947311	SDSU RESEARCH FOUNDATION/NCUST	10/20/2022	8750.00	0100	PROFESSIONAL SERVICES
14947312	SMASH MY TRASH	10/20/2022	85.00	0100	CONTRACTED SERVICES
14947313	CITY TREASURER	10/20/2022	25324.15	0100	UTILITIES
14947314	LAKESHORE	10/20/2022	25975.23	0100	INSTRUCTIONAL SUPPLIES
14947315	PARRON-HALL	10/20/2022	2117.12	0100	OFFICE MATERIAL
14947316	ALPHA SMOG STATION	10/20/2022	332.00	0100	CONTRACTED SERVICES
14947317	TEAMTALK NETWORK	10/20/2022	397.80	0100	CONTRACTED SERVICES
14948841	MAXIM HEALTHCARE SERVICES, INC	10/24/2022	77640.25	0100	PROFESSIONAL SERVICES
14948842	DANNIS WOLIVER KELLEY	10/24/2022	600.00	0100	LEGAL SERVICES
14948843	PANERA BREAD COMPANY	10/24/2022	1043.35	0100	REFRESHMENTS
14948844	WALMART	10/24/2022	1288.91	0100	INSTRUCTIONAL SUPPLIES
14948845	BEST BUY	10/24/2022	249.99	0100	OFFICE SUPPLIES
14948846	SOUTH BAY COMMUNITY SERVICES	10/24/2022	28789.00	0100	PROFESSIONAL SERVICES
14949998	P.I.P.S.	10/26/2022	71426.33	0100	PROFESSIONAL SERVICES
14949999	BMR HEALTH SERVICES, INC	10/26/2022	74626.93	0100	PROFESSIONAL SERVICES
14950000	AMPLIFY EDUCATION INC.	10/26/2022	6897.02	0100	INSTRUCTIONAL SUPPLIES
14950002	WEX BANK	10/26/2022	6024.15	0100	VEHICLE GASOLINE

Expenditure Report  
10/1/22-10/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14950003	POWERSCHOOL GROUP LLC	10/26/2022	11167.85	0100	CONTRACTED SERVICES
14950004	THE STEPPING STONE GROUP	10/26/2022	18406.15	0100	PROFESSIONAL SERVICES
14950005	MAIDA GONSALES	10/26/2022	69.66	0100	REIMBURSEMENT
14950006	EDTHEORY LLC	10/26/2022	53628.00	0100	PROFESSIONAL SERVICES
14950007	THE SPEECH PATHOLOGY GROUP, INC	10/26/2022	55432.48	0100	PROFESSIONAL SERVICES
14950008	SELF & MATCH EDUCATION	10/26/2022	6700.00	0100	PROFESSIONAL SERVICES
14950009	EDITH ORTEGA	10/26/2022	159.00	0100	REIMBURSEMENT
14950010	LETICIA CUEVA	10/26/2022	200.00	0100	REIMBURSEMENT
14950011	KATIE BISAGA	10/26/2022	97.19	0100	REIMBURSEMENT
14950012	SAM & ROSE STEIN EDUCATION	10/26/2022	32717.83	0100	PROFESSIONAL SERVICES
14950013	STANDARD ELECTRONICS	10/26/2022	1722.97	0100	CONTRACTED SERVICES
14950014	THE INSTITUTE FOR EFFECTIVE	10/26/2022	12900.80	0100	PROFESSIONAL SERVICES
14950015	SOUTH BAY FENCE, INC.	10/26/2022	9143.94	0100	CONTRACTED SERVICES
14950016	OFFICE DEPOT	10/26/2022	3336.76	0100	OFFICE SUPPLIES
14950018	CALIFORNIA DEPT. OF JUSTICE	10/26/2022	539.00	0100	CONTRACTED SERVICES
14950019	NORTH COUNTY EDUCATIONAL	10/26/2022	400.00	0100	DUES & MEMBERSHIPS
14950020	ASELTINE SCHOOL	10/26/2022	9212.58	0100	PROFESSIONAL SERVICES
14950021	SMART & FINAL	10/26/2022	47.36	0100	REFRESHMENT
14950022	SAN DIEGO COUNTY SUPERINTENDEN	10/26/2022	10000.00	0100	CONTRACTED SERVICES
14950023	VERONICA MEDINA	10/26/2022	220.98	0100	REIMBURSEMENT
14950024	R&R CONTROLS INC	10/26/2022	1911.98	0100	MAINTENANCE SUPPLIES
14950025	RUSSELL SIGLER, INC	10/26/2022	749.51	0100	MAINTENANCE SUPPLIES
14950026	BEST BEST & KRIEGER LLP	10/26/2022	11765.70	0100	LEGAL FEES
14950027	MONTGOMERY HARDWARE CO.	10/26/2022	4141.07	0100	CONTRACTED SERVICES
14950028	FOLLETT SCHOOL SOLUTIONS,INC	10/26/2022	34853.62	0100	INSTRUCTIONAL SUPPLIES
14950029	ALBERTO CARLOS HERRERA	10/26/2022	989.15	0100	CONTRACTED SERVICES
14950030	ABA EDUCATION FOUNDATION	10/26/2022	673.60	0100	PROFESSIONAL SERVICES
14951319	ORANGE COUNTY DEPT. OF EDUCATION	10/31/2022	200.00	0100	REGISTRATION FEES
14951320	VECTOR USA	10/31/2022	8097.24	0100	PROFESSIONAL SERVICES
14951321	CAPITOL ADVISORS GROUP, LLC	10/31/2022	2000.00	0100	PROFESSIONAL SERVICES
14951322	AARDVARK ANT & PEST CONTROL INC.	10/31/2022	2217.00	0100	CONTRACTED SERVICES
14951323	BRAININGCAMP, LLC	10/31/2022	650.00	0100	INSTRUCTIONAL MATERIAL
14951324	LAKESHORE	10/31/2022	587.49	0100	INSTRUCTIONAL SUPPLIES

Expenditure Report  
10/1/22-10/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14951325	DUNN-EDWARDS CORP.	10/31/2022	182.38	0100	MAINTENANCE SUPPLIES
14951326	SCHOOL SPECIALTY	10/31/2022	4643.11	0100	INSTRUCTIONAL SUPPLIES
14951327	KONE INC	10/31/2022	968.74	0100	CONTRACTED SERVICES
14951328	WILLIAM V. MAC GILL & CO.	10/31/2022	422.32	0100	MEDICAL SUPPLIES
14951329	WESTAIR GASES & EQUIPMENT INC	10/31/2022	37.43	0100	EQUIPMENT RENTAL
14951331	ACE COOLING & FREEZING	10/31/2022	3808.35	0100	CONTRACTED SERVICES
14951332	SAN YSIDRO SCHOOL DISTRICT	10/31/2022	5047.49	0100	PCARD REPLENISH
14951333	TEAMTALK NETWORK	10/31/2022	397.80	0100	CONTRACTED SERVICES
14951334	TRANE U.S. INC	10/31/2022	1251.14	0100	MAINTENANCE SUPPLIES
14951335	TEACHER SYNERGY LLC	10/31/2022	550.26	0100	INSTRUCTIONAL SUPPLIES
<b>Total Fund 01</b>			<b>\$ 1,176,353.36</b>		
14951330	SOUTHWEST SCHOOL & OFFICE	10/31/2022	3732.06	1200	INSTRUCTIONAL SUPPLIES
<b>Total Fund 12</b>			<b>\$ 3,732.06</b>		
14944828	SELECTA INTERNATIONAL	10/13/2022	232.72	1300	CAFETERIA FOOD
14944829	ANA BUSH	10/13/2022	74.63	1300	MILEAGE
14944832	GOLD STAR FOODS	10/13/2022	53888.20	1300	CAFETERIA FOOD
14944841	EMS LINQ INC	10/13/2022	14500.00	1300	CONTRACTED SERVICES
14944856	HOLLANDIA DAIRY INC.	10/13/2022	21930.18	1300	CAFETERIA FOOD
14944858	P&R PAPER SUPPLY COMPANY, INC.	10/13/2022	5716.68	1300	CAFETERIA PAPER GOODS
14944859	OFFICE DEPOT	10/13/2022	1390.82	1300	OFFICE SUPPLIES
14944864	LLOYD PEST CONTROL CO.	10/13/2022	252.00	1300	CONTRACTED SERVICES
14944870	CALIFORNIA DEPARTMENT OF	10/13/2022	1091.10	1300	CONTRACTED SERVICES
14944871	ACE COOLING & FREEZING	10/13/2022	935.91	1300	CONTRACTED SERVICES
14944876	AMERICAN PRODUCE DISTRIBUTORS	10/13/2022	1324.24	1300	CAFETERIA FOOD
14946199	HOME DEPOT	10/17/2022	4670.78	1300	CAFETERIA SUPPLIES
14950001	HEARTLAND SCHOOL SOLUTIONS	10/26/2022	2604.00	1300	CONTRACTED SERVICES
14950017	ECONOMY RESTAURANT EQUIPMENT	10/26/2022	8110.01	1300	CAFETERIA EQUIPMENT
<b>Total Fund 13</b>			<b>\$ 116,721.27</b>		
14942305	TOM SILVA CONSULTING	10/6/2022	6475.00	2133	CONTRACTED SERVICES
<b>Fund 2133</b>			<b>\$ 6,475.00</b>		
Grand total			1,303,281.69		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

---

**BACKGROUND INFORMATION:**

Pursuant to Education Code Section 17604 and 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**

**November 10, 2022**

	<b>Vendor</b>	<b>Description</b>	<b>Estimated Amount</b>	<b>Funding Source</b>	<b>Administrator</b>
1	Allstate Security Services, Inc.	Provide security services on an "as needed" basis. (2022-23)	\$20,000.00	General	Adrianzen/Iniguez
2	Aztec Fire & Safety Inc.	Install an Ansul Fire Suppression System at La Mirada and Smythe Schools. (2022-23)	\$15,900.00	Routine Restricted Maintenance Account	Adrianzen/Iniguez
3	Document Tracking Services	One year license to DTS to ensure accountability is met. (2022-23)	\$2,500.00	General	Gonzalez
4	Music Therapy Center of California	Provide music therapy to students in need. (2022-2023)	\$4,000.00	Special Education	Gonzalez/Madera
5	Notable, Inc.	Provide license to Kami online whiteboard 1-year subscription. (2022-23)	\$99.00	ESSER III	Gonzalez/English
6	Perfection on Wheels Bicycle Stunt Team	Provide an educational and motivational performances to students at Willow School. (2022-23)	\$1,797.00	Title I	Gonzalez/Rodriguez
7	SBCS Corporation	Provide School-Based Prevention and Early Intervention (PEI) Services. (2022-23)	N/A	N/A	Gonzalez/Madera

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

**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:** AGREEMENT WITH ALLSTATE SECURITY SERVICES, INC.

---

**BACKGROUND INFORMATION:**

Pursuant to Education Code EC 38005, the governing board of any school district may contract with a private licensed security agency to insure the safety of school district personnel and pupils and the security of the real and personal property of the school district when the personnel normally required to provide such service fail to do so because of an emergency including, but not limited to, war, epidemic, fire, flood, or work stoppage; or when such an emergency necessitates additional security services.

The District would like to retain the services of AllState Security Services, Inc. on an “as needed” basis to provide security guard staff should additional staff is needed or an emergency arise at any of our school sites. This supports the legal responsibility of the Governing Board to provide for the safety and security of students, staff, and school district property.

**RECOMMENDATION:**

Approve/Ratify the agreement with AllState Security Services, Inc. to provide security services on an “as needed” basis for school year 2022-23 in an amount not to exceed \$20,000.00 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 #

NOT TO EXCEED

**\$20,000.00**

(Amount)

**General Fund**

(Name of funding source and/or location)

---

Recommended for:    Approval    Denial   Certification Requested    Yes    No

**AGREEMENT FOR SECURITY SERVICES**

THIS AGREEMENT FOR SECURITY SERVICES (“Agreement”) is made and entered into by and between INVICTASECURITY CA CORPORATION dba AllState Security Services, Inc., with offices at 9845 Erma Road #300 San Diego, CA. 92131 (“Company”) and San Ysidro School District at 4350 Otay Mesa Road, San Ysidro, CA 92173 (“Client”). Company and Client are sometimes referred to herein as a “Party” and collectively as the “Parties”. This Agreement is entered into as of the last signature date below but will become effective on October 24, 2022 (“Commencement Date”).

**RECITALS**

**WHEREAS**, Client has requested that Company provide, and Company has agreed to provide, as an independent contractor, certain security services to the Client (“Scope of Services” or the “Services”) identified on Addendum A attached hereto and incorporated herein, and;

**WHEREAS**, Client owns, operates, manages and/or controls the properties where the Services will be performed (“Client Sites & Schedules”), each identified on Addendum B attached hereto and incorporated herein, and;

**WHEREAS**, the parties desire to enter into this Agreement to confirm the terms and conditions of the Services to be provided hereunder;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

**1. COMMENCEMENT DATE AND TERM OF AGREEMENT.**

1.1. The term of this Agreement shall begin on the Commencement Date and continue thereafter until October 31, 2023, on an "as needed" basis or unless earlier terminated as provided herein (the “Initial Term”).

Initials \_\_\_\_\_

14F.3

Page 4 of 81

## 2. SCOPE OF SERVICES.

2.1. Company's principal role is to maintain a uniformed presence at the Client Site that is intended to help deter (as opposed to prevent) crime. During the term of this Agreement, Company shall provide to Client the services described in the Scope of Services attached hereto as **Addendum A** and in accordance with the services schedule ("Schedule") set forth in **Addendum B**. Any changes to the Scope of Services must be agreed upon by both parties in writing.

2.2. The parties agree that Company has not been engaged by Client to consult regarding its security needs or to provide an assessment of security needs at a Client Site. Client shall be solely responsible for determining: (a) the number of security officers present at Client Site, (b) the times the security officers will be present, and (c) the positioning of those security officers at Client Site.

2.3. Notwithstanding the above, for the safety of its officers, Company reserves the right to determine whether to perform the Services, where Company reasonably believes non-performance is necessary to protect the safety of Company personnel. Further, as detailed below in Sections 5 and 7 below, Client agrees Company is not responsible for performing any maintenance or repair services at Client Site(s).

2.4. Upon 48 hours' written notice, Client may, for any non-discriminatory reason, request Company replace a security officer assigned to the Client Site. Company will act in good faith to facilitate Client's request.

## 3. REPRESENTATIONS & WARRANTIES.

3.1. Company shall perform the Services in a professional manner, with practices that are generally accepted in the security industry, and in accordance with all applicable codes and regulations of the location in which the Services are rendered.

3.2. Company is not an insurer of the Client's risks and liability exposure, nor is Company a guarantor or warrantor of Client's operations, personnel, or facilities. The rates payable to Company under this Agreement are based upon the costs of the Services rendered. The costs of the Services are unrelated to the value of or the risks to the Clients personal and/or real property or the property of others located on the Clients premises. Accordingly, Company makes no representation, promise, guarantee, or warranty, expressed or implied, that the Services will avert

or prevent any loss or damages. Company shall not assume or accept, and has not voluntarily undertaken, any duty or liability for any third-party criminal acts that may occur on the Client's Site. Except as otherwise provided elsewhere in the Agreement, Client assumes all risk of loss, physical damage, and personal injury at its operations, to its personnel and/or facilities or any other property.

3.3. Company represents and warrants that Company is financially solvent, is a corporation in good standing, is properly licensed pursuant to the laws of the State of California and is duly authorized to execute this Agreement.

3.4. Client represents and warrants that Client is financially solvent, is a corporation in good standing pursuant to the laws of the State of California and is duly authorized to execute this Agreement.

#### **4. COMPANY OBLIGATIONS.**

4.1. Company shall ensure all personnel procure and maintain all licenses and certifications required of it and/or its employees and contractors to perform the Services. If Client or any governmental or regulatory agency mandates that Company's officers obtain any specialized licensing, training or testing not already identified in this Agreement, or take any special health safety measures to perform Services then Client shall reimburse Company for any documented, out-of-pocket costs reasonably incurred by Company to complete such activities.

4.2. Company is responsible for the hiring and scheduling of the officers assigned to work at Client site. Company shall also be responsible for the following with respect to all such officers:

- Background checks;
- Classroom training and field training on site;
- Ongoing educational classes;
- Licensing/Permanent Employee Registration Cards;
- Pre-employment drug-screening (where required by law);
- Random drug testing (where required by law);
- Uniforms and identification cards;
- Post inspections by Field Supervisors;
- Obtainment of insurance, per Section 7 below.

Client Name October 20, 2022

4.3. If applicable, Company shall be responsible for providing and maintaining, at Company's expense, the following list of equipment at Client's Site: **N/A.**

## **5. CLIENT OBLIGATIONS.**

5.1. In addition to all Client's payment obligations set forth in elsewhere in this Agreement, Client shall be responsible for providing, operating, and maintaining, at Client's expense, all security equipment and physical security infrastructure and systems at the Client Site.

5.2. Client is responsible for providing an accessible restroom to Company's security officers that is near their post. If a restroom is not located near the security officer's post, Client agrees to provide a portable toilet at Client's expense. Restroom breaks, uninterrupted breaks, and meal breaks must be provided in accordance with all applicable laws, statutes, ordinances, and codes. Client agrees to have a member of Client's staff relieve the officer at Client's expense while Company's officers are on break. If Client is not able to relieve the officer, the officer may be allowed to temporarily vacate his or her post, or the Client Site, if necessary, to take his or her bathroom or meal break. If Company's officer must leave their post or the facility for any of the above reason, Client agrees to not place Company in breach of this Agreement and Company will not assume or accept any liability for any loss due to the officer "abandoning" his or her post.

## **6. INSURANCE.**

6.1. Company agrees to maintain Workers Compensation coverage in accordance with applicable law. In addition, Company shall maintain Comprehensive General Liability and Automobile Liability Insurance for its own protection with limits set as outlined per the attached ~~sample~~ Certificate of Insurance attached hereto and incorporated herein as **Addendum D.**

6.2. If Client requests Company to name a third party as an additional insured on its Commercial General Liability policy, or requests any contractual language, or to otherwise amend this Agreement in a manner that increases Company's costs or risk exposure, Company reserves the right to refuse said request, or the parties may agree to accept said request in exchange for Client's written agreement to pay agreed upon additional compensation for increasing Company's costs and/or risk exposure.

6.3. If Client requests in writing that Company add Client as an additional insured on a primary, non-contributory basis on any of Company's insurance policies and if such actions are implemented by Company, then all billing rates hereunder will incur a \$.50 per hour, per guard increase.

6.4. If Client requests in writing that Company waive its rights of subrogation on any of Company's insurance policies and if such actions are implemented by Company, then all billing rates hereunder will incur a \$.50 per hour, per guard increase.

## 7. INDEMNIFICATION.

7.1. Company will defend, indemnify and hold Client harmless from and against all liability, claims, damages, losses, costs, fees and expenses directly arising out of the performance of services expressly required under this Agreement, provided such losses (1) are caused solely by the gross negligence or willful misconduct of Company in performing the Services required pursuant to this Agreement, and; (2) are not caused by or alleged, in whole or in part, to have been caused by the Client's negligent acts, errors, omissions, willful misconduct, or unlawful activity of Client, or otherwise resulting from Company's compliance with a specific directive from Client.

7.2. Client will defend, indemnify, and hold Company, its assigns, successors, officers, agents and employees (the "Company Indemnitees") harmless from and against all liability, claims, damages, losses, costs, fees, and expenses directly arising out of the negligent acts or omissions or willful misconduct of Client, its employees, agents or subcontractors.

7.3. Further, notwithstanding anything contained in this Agreement to the contrary, should Company be found solely liable for personal injury, property loss, or damage arising out of Company's performance or non-performance of Services for Client, any type of damages, costs or losses that are or could be awarded to Client, shall be limited to Client's actual and direct damages, inclusive of defense fees and costs, and in no event shall such remedy exceed the limits of Company's available insurance coverage at the time the claim is received. Under no circumstances shall Company be liable to Client or any other person or entity for consequential, indirect, or punitive damages, or for lost profits.

7.4. Notwithstanding anything contrary herein, Company shall not be liable to Client for any injury (including death) to any person or damage to property arising out of or related to the condition of Client's premises. Specifically, Company shall not be liable for, and will not provide defense or indemnity to Client for, premises liability claims such as those brought for personal injuries stemming from slip and/or trip-and-fall accidents or the existence of defective or hazardous conditions on Client's premises unless such defective or hazardous conditions are created by Company.

7.5. In the event of an allegation of theft by an employee of Company, Client agrees to reasonably cooperate with Company in the investigation of the facts. Client waives all right of recovery unless Company is notified of such allegations within forty-eight (48) hours of Client's discovery of said allegations so Company may investigate the facts in a timely manner.

7.6. If Client requires Company's personnel to drive Client's vehicle or any other vehicle (including motorized carts) during the course of their duties, Client agrees to (a) carry comprehensive Fire and Theft, Collision and Liability Insurance on such vehicle(s) during the term of this Agreement and (b) name Company as an additional insured on Client's automobile insurance policy, which shall have an applicable limit of no less than \$1 million per occurrence. Such coverage shall be primary and non-contributory with respect to any claim arising out of the operation of said vehicle by a Company employee while driving one of Client's vehicles. The maximum liability of the Company as a result of Company's employees driving Client's vehicle, shall be the lesser of \$1,000 or Client's Automobile Insurance deductible.

7.7. Should Client materially alter the Services or written policies, procedures, or directions without Company's written consent, or assume direct supervision of a security officer by requesting that they perform duties other than those mutually agreed upon in writing, Client shall be solely liable for all consequences arising from such actions, including providing indemnification to Company pursuant to paragraph 7.

## 8. SERVICE FEES.

8.1. The fees payable by Client to Company for the Services ("Fees") are set forth in **Addendum C** incorporated herein and hereto. Unless otherwise agreed in writing by the parties or

unless Client requests Services for which a different rate applies, as described below, all Services performed hereunder shall be billed at the "Regular Coverage Rates" described in Addendum C.

8.2. Company's billing rates are based upon the local, county, state, and federal laws in place on the Commencement Date of this Agreement. If a change in applicable law, statutes, ordinance, code, mandated social programs, mandated healthcare, mandated vacation time, mandated sick pay, mandated break time, or any other external mandate that increases Company's costs, Company may implement a price increase hereunder to the extent necessary to reflect such increase in cost; provided, however, (a) Company must give Client at least 30 days advance written notice of such change, (b) Company must include with such notice documented evidence of such increase in cost, and (c) if the change in applicable law results in an increase in the hourly pay rate for any Company employees performing Services hereunder, Company will concurrently increase the Regular Coverage Rates billing rates for such personnel by an amount equal to the applicable hourly pay rate increase, plus an additional 50%. Any billing rate increases that are generated by any applicable conditions in this section are in addition to other billing rate increases defined herein.

8.3. Notwithstanding the above, in the event Client requests services outside the Scope of Services, Client agrees to, the following:

- a. Armed officer billing rate is \$10.00 p/h greater than the current regular officer billing rates;
- b. Off-duty police officer billing rate is \$30.00 p/h greater than the current regular officer billing rate;
- c. Regular officer straight time billing rate of 1x is charged for shifts 8 hours long
- d. Long-shift overtime billing rate of 1.5x is charged for shifts over 8 hours, unless identified as straight time on Addendum C;
- e. The minimum number of hours billed per shift is 8, unless otherwise set forth on Addendum C.

8.4. Holiday coverage rates are billed at 1.5x the Regular Coverage Rates (“Holiday Rates”). Holiday Rates apply to New Years’ Day, Martin Luther King Jr Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve.

8.5. Company may bill Client up to an additional 8-hours per month week anytime an officer is trained at their facility.

8.6. In the event the Client requires additional services not already provided for in Addendum B, and such services are required to be rendered with less than 24hours written notice to Company, the Client shall be billed 1.5x the base rate indicated in the Regular Coverage Rates for the shorter of 4 weeks or the duration of the additional services required.

8.7. The Fees will incur an annual inflation rate increase of 2.9%.

## **9. PAYMENT TERMS.**

9.1. Company shall send Client weekly invoices for the billing period that runs Sunday through Saturday. Subject to Client’s right to dispute incorrect invoices, Client agrees to pay said invoices within 30 days from date on the invoice, without setoff of any kind. Client is responsible for any fees associated with the accounts payable payment method they select. Company will add any said fees to the weekly invoice.

9.2. If Company has not received full payment of any invoice by its due date, Company shall notify Client via email that they are in default. If such a default is not cured within 3 business days, Company may suspend or terminate Services without recourse until all outstanding late payments are paid in full. Late payments will incur a late fee equal to 0.05% per day (18.25% annualized) on the outstanding late balance starting on the due date of the invoice and running to the date of payment. Notwithstanding anything to the contrary, Client shall be responsible for any reasonable attorney’s fees incurred by Company for costs associated with the collection of any late payments hereunder.

9.3. If Client requests Company to extend payment terms beyond those identified in this Section and Company agrees to do so, Client’s billing rate will increase by \$0.01 per hour for each

Client Name October 20, 2022

additional day of credit requested. Any changes to payment terms must be agreed upon in writing by Company's CFO and Clients authorized representative.

9.4. Client will be responsible for paying any sales taxes imposed on Fees to Company at the same time it pays the Fees, provided such amounts are invoiced by Company.

## **10. NON-SOLICITATION.**

10.1. Company is not an employment agency, and Company expends significant time and expense in procuring, training, and retaining its employees, including those that are assigned to Client Site(s). Therefore, to the extent permitted by law, in consideration of Company assigning new security officer personnel to Client's premises and facilities, Client agrees not to:

a. employ or hire in any capacity, directly or indirectly, either as an employee or as an independent contractor; or

b. Unless previously negotiated, allow any subsequent provider of security services to station or utilize at Client's premises and facilities any person who is/was employed by Company and is/was assigned to Client's Site as a security officer until a period of 180 days has expired since employee's separation from employment with Company.

10.2. The parties agree that the amount of damages that Company may suffer because of Client's breach of its obligations under paragraph 10 are not readily ascertainable. Consequently, Client agrees to pay Company \$4000 per current or former employee as liquidated damages for each violation of paragraph 10. These liquidated damages are not a penalty and are in addition to any other remedies available to Company. Client shall be responsible for all of Company's legal fees associated with enforcing the terms of this paragraph.

## **11. CONFIDENTIALITY.**

11.1. Each party acknowledges and agrees that in the course of performing its obligations under this Agreement, it may have access to, and may be entrusted with, Confidential Information (as defined in Section 11.2 below) of the other party, and that the party that disclosed the Confidential Information (the "Disclosing Party") would suffer great loss and injury as a result of such disclosure. Accordingly, except as necessary in connection with the performance by the

Receiving Party of this Agreement, and except as provided in Section 11.3 below, the Receiving Party shall not, during the term of this Agreement and for a period of three years thereafter, directly or indirectly, whether individually or through any employee, principal, agent, owner, trustee, beneficiary, distributor, partner, co-venturer, investor, or other representative (each, a "Representative"), use or disclose, or cause to be used or disclosed, any Confidential Information, whether such information was owned by the Disclosing Party prior to, or developed by the Disclosing Party subsequent to, the execution of this Agreement, other than to perform its obligations hereunder (it being understood that the Receiving Party may disclose Confidential Information received hereunder to its own employees on a need-to-know basis, but in doing so, the Receiving Party must ensure that such employees comply with the requirements of this Section 11).

11.2. The term "Confidential Information" means: (a) with respect to Client, business and financial information relating to Client; and (b) with respect to Company, the fees charged under this Agreement. Notwithstanding the foregoing, "Confidential Information" shall not include (i) information that is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives or anyone to whom the receiving party or its Representatives transmit any such information; (ii) information that the Receiving Party receives in good faith from a third party who was not nor is not under any obligation of confidentiality to the Disclosing Party at the time the third party discloses the information to the Receiving Party; (iii) information that is approved for release by written authorization of the Disclosing Party; or (iv) information that was in the Receiving Party's possession prior to the Effective Date or the time of disclosure to the Receiving Party other than as a result of a prior confidential disclosure, as evidenced by the Receiving Party's written records.

11.3. The restrictions set forth in Section 11.1 shall not apply to any disclosure of Confidential Information required to be made under applicable law or regulation or by order of a court or governmental authority acting within its jurisdiction, provided that prior to such disclosure, the Receiving Party shall have promptly provided the Disclosing Party with written notice of the disclosure requirement and the Disclosing Party shall have had a reasonable opportunity to contest such requirement or seek a protective order.

## 12. TERMINATION.

12.1. After the Initial Term, the parties shall have the right to terminate this Agreement for its own convenience upon at least thirty (30) day written advance notice. Nothing contained herein shall in any way limit the non-breaching party's rights and remedies under this Agreement.

12.2. Further, to the maximum extent permitted by applicable law, each party reserves the right to terminate the Agreement immediately if a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver to receive all or a portion of the other party is filed by or against the other party in any court pursuant to any statute, either of the United States or of any state, territory, or possession, or if the other party makes an assignment for the benefit of creditors. Any such termination shall not relieve either party from any accrued obligations hereunder. However, in the event of reorganization or appointment of a receiver or assignment for benefit of creditors by Client, Company shall have first right to continue providing security officer services under supervised guaranteed payment.

12.3. Notwithstanding anything to the contrary in this Agreement, in the event that Client introduces a material change to the Scope of Services or to Client's written policies, procedures or directions, or if Company determines, in its sole discretion, that circumstances dictate that any aspect of Company's performance of its duties pursuant to this Agreement may be hazardous to its employees or may unduly increase Company's liability exposure, Company shall have the right, but not the obligation, to renegotiate its billing rates, suspend service or terminate this Agreement immediately.

### **13. MISCELLANEOUS.**

13.1. This Agreement has been entered into solely for the mutual benefit of the parties, and no benefits, rights, duties, or obligations are intended or created by this Agreement, as to any third parties.

13.2. This Agreement, its preamble and recitals, and its Addenda, contain the entire understanding between the Parties regarding the subject matter hereof. This Agreement supersedes all prior discussions, negotiations, understandings and/or agreements, whether written or oral. To the extent the provisions of any Addendum conflict with any provisions of the main part of this Agreement, the applicable provision(s) in the main part of this Agreement shall control.

13.3. Force Majeure. If either party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor, dispute, flood, public disaster, equipment or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for the delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exists.

13.4. Assignment. The Services to be provided hereunder are personal to Client and Client shall not assign, transfer or subcontract any of its obligations under this Agreement without the prior written consent of Company, which consent shall not be unreasonably withheld. Upon notice, Company may freely assign this Agreement in its entirety, to any party without the prior consent of Client.

13.5. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 5, 6, 7, 10, 11, and 13.5. Shall survive and continue and shall bind the parties and their legal representatives, successors and permitted assigns.

13.6. In the event any provision of this Agreement is deemed invalid or otherwise unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall remain in full effect and shall in no way be affected or impaired thereby.

13.7. Except where indicated to the contrary, if either party to this Agreement is forced to commence legal action to seek enforcement of any of the terms of this Agreement, Client and Company agree that each party shall cover its own fees, costs, and expenses.

13.8. The laws of the State of California shall govern this Agreement, and the parties further agree to jurisdiction and venue in the state and federal courts located in San Diego, CA.

13.9. This Agreement may be executed in counterparts. Signatures for the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purpose whatsoever.

Client Name October 20, 2022

CLIENT

San Ysidro School District

\_\_\_\_\_ By:

Marilyn Adrianzen, CBO

Date: \_\_\_\_\_

Board approved/ratified:

COMPANY

INVICTASECURITY CA CORPORATION

\_\_\_\_\_  


By: Joe Faltas, Director of BD

Date: October 20, 2022

# Scope of Work

## **Security Officer Job Responsibilities:**

Maintains safe and secure environment for customers and employees by patrolling and monitoring premises and personnel.

## **Security Officer Job Duties:**

- Secures premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.
- Obtains help by sounding alarms.
- Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; restraining trespassers.
- Controls traffic by directing drivers.
- Completes reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures.
- Maintains environment by monitoring and setting building and equipment controls.
- Maintains organization's stability and reputation by complying with legal requirements.
- Ensures operation of equipment by completing preventive maintenance requirements; following manufacturer's instructions; troubleshooting malfunctions; calling for repairs; evaluating new equipment and techniques.
- Contributes to team effort by accomplishing related results as needed.

## **Security Officer Skills and Qualifications:**

Lifting, Surveillance Skills, Deals with Uncertainty, Judgment, Objectivity, Dependability, Emotional Control, Integrity, Safety Management, Professionalism, Reporting Skills.

**SAN YSIDRO SCHOOL DISTRICT  
SCHOOL SITES**

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

**OCEAN VIEW HILLS SCHOOL**  
4919 Del Sol Blvd.  
San Diego, CA 92154  
(619) 661-0457

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

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

**WILLOW ELEMENTARY SCHOOL**  
226 Willow Road  
San Ysidro, CA 92173  
(619) 428-2231

**SAN YSIDRO MIDDLE SCHOOL**  
4345 Otay Mesa Road  
San Ysidro, Ca 92173  
(619) 428-5551

**VISTA DEL MAR MIDDLE SCHOOL**  
4885 Del Sol Blvd.  
San Diego, CA 92154  
(619) 661-6753

**PRESCHOOL & CHILD DEVELOPMENT CENTER**  
1880 Smythe Avenue  
San Ysidro, CA 92173  
(619) 428-2352

Pricing

Standing Guard Services			
Security Services	Rate	Hours per Day	Days per Week
Security Officer	\$45*	7:30AM to 4PM	5

Service instructions: Agreement not exceed \$20,000, POC Principal Manuel Bojorquez (619) 454-8597.  
 Any hours over 8 hours per day will be billed at 1.5 of the bill rate or \$67.50. Service to start Monday Oct. 24

Included In Price		
Security Officer	Cell phone	Insurance
Benefits	Uniform	Uniform Cleaning Allowance
Supervision	Training	Marked Patrol Car as Needed

NOTES
<p><b>The Holiday Rate:</b> will apply in the following seven (7) holidays in the year: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.</p> <p><b>Prices in this proposal</b> are based on bid specifications provided to AllState Security Services and, will be valid for 30 days.</p>

\* Hourly rate may change if sections 6.3, 6.4 and/or 8.3 of the agreement are requested.

## INSURANCE

Refer to **Section 6** of the agreement:

- Certificate of Liability & Endorsement – On file
- Limits
  - Commercial General Liability each occurrence \$1M / Aggregate \$2M
    - Additional Insured Endorsement
  - Automobile Liability – \$1M
  - Umbrella Liability each occurrence \$5M / Aggregate \$5M
  - Workers Compensation & Employee Liability (as required) \$1M
    - Waiver of Subrogation
  - Excess Liability \$4M
  - Crime Bond \$1M

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

**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 AZTEC FIRE & SAFETY, INC.

---

**BACKGROUND INFORMATION:**

During the week of October 24, 2022, the local fire inspector visited both Smythe and La Mirada Elementary Schools to perform fire inspections. At both schools the kitchens were cited for not having fire suppression systems. A fire suppression system consists of a box which will dispense a liquid fire retardant directly onto a stove if it is on fire. The original construction of these two schools did not require fire suppression systems. All new schools require these systems as part of the construction process.

The Fire Marshall gave the District until November 18, 2022 to either provide the new systems or demonstrate significant progress toward compliance. Two qualified companies were contacted to obtain price quotations to provide the appropriate fire suppression systems. Aztec Fire & Safety, Inc. was the only company that provided a quote for both schools. The company followed up with a cost of \$7,950.00 for each school (a total of \$15,900 for both schools) to install an Ansul Fire Suppression System at both schools.

**RECOMMENDATION:**

Approve/Ratify the agreement with Aztec Fire & Safety, Inc. to install an Ansul Fire Suppression System at La Mirada and Smythe Schools at an estimated cost of \$15,900.00 from the Routine Restricted Maintenance Account.

---

**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 #

\$15,900.00

(Amount)

Routine Restricted Maintenance Account.

(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 November 1, 2022 by and between AZTEC FIRE & SAFETY, INC. hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on November 1, 2022 with work to be completed on or before January 30, 2023.

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 a Fire Suppression System (labor and installation) for Smythe School and La Mirada School. Rates are based on individual project proposals. See attached Exhibit A & Exhibit B.
--

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 & Exhibit B)
- 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**

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
**Name**

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BOARD APPROVED: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: marilyn.adrianzen@sysdschools.org

\_\_\_\_\_

PHONE: (619) 428-4476 ext. 3003

DATE: \_\_\_\_\_

FAX: (619) 428-9355

TEL # \_\_\_\_\_

EMAIL: \_\_\_\_\_

## 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 \_\_\_\_\_

## ADDENDUM

### COVID-19

#### Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
  - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall

be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.

- d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements. Face masks may be required while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
  3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office or as later amended or enacted.
  4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
  5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Contractor's Initials \_\_\_\_\_



**From** | **Aztec Fire & Safety, Inc.**  
 8108 Commercial St.  
 La Mesa CA 91942  
 619-464-5625

**Quote No.** | **2016597**  
 Type | Installation  
 Prepared By | Frank M Teyechea  
 Created On | 11/01/2022  
 Valid Until | 12/01/2022

**EXHIBIT A**

**Quote For** | **San Ysidro Elementary School District**  
 La Mirada Elementary School  
 222 Avenida De La Madrid  
 San Diego CA 92173  
 (619) 428-4424

**Description of Work**

**R102 3 Gallon Remote Wall Mount:**

- 1/2" EMT, detector brackets and cabling installation for mechanical detection.
- 1/2" EMT and cabling to connect to the remote pull station.
- 1/2" EMT and cabling to connect to the mechanical gas valve.
- 3/8" black sch.40 supply line, plenum branch-line and duct branch-line pipe above/within the hood.
- 3/8" stainless sch.40 appliance branch-line pipe below the hood.
- All necessary bracketing and supports per the ANSUL manual.
- All necessary hood seals and listed fasteners for penetration and support to the hood.
- Supply all necessary ANSULEX agent and actuation cartridge.

**Qualifications:**

- Devices such as contactors, shunt trips, relays, hood controls, power, line voltage or building fire alarm tie-in if applicable is by others. Wiring from ANSUL micro switches to said devices by others.
- One pretest trip is included.
- One acceptance test trip included.
- One k-class fire extinguisher included.
- One gas valve included
- Excludes prevailing wages and/or certified payroll
- Excludes weekend, holiday and/or after hours labor rates
- Pricing only valid for 30 day, due to market conditions, pricing may change if quote not accepted by due date
- The currently published permit fee of not to exceed \$900 per system is included in this quotation..
- Progress billing @ Net 20 days.
- Pipping and EMT shall be surfaced mount

**Services to be completed**

**Kitchen Suppression**

Install a New Fire Suppression System to Meet UL-300 Standards

**GRAND TOTAL** | **\$7,950.00**

**Terms and Conditions**

ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative herewith or in addition hereto shall be of no force and effect and are hereby accepted and agreed to by the Buyer on this date.

Purchasers order shall be governed by only the terms and conditions appearing herein. A definite and reasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchasers order operates an acceptance of the terms specified herein.

#### PROPOSAL AND CONTRACT

Sellers proposal when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Sellers written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

#### PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchasers existing facilities, prices and delivery on completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Sellers engineering records. In the event the layout of Purchasers facilities has been altered, or if altered by Purchaser prior to completion of this contract. Purchaser shall advise Seller of any such alterations, and prices and delivery and, completion dates quoted herein shall be changed by Sellers as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of contract, the prices applicable to the extra work performed shall be Sellers prices in effect at that time.

#### ESCALATION

This agreement is conditioned upon the ability of Seller to complete the Premises at present prices for material and at the existing scale of wages for labor. If Seller is, at any time or for any reason, unable to complete the above described Premises at the present prices for material or at the existing scale of wages for labor, or if Seller is unable to procure promptly as and when needed, labor and material required for construction as foresaid, then and in any such even, the Contract Sum, time of completion and/or contract requirements shall be equitably adjusted by Change Order. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 15 percent between the date of this Agreement and the date of the applicable Work.

#### PAYMENT

Terms of payment have been set out in Description of Work Paragraph. Final payment shall be in all cases due and payable with ten (10) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts.

#### DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine, restrictions, war, riots, strikes, differences with workmen, accidents in machinery, car shortages, inability to obtain necessary labor, materials manufacturing facilities, delay in transportation, defaults of Sellers subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

#### EXCAVATION

When the Seller does the excavating, if water, quick-sand, rock and other unforeseen obstructions are encountered or shoring is required. Purchaser shall pay for as extra to the contract price any additional work involved at Sellers prices for such work then in effect.

#### SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if applicable and necessary permits. Where wet pipe system is installed Purchaser shall supply and maintain sufficient head to prevent freezing of the system.

#### STRUCTURE AND SITE CONDITIONS

While employees of the Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time or receipt of the materials at the place of erection the Purchaser shall reimburse Seller for any on all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Sellers proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

#### LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages, Sellers liability on any claim for loss or liability arising out of or connected with this

contract, or any obligation resulting therefrom, or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled Warranty.

#### ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subordinates and affiliates.

#### WARRANTY

Seller agrees that for a period of ninety (90) days after completion said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the productions of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

#### MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Sellers design sold hereunder and/or the drawings and specifications relating thereto, or substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

#### SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

#### CHANGES, ALTERATIONS AND ADDITIONS

Changes, alterations and additions to the plans, specifications or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changes approved by seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Sellers Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

#### LEGAL NOTICE

For the purpose of any notice permitted or required to be given hereunder, such notice or notices, shall be deemed given when received.

#### CLAIMS

Any claims against the Seller arising hereunder must be presented in writing, with particulars, within ten (10) days after they arise.

#### TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Sellers technical specifications and any inconsistencies shall be resolved by Sellers authorized representative.

#### ARBITRATION

At the option of Seller, any controversy or claim arising out of relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in San Diego, California.

#### OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for the same.

#### INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agencies or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

#### DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and shut off the water from said system or remove any or all any portion of the same. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of Failure to pay any installment of price when due, no demand being necessary, or any act of omission on the part of the Purchaser whereby Seller is prevented from completion said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or aid. System shall be attached, liened or seized by process of law and such attached, liened or seized by process or law and such attached or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

#### SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved on any high pressure test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, the Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra to the contract price which will include costs of labor and materials required to make the system tight at high pressure. The Purchaser assures full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight of the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make this system tight under air pressure or to change the drainage on lines will be an extra to the contract price.

**OSHA AND ASBESTOS**

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-555); unless said claims, demands, or damages are a direct result of causes within the exclusive control of the Seller. In the event that the Sellers employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for Qualified Laboratory Sample Tests of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



**From** | **Aztec Fire & Safety, Inc.**  
 8108 Commercial St.  
 La Mesa CA 91942  
 619-464-5625

**Quote No.** | **2016598**  
 Type | Installation  
 Prepared By | Frank M Teyechea  
 Created On | 11/01/2022

**EXHIBIT B**

**Quote For** | **San Ysidro Elementary School District**  
 Smythe Ave Elementary School  
 1880 Smythe Avenue  
 San Diego CA 92173  
 (619) 428-4447

**Description of Work**

**R102 3 Gallon Remote Wall Mount:**

- 1/2" EMT, detector brackets and cabling installation for mechanical detection.
- 1/2" EMT and cabling to connect to the remote pull station.
- 1/2" EMT and cabling to connect to the mechanical gas valve.
- 3/8" black sch.40 supply line, plenum branch-line and duct branch-line pipe above/within the hood.
- 3/8" stainless sch.40 appliance branch-line pipe below the hood.
- All necessary bracketing and supports per the ANSUL manual.
- All necessary hood seals and listed fasteners for penetration and support to the hood.
- Supply all necessary ANSULEX agent and actuation cartridge.

**Qualifications:**

- Devices such as contactors, shunt trips, relays, hood controls, power, line voltage or building fire alarm tie-in if applicable is by others. Wiring from ANSUL micro switches to said devices by others.
- One pretest trip is included.
- One acceptance test trip included.
- One k-class fire extinguisher included.
- One gas valve included
- Excludes prevailing wages and/or certified payroll
- Excludes weekend, holiday and/or after hours labor rates
- Pricing only valid for 30 day, due to market conditions, pricing may change if quote not accepted by due date
- The currently published permit fee of not to exceed \$900 per system is included in this quotation..
- Progress billing @ Net 20 days.
- Pipping and EMT shall be surfaced mount

**Services to be completed**

**Kitchen Suppression**

Install a New Fire Suppression System to Meet UL-300 Standards

**GRAND TOTAL**                      **\$7,950.00**

**Terms and Conditions**

ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative herewith or in addition hereto shall be of no force and effect and are hereby accepted and agreed to by Buyer on this date.  
 Page 33 of 81

Purchasers order shall be governed by only the terms and conditions appearing herein. A definite and reasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchasers order operates an acceptance of the terms specified herein.

#### PROPOSAL AND CONTRACT

Sellers proposal when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Sellers written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

#### PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchasers existing facilities, prices and delivery on completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Sellers engineering records. In the event the layout of Purchasers facilities has been altered, or if altered by Purchaser prior to completion of this contract. Purchaser shall advise Seller of any such alterations, and prices and delivery and, completion dates quoted herein shall be changed by Sellers as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of contract, the prices applicable to the extra work performed shall be Sellers prices in effect at that time.

#### ESCALATION

This agreement is conditioned upon the ability of Seller to complete the Premises at present prices for material and at the existing scale of wages for labor. If Seller is, at any time or for any reason, unable to complete the above described Premises at the present prices for material or at the existing scale of wages for labor, or if Seller is unable to procure promptly as and when needed, labor and material required for construction as foresaid, then and in any such even, the Contract Sum, time of completion and/or contract requirements shall be equitably adjusted by Change Order. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 15 percent between the date of this Agreement and the date of the applicable Work.

#### PAYMENT

Terms of payment have been set out in Description of Work Paragraph. Final payment shall be in all cases due and payable with ten (10) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts.

#### DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine, restrictions, war, riots, strikes, differences with workmen, accidents in machinery, car shortages, inability to obtain necessary labor, materials manufacturing facilities, delay in transportation, defaults of Sellers subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

#### EXCAVATION

When the Seller does the excavating, if water, quick-sand, rock and other unforeseen obstructions are encountered or shoring is required. Purchaser shall pay for as extra to the contract price any additional work involved at Sellers prices for such work then in effect.

#### SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if applicable and necessary permits. Where wet pipe system is installed Purchaser shall supply and maintain sufficient head to prevent freezing of the system.

#### STRUCTURE AND SITE CONDITIONS

While employees of the Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time or receipt of the materials at the place of erection the Purchaser shall reimburse Seller for any on all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Sellers proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

#### LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages, Sellers liability on any claim for loss or liability arising out of or connected with this

contract, or any obligation resulting therefrom, or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled Warranty.

#### ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subordinates and affiliates.

#### WARRANTY

Seller agrees that for a period of ninety (90) days after completion said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the productions of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

#### MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

#### SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

#### CHANGES, ALTERATIONS AND ADDITIONS

Changes, alterations and additions to the plans, specifications or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changes approved by seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

#### LEGAL NOTICE

For the purpose of any notice permitted or required to be given hereunder, such notice or notices, shall be deemed given when received.

#### CLAIMS

Any claims against the Seller arising hereunder must be presented in writing, with particulars, within ten (10) days after they arise.

#### TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

#### ARBITRATION

At the option of Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in San Diego, California.

#### OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for the same.

#### INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agencies or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

#### DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and shut off the water from said system or remove any or all any portion of the same. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of Failure to pay any installment of price when due, no demand being necessary, or any act of omission on the part of the Purchaser whereby Seller is prevented from completion said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or aid. System shall be attached, liened or seized by process of law and such attached, liened or seized by process or law and such attached or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

#### SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved on any high pressure test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, the Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra to the contract price which will include costs of labor and materials required to make the system tight at high pressure. The Purchaser assures full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight of the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make this system tight under air pressure or to change the drainage on lines will be an extra to the contract price.

**OSHA AND ASBESTOS**

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-555); unless said claims, demands, or damages are a direct result of causes within the exclusive control of the Seller. In the event that the Sellers employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for Qualified Laboratory Sample Tests of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:** Educational Services,  Informational  
Cynthia Gonzalez, Executive Director  Action

**AGENDA ITEM:** LICENSE AGREEMENT WITH DOCUMENT TRACKING SERVICES

---

**BACKGROUND INFORMATION:**

Document Tracking Services (DTS) provides small businesses; public/private school systems and the real estate industry an easy-to-use, web-based application that allows these different entities to create, edit and track critical documents. The idea behind our effective web-based application is to streamline and provide a consistent way organizations and companies create documents while providing significant cost savings as well as re-directing staff resources. This web-based application eliminates faxing documents; provides more flexibility to staff work schedules (clients can access from anywhere) and provides 100% accountability in tracking their documents and/or reports.

The maximum number of documents per school districts is five (5). Our District is using this service for:

- 1. 2022 School Plan for Student Achievement (CDE Template)
- 2. 2022 Local Control and Accountability Plan (CDE Template)
- 3. Other to be identified as needed

This agreement effective November 15 is made and entered into by San Ysidro Elementary School District as Licensee and Document Tracking Services (DTS) as Licensor. The term of the agreement is for one (1) year from the effective date.

**RECOMMENDATION:**

Approve the one-year license agreement between Document Tracking Services (DST) and the San Ysidro School District to ensure accountability is met, at the total cost of \$2,500.00 from the General fund.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Action 1.2

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

Financial Implications?

Yes     No

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

Yes     No

Requisition #

\$2,500.00

(Amount)

General Fund

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No



## LICENSING AGREEMENT

This Agreement effective **November 15, 2022**, is made and entered into by **San Ysidro Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,500**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
  - (i) Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
    - \* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
  - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10606 Camino Ruiz, Suite 8-132  
San Diego, CA 92126  
858-784-0960 - Phone  
858-587-4640 - Corporate Fax

Date: September 29, 2022

Licensee

By: \_\_\_\_\_

Date: \_\_\_\_\_

San Ysidro Elementary School District



## **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2022 School Plan for Student Achievement (CDE Template)
2. 2022 Local Control and Accountability Plan (CDE Template)
3. Others to be identified as needed.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH THE MUSIC THERAPY CENTER OF CALIFORNIA  
FOR 2022-2023 SCHOOL YEAR

---

**BACKGROUND INFORMATION:**

Music therapy can promote learning and skill acquisition to help the child attain educational goals. According to the American Music Therapy Association, music is processed by a different area of the brain than speech and language, so a child may be able to absorb information when associated with music. Music therapists use a range of music-based interventions and approaches to meet the individual needs of the child with disabilities. Music therapy interventions engage children and foster capacity for flexibility, creativity, variability and tolerance of change.

The Music Therapy Center of California will be providing music therapy to a student with special needs per Individualized Education Program (IEP).

**RECOMMENDATION:**

Approve the agreement with The Music Therapy Center of California to provide music therapy to students in need for the 2022-2023 school year at a cost of \$4,000.00 from the Special Education fund.

---

**LCAP GOAL AND ACTION/SERVICE:**

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

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

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

Yes     No

Requisition #

\$4,000.00  
(Amount)

Special Education  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 11<sup>th</sup> day of November 2022, by and between the San Ysidro School District, hereinafter called the "District", and

The Music Therapy Center of CA  
Company/Consultant

(619) 299-1411  
Telephone Number

7370 Opportunity Road, Ste. E, San Diego, CA 92111  
Address

themusictherapycenter.com  
Website

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

**1.2 TERM**

From: November 11, 2022 To: June 30, 2023

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

## 3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

### 4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

### 4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

## 4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

## 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

## 4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct (coverage must be clearly reflected on Certificate of Liability) and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability (if applicable):** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*  
**District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. Certificate of Liability must clearly reflect this coverage.  
**District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.  
**District waives \_\_\_\_\_**

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

### Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. **If Blanket Endorsement, it must include policy number and insured's name.**

### Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

### Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

### Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

### Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### 5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

### 5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

## 5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

## 5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

## 5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

## 5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

## 5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

## 5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:** Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement \_\_\_\_\_ .

## 5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

## 5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

<b>CONSULTANT:</b>	<b>The Music Therapy Center of CA</b>	
Name:	Julie Guy	
Title:	M.M., MT-BC	
Address:	7370 Opportunity Road, Ste. E	
City/State/Zip Code:	San Diego, CA 92111	
Telephone:	(619) 299-1411	
Email:	<a href="mailto:info@themusictherapycenter.com">info@themusictherapycenter.com</a>	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	<a href="mailto:Marilyn.adrianzen@sysdschools.org">Marilyn.adrianzen@sysdschools.org</a>	<a href="mailto:Oscar.madera@sysdschools.org">Oscar.madera@sysdschools.org</a>

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**6 ENTIRE AGREEMENT**

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

**7 WARRANTY OF AUTHORITY:**

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

**CONSULTANT**

**DISTRICT**

The Music Therapy Center of CA

San Ysidro School District

Firm Name

Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

Julie Guy, M.M., MT-BC

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

Phone Number: (619) 299-1411

\_\_\_\_\_  
Board Approved:

Revised 08-01-2020

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c) Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

\_\_\_\_\_(Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

\_\_\_\_\_(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

\_\_\_\_\_(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

\_\_\_\_\_(Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: \_\_\_\_\_

Name/title of authorized representative (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## ADDENDUM

### COVID-19

#### Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
  - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
  - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Contractor/Vendor initials \_\_\_\_\_

# **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

## **EXHIBIT A**

### **SCOPE OF WORK**

The Music Therapy Center of CA will be providing music therapy to a student with disabilities, as stated in the Individualized Education Program (IEP). Services include direct music therapy services, data collection, consultation with IEP team, materials preparation, trainings, additional IEP meeting attendance, etc. at a rate of \$160.00 per hour.

Cost implication: \$4,000.00

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Educational Services  
Cynthia Gonzalez, Executive Director

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH NOTABLE, INC.

**BACKGROUND INFORMATION:**

Kami licensing online learning will be used with VLA classes. Kami is a web-based tool that allows teachers and students to draw freely with digital pens and annotate text with a selection of colors, shapes, and text sizes on PDF document and a web based whiteboard. Kami also provides users “with the essential tools to create an engaging and collaborative learning environment.”

Item	Quantity	Price Each
Kami Teacher Plan - 12 months (Kami Teacher License and up to 150 students)	1	\$99.00

**RECOMMENDATION:**

Approve/Ratify the agreement with Notable Inc. to provide Kami online whiteboard software a 1-year subscription for 2022-23 at a cost of \$99.00 per license from the ESSER III 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 #

**\$99.00**  
(Amount)

**ESSER III Funds**  
(Name of funding source and/or location)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

Bill To  
**Teacher Plan**

,  
,

Quote Requested By

,  
,

Quote Issued Date : August 01, 2022

Quote Expiry Date : July 31, 2023

School Year : SY22-23

Kami Contact Person :  
Adriana Burman

#	Item & Description	Quantity	Price	Amount
1	<b>Kami Teacher Plan</b> Teacher Plan - license for a 12-month subscription term starting from the date a valid Purchase Order is processed. (Licenses one teacher and the students they teach, up to a "fair use" limit of 150)	1.00 teacher	99.00	99.00
			Sub Total	99.00
			<b>Total</b>	<b>\$99.00</b>

### Notes

All prices are shown in USD

To **accept** this QUOTE and receive your license, please enter your order with your license activation preferences here: <https://kami.app/form/po-form>

For US customers, W-9 form is available upon request.

We accept payment by Bank Wire/ACH transfer, Credit Card, or Check (USA customers only) - details will be provided on your invoice. Credit card transactions incur a 3% transaction fee in addition to the 'Total' shown above.

### Terms & Conditions

<https://www.kamiapp.com/terms-of-service/>

# Terms of Service

**Effective: May 5th, 2021**

Thanks for using Kami. These terms of service (“Terms”) outline your use and access to the services, client software and websites (“Services”) provided by Kami Limited. Our [Privacy Policy](#) explains how we collect and use your information, while our [Acceptable Use Policy](#) outlines your responsibilities when using our Services. By using our Services, you’re agreeing to be bound by these Terms and to review Kami’s [Privacy](#) and [Acceptable Use policies](#). If you’re using our Services for an organization or institution, you’re agreeing to these Terms on behalf of that organization.

## Your License to use our Services

Subject to the terms and conditions of this Agreement and any agreement entered into by your organization relating to the Services, Kami grants you a limited, non-exclusive, non-transferable, license to access and use the Services. You shall not (a) copy the Services or any part, feature, function or user interface thereof (b) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (c) attempt to gain unauthorized access to the Services or its related systems or networks; and (d) reverse engineer the Services (to the extent such restriction is permitted by law).

# Privacy

Kami's current Privacy Policy (located at [www.kamiapp.com/privacy-policy](http://www.kamiapp.com/privacy-policy)) is incorporated herein by reference and made part of this Agreement. You understand that through your use of our Services, you consent to the collection and use (as set forth in this Agreement, the Privacy Policy and any agreement entered into by your institution relating to the Services) of your information for hosting, processing and use by Kami.

## GDPR

These Service Terms incorporate the Kami GDPR Data Processing Agreement ("DPA"), when the GDPR applies to your use of the Kami Services to process User Data (as defined in the DPA). The DPA is effective as of 25 May 2018, relies on EU Standard Contractual Clauses (also called the SCCs or the EU Model Clauses) published by the European Commission and replaces and supersedes any previously agreed data processing addendum between you and Kami relating to the Directive 95/46/EC.

## Your Files & Your Permissions

When you use our Services, you provide us with your files ("Your Files"). Your Files are yours. These Terms don't give us any rights to Your Files except for the limited rights that enable us to offer the Services.

We need your permission to do things, like hosting Your Files, backing it up, and sharing it when you ask us to. Our Services also provide you with features like thumbnails, document previews, sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Files. You give us permission to do those things, and this permission extends to trusted third parties we work with. Refer to our Privacy Policy for a list of these 3rd party cloud providers and details of how your data is protected.

## Sharing Your Files

Our Services let you share Your Files with others, so please think carefully about what you share.

## Your Responsibilities

You're responsible for your conduct, Your Files and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so.

We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services.

Please safeguard your password to the Services, make sure that others don't have access to it, and keep your account information current.

Finally, by using our Services, you are representing to us that you're over 13 years of age, OR have been granted approved access to our Services by your school or parents.

## Software

Some of our Services allow you to download client software ("Software") which may update automatically. So long as you comply with these Terms, we give you a limited, non-exclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

## Kami Library

As part of the Services we make available resources, such as templates, activities and other content, for use by teachers (“Templates”). If you are a teacher you may access and download Templates from our website and use our Templates for educational purposes (including sharing them on social media). However you must not distribute or resell our Templates or otherwise use them for commercial purposes. The disclaimers and limitations set out elsewhere in these Terms apply to our Templates.

## Our Files

The Services are protected by copyright, trademark, and other laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, Kami trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

## Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

### Copyright Agent

Kami Limited

Level 3, 125 St Georges Bay Road

Auckland 1052

New Zealand

[copyright@kamiapp.com](mailto:copyright@kamiapp.com)

## Paid Accounts

## Billing

You can add paid features to your account (turning your account into a “Premium Account”). We’ll automatically bill you from the date you convert to a Premium Account and on each periodic renewal until you cancel. You’re responsible for all applicable taxes, and we’ll charge tax when required to do so.

## Downgrades

Your Premium Account will remain in effect until it’s canceled by you or terminated by Kami under these Terms. If you don’t pay for your Premium Account on time, we reserve the right to suspend it or downgrade your access to Kami tools that are only available to Premium Accounts.

## Changes

Kami may change the fees in effect but will give you notice of these changes at least seven working days prior via private message to the email address associated with your account.

# Using Kami for Business

If you join a “Kami for Business” account, you must use it in compliance with your employer’s terms and policies. Please note that Kami for Business accounts are subject to your employer’s control. Your administrators may be able to access, disclose, restrict, or remove information in or from your Kami for Business account. They may also be able to restrict or terminate your access to a Kami for Business account. If you convert an existing Kami account into a Kami for Business account, your administrators may prevent you from later disassociating your account from the Kami for Business account.

# Termination of Services

You have the choice to stop using our Services at any time. We reserve the right to suspend or end the Services at any time at our discretion and without notice, if you are not complying with Kami’s Terms of Services, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt

others' use of the Services. Except for paid accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for 12 consecutive months. We'll provide you with notice via the email address associated with your account before we do so.

## Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. **To the fullest extent permitted by law, Kami, its affiliates, suppliers, and distributors make no warranties, either express or implied, about the services. the services are provided "AS IS" we also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement.** Some states don't allow the disclaimers in this paragraph, so they may not apply to you.

## Indemnification

To the fullest extent permitted by law, You agree to indemnify, defend and hold harmless Kami and Kami's officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from your breach of this Agreement or your use of the Products (except for any gross negligence on the part of Kami).

## Limitation of Liability

To the fullest extent permitted by law, in no event will Kami, its affiliates, suppliers or distributors be liable for; **(a)** any indirect, special, incidental, punitive, exemplary or consequential damages or any loss of use, data, business, or profits, regardless of legal theory, whether or not Kami has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose, and **(b)** aggregate liability for all claims relating to the services more than the greater of \$20 or the amounts paid by you to Kami for the past 12 months of the services in question. Some states don't allow the types of limitations in this paragraph, so they may not apply to you.

# Digital Millennium Copyright Act Notice

We respect the intellectual property rights of others and require that the people who use the Products do the same. We may terminate the use privileges of users who are repeat infringers of intellectual property rights. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Products in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please forward the following information (or any statement in conformance with the DMCA) to us at [support@kamiapp.com](mailto:support@kamiapp.com):

1. Your name, address, telephone number, and email address;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright that is allegedly infringed; and
6. A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner’s behalf.

## Resolving Disputes

**Let's Try To Sort Things Out First** – We want to address your concerns without needing a formal legal case. Before filing a claim against Kami, you agree to try to resolve the dispute informally by contacting [dispute-notice@kamiapp.com](mailto:dispute-notice@kamiapp.com). We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Kami may bring a formal proceeding.

**We Both Agree To Arbitrate** – You and Kami agree to resolve any claims relating to these Terms or the Services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

**Opt-out of Agreement to Arbitrate** – You can decline this agreement to arbitrate by clicking [here](#) and submitting the opt-out form within 30 days of first accepting these Terms.

**Arbitration Procedures** – The arbitration will be held in New Zealand, or any other location we agree to.

**Exceptions to Agreement to Arbitrate** – Either you or Kami may assert claims, if they qualify, in small claims court in New Zealand. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

**Judicial forum for disputes** – In the event that the agreement to arbitrate is found not to apply to you or your claim, you and Kami agree that any judicial proceeding (other than small claims actions) will be brought in the courts of New Zealand. Both you and Kami consent to venue and personal jurisdiction there.

## Force Majeure

Kami shall not be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of

government, failure of telecommunications, system malfunctions, fire, or other casualty.

## **Waiver, Assignment and Severability**

Waiver by Kami of any default or breach by you of any provision contained in this Agreement does not constitute a waiver of any subsequent default or breach of the same or any other provision of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect. You may not assign any of your rights under these Terms, and any such attempt will be void. Kami may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

## **No Third Party Beneficiaries**

The parties do not intend to confer any right or remedy on any third party.

## **Controlling Law**

These Terms will be governed by New Zealand law except for its conflicts of laws principles.

## **Entire Agreement**

These Terms constitute the entire agreement between you and Kami with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms.

## **Modifications**

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

## Contact

Have questions or concerns about Kami or our Services? Contact us at [support@kamiapp.com](mailto:support@kamiapp.com)

Kami is:

**Notable Inc** in USA

8605 Santa Monica Blvd, PMB 57387, West Hollywood, CA 90069-4109

And **Kami Limited** in New Zealand

125 St Georges Bay Road, Parnell, Auckland 1052

<b>Company</b>	<b>Product</b>
About	Product Info
News & Press	Integrations
Careers	Education Pricing
	Non-education Pricing
<b>Community</b>	<b>Resources</b>
Become a Kami Hero	Learn Kami
Get Kami Certified	Blog
Facebook Community	Case Studies
Events	Remote Learning
	Podcast
	Youtube
<b>Support</b>	

Support

[Help Center](#)

[Privacy & Security](#)

[Terms of Service](#)

[API Terms of Use](#)

[Contact](#)



© 2021 Kami

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Willow School  
Maria Rodriguez, Principal

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH PERFECTION ON WHEELS BICYCLE STUNT TEAM

---

**BACKGROUND INFORMATION:**

A Perfection on Wheels' BMX Stunt Show is an exciting and engaging school assembly program that captures students' attention to listen and learn during the exciting show performance. The Pro BMX stunt athletes give students positive messages during an energetic and action-packed performance of incredible BMX tricks and stunts. A character-building school assembly program is one component to help the school be effective in promoting a positive and safe academic environment for students.

Willow School would like to use this assembly as a self-motivation and perseverance performance that encourages communication from students who are often challenged when trying to express themselves. Implements bike safety and promotes physical health. This assembly/performance which tentatively scheduled for November 14, 2022.

**RECOMMENDATION:**

Approve the agreement with Perfection on Wheels Bicycle Stunt Team to provide an educational and motivational performance to students of Willow School at a cost of \$1,797.00 from Title 1 funds.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal #1: Student Achievement (e) professional development and materials for teachers to support their students social, behavioral and academic development.

---

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

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

Yes     No

Requisition #

\$1,797.00

(Amount)

Title I

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

## **SERVICE AGREEMENT FOR GUEST SPEAKER**

Perfection On Wheels Bicycle Stunt Team (SPEAKER)  
and San Ysidro School District (DISTRICT), mutually agree to the following:

### 1. Purpose:

Motivational and Educational presentation for Willow Elementary School students. The goal would be to motivate students through positive messages during an energetic and action-packed performance by SPEAKER.

### 2. Scope of Services:

SPEAKER will provide two (2) assembly/performance on Wednesday, November 14, 2022 at the Willow Elementary School. SPEAKER will be available before the event for any requested instruction, setup and/or meeting to properly understand DISTRICT's requests, expectations, content, behavior and safety protocols. SPEAKER will provide to DISTRICT an outline of event before the event. Time of the assemblies will be coordinated with Willow School Principal.

### 3. Compensation:

DISTRICT will pay SPEAKER a not to exceed amount of \$1,797.00. The District is not responsible for any other expenses.

Payment will be made upon submittal of invoice and IRS Form W-9 to the Business Services Department for processing of payment. If SPEAKER is from out of state, additional documentation may be required. Invoice should be dated on or after the date of the event and is payable within 30-days.

### 4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

### 5. Liability and School Safety Certification Forms – Refer to Exhibit A

### 6. Insurance – Refer to Exhibit B

### 7. COVID-19 Vaccination & Testing Requirements – Refer to Exhibit C

8. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of event stated in Section 2, above.

9. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.

A PERFECTION ON WHEELS BICYCLE STUNT TEAM  
GUEST SPEAKER

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sam Bowman  
[sam@perfectiononwheels.com](mailto:sam@perfectiononwheels.com)  
(469) 215-3251

SAN YSIDRO SCHOOL DISTRICT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
4350 Otay Mesa Road, San Ysidro, CA 92173  
(619) 428-4476

Board approved/ratified: \_\_\_\_\_

SYSD CONTACT PERSONS:

Ms. Rodriguez  
Principal, Willow  
(619) 428-4476 ext. 3799  
[maria.rodriquez@sysdschools.org](mailto:maria.rodriquez@sysdschools.org)

Darlene Herbert  
Outreach Consultant  
(619) 428-4476 x3793  
[Darlene.herbert@sysdschools.org](mailto:Darlene.herbert@sysdschools.org)

**SCHOOL SAFETY CERTIFICATION FORM**

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and  
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)  
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant’s employees and/or SubConsultants/ SubContractors may have contact with pupils.**

\_\_\_\_\_ (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

\_\_\_\_\_ (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_ (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_ (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant’s failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

\_\_\_\_\_ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

\_\_\_\_\_ (Initial) Consultant’s individuals/employees and/or SubConsultants/SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District’s Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District’s Governing Board that none of the Consultant’s employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District’s Governing Board that all of the Consultant’s and SubConsultant’s/SubContractor’s employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: \_\_\_\_\_

Name/Title of Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**  
**INDIVIDUAL RELEASE, WAIVER OF LIABILITY**  
**AND**  
**INDEMNITY AGREEMENT**

**EXHIBIT A**

In consideration of being permitted to use the San Ysidro School District’s facilities (collectively referred to herein as “District Facilities”), other than during the normal duty day, I, \_\_\_\_\_ (Print - Name of participant) the undersigned, agree to the following:

\_\_\_\_\_ (*initials*) 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively “District”), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

\_\_\_\_\_ (*initials*) 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys’ fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

\_\_\_\_\_ (*initials*) 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

\_\_\_\_\_ (*initials*) 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

\_\_\_\_\_ (*initials*) 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: *(All sections must be completed.)*

**Participant:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone

Organization: \_\_\_\_\_

*Note: Please include Business Card if available.*

Participant's Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone/Mobile: (        ) \_\_\_\_\_

Event Description/Purpose: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time: From \_\_\_\_\_ To: \_\_\_\_\_

Location of Event: \_\_\_\_\_

**IF A PARTICIPANT IS UNDER AGE 18,  
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.**

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Phone

**Please return completed forms to the Business Services Office at least one week before the event.  
~ Thank you**

## EXHIBIT B

### INSURANCE:

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1.  **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.

#### **Additional Insured Endorsement**

2.  **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3.  **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include

#### **WC waiver of subrogation endorsement in favor of San Ysidro School District.**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

#### Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

### Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

### Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

### Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## EXHIBIT C

### COVID-19 Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
  - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
  - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Exhibit C shall prevail.

**Consultant's Initials**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Special Education  
Oscar Madera, Director

Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH SBCS FOR IN SCHOOL-BASED PREVENTION AND EARLY INTERVENTION (PEI)

---

**BACKGROUND INFORMATION:**

On February 11, 2016, the Governing Board approved the District’s participation in the school-based Prevention and Early Intervention (PEI) grant program with South Bay Corporation (SBCS), formerly known as South Bay Community Services.

South Bay Corporation and San Ysidro School District will continue to work together to provide School-Based Prevention and Early Intervention (PEI) services for children in preschool through third grade residing in the South Region of San Diego County under the School Age Prevention and Early Intervention Services Program funded by the County of San Diego.

PEI services will continue to be provided at La Mirada, Smythe and Willow Elementary Schools at no cost to the district. The term of this agreement is from July 1, 2022, through June 30, 2023 with up to 4 one year renewals (FY 2026-27).

**RECOMMENDATION:**

Approve/Ratify to extend the term of the Memorandum of Understanding with South Bay Corporation to provide School-Based Prevention and Early Intervention (PEI) services during the 2022-23 school year at no cost to the District.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 4: Social Emotional Well-Being and Mental Health - All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

Renewal    New    Amendment    Ratify    Other – Extend the term

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 UNDERSTANDING

This represents an agreement between **SBCS Corporation (SBCS)** and **San Ysidro School District (SYSD)**. SBCS and SYSD intend to work together to provide support services to the local community.

SBCS and SYSD intend to collaborate on the provision of services as described herein.

### **I. Services to Be Provided**

#### **SBCS Corporation agrees to provide:**

1. Act as lead agency for administration, fiscal management, and quality assurance of the project.
2. Operate the social-emotional evidence-based early intervention program (Incredible Years) including the hiring, training, and supervision of program staff.
3. Provide services to families using the Promotora model that includes prevention, community education and outreach.
4. Services can only be provided on school campuses designated in SBCS' county contract.
5. Incredible Years curriculum will be provided in classrooms as well as in small group settings with identified students and parents.
6. Oversee data gathering and reporting.
7. Provide access to non-confidential SBCS facility sites for the purpose of providing services to clients.
8. Provide and share information with SYSD as a means to support youth/family participation, engagement, and progress under HIPAA guidelines.
9. Participate in school and/or district meetings as required or needed.
10. Facilitate as needed in-service trainings for district staff that assist schools in understanding the target population.
11. Provide outreach activities at school sites as needed.
12. Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

#### **San Ysidro School District agrees to provide:**

1. Provide SBCS program staff with appropriate office and programmatic space at client's school to provide services and outreach/education on county contracted school campuses on a year-round basis to students and their families.
2. Implement a screening tool, selected by SBCS, to all PreK through 3rd grade students at identified schools.
3. Refer appropriate students and parents to the program.
4. Allow SBCS staff to provide services in-class as needed.
5. Complete student evaluations/surveys as requested by SBCS.
6. Provide and share information with SBCS as a means to support youth/family participation, progress, and evaluation under HIPAA guidelines. Information includes, but is not limited to attendance, grades, and behavioral reports.
7. Participate in SBCS meetings as needed.
8. Maintain regular communication with SBCS Program Director regarding referrals, referral

outcomes, and other needs ensuring optimal collaboration.

## **II. Duration of the agreement**

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 7/1/2022 through 6/30/2023 and shall have the option to extend the term of this agreement for four (4) increments of one (1) year, for a total of four (4) years beyond the expiration of the initial term, not to exceed June 30, 2027. This option shall be automatically exercised unless either party expresses, in writing, not less than thirty (30) days prior to an Option Period that they do not intend to extend the agreement.

## **III. Confidentiality and Privacy Laws**

The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statutes, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

## **IV. Indemnification**

**SYSD** shall indemnify, defend, and hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SYSD**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

**SBCS** shall indemnify, defend, and hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SBCS**, its employees, agents, subcontractors, independent contractors, consultants, or other

representatives. **SBCS** shall have no obligation to indemnify, defend, or hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SYSD** negligence or willful misconduct.

In the event of claims arising out of the concurrent acts or omissions of both **SBCS** and **SYSD**, the parties agree to be responsible for and to hold the other party harmless from any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, **SBCS** and **SYSD** may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

This Section IV shall survive the termination of this MOU, and is in addition to any other rights or remedies that **SBCS** or **SYSD** may have under the law or this MOU.

**V. Insurance**

**Each party** shall maintain public liability and property damage insurance to protect them and **each other** from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this MOU. The minimum amounts of such insurance shall be as hereinafter set forth.

Amount of Insurance:	
Commercial General Liability	\$2,000,000 per occurrence
Auto Liability for owned and non-owned vehicles <i>Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives.</i>	\$1,000,000 per occurrence
Umbrella Liability	\$4,000,000

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice.

**VI. Value of Services**

No money or other consideration shall be transferred between the parties.

**VII. Non-Discrimination**

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

**VIII. Contact Information**

The contact information listed in this paragraph shall be the contact information for the notice requirements under this MOU.

For San Ysidro School District	For SBCS Corporation:
c/o: Marilyn Adrianzen 4350 Otay Mesa Road, San Ysidro, CA 92173 (619) 428-4476  With copy to: Oscar C. Madera Director of Special Education San Ysidro School District (619) 428-4476 ext. 3057 <a href="mailto:Oscar.madera@syzschools.org">Oscar.madera@syzschools.org</a>	c/o: Stacey Musso Department Director 430 F Street Chula Vista, CA 91910 <a href="mailto:smusso@csbcs.org">smusso@csbcs.org</a>  Rachel M. Pittsley Program Director 430 F Street Chula Vista, CA 91910 <a href="mailto:rpittsley@csbcs.org">rpittsley@csbcs.org</a>

**IX. Locations**

The services will be provided to the locations of **SYSD** listed below. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

San Ysidro School District (SYSD)
La Mirada
Smythe
Willow

**X. Independent Contractor**

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner create an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

**XI. Governing Law/Venue San Diego**

In the event of litigation, this MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

**XII. Successors and Assigns / Assignment**

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

**XIII. Termination**

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**SBCS Corporation**, a California nonprofit, public benefit corporation  
Federal Tax ID Number: 95-2693142

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kathryn Lembo  
President and Chief Executive Officer  
430 F Street Chula Vista, CA 91910

**San Ysidro School District**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** ACCEPTANCE OF DONATIONS

---

**BACKGROUND INFORMATION:**

The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District’s educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students and staff.

**RECOMMENDATION:**

Accept donations valued at \$500.00 to help support and enrich our educational programs.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

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

Yes     No

Requisition #

DONATIONS  
**\$500.00**

(Amount)

Cash/Checks Only  
Donations Account

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No



# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

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

Informational  
 Action

**AGENDA ITEM:** AMENDMENT NO. 3 TO THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT FOR THE SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM FOR FY 2022-2023

**BACKGROUND INFORMATION:**

The San Diego Quality Preschool Initiative (SDQPI) Program from San Diego County Office of Education (SDCOE) has amended their County Agreement No. 20210390 which for fiscal years 2022-2023. SDQPI received a Tier 5 from the California Quality Rating and Improvement System (QRIS) for having a high quality preschool program.

Amendment No. 3 will amend and/or revise the following items. All other terms & conditions remain unchanged.

- Item No. 4 – Compensation and Reimbursement for 2022-23 is \$73,939.13
- Revise Exhibit “A”, item C, to update participating sites
- Revise Exhibit “A” – Attachment 2: Learn Well Stipend
- Revise Exhibit “C”: Quality Counts California (QCC) Implementation Guide
- Revise Exhibit “E”: CSPP Quality Site Block Grant Fiscal Requirements
- Revise Exhibit “E” – Attachment 1 to include 2022-23 CSPP Quality Site Block Grant Funding
- Revise Exhibit “E” – Attachment 2: Reporting Template

**RECOMMENDATION:**

Approve/Ratify Amendment No. 3 to the San Diego County Superintendent of Schools agreement for the San Diego Quality Preschool Initiative Program which increases the CSPP Quality Block Grant for fiscal year 2022-2023 to \$73,939.13.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal    New    Amendment    Ratify    Other

Financial Implications?

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

Requisition #

Yes    No

Yes    No

REVENUE  
**\$73,939.13**  
 (Amount)

Preschool & Child Development  
 (SDQPI CSPP Quality Block Grant)  
 (Name of funding source and/or location)

Recommended for:    Approval    Denial   Certification Requested    Yes    No

**AMENDMENT #3 TO AGREEMENT  
No. 20210390**

This Amendment to Agreement (this "**Amendment**") is dated as of October 28, 2022, and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**Provider**"). County and Provider may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

- A. County and Provider are parties to County Agreement No. 20210390 dated July 2, 2020. Subsequently the Agreement was amended on October 16, 2020 and October 29, 2021. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".
- B. The Parties wish to amend the Agreement as stated below.
- C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- Amend item 4. Compensation and Reimbursement to read as follows:

SDCOE will provide funding to agencies operating a California Department of Education (CDE) funded California State Preschool Program (CSPP) CSPP contract, in accordance to the CSPP Quality Block Grant, contingent on the contractors' CSPP sites' continuing SDQPI participation.

The SDCOE will compensate Provider a total of SEVENTY-THREE THOUSAND NINE HUNDRED THIRTY-NINE AND 13/100 DOLLARS (\$73,939.13). Provider shall invoice for the full amount after this amendment is fully executed, and no later than April 14, 2023. All payments are made based upon a net 60 basis from receipt and approval of submitted invoice. All sums received by Provider shall not exceed the amount allocated.

**Exhibit "E"**, CSPP Quality Site Block Grant Fiscal Requirements and related attachments shall be incorporated by reference to the Agreement by and through this amendment.

- Revise Exhibit "A", item C, to update participating sites, as attached.
- Revise Exhibit "A" – Attachment 2: Learn Well Stipend, as attached.
- Revise Exhibit "C": Quality Counts California (QCC) Implementation Guide, as attached.
- Revise Exhibit "E": CSPP Quality Site Block Grant Fiscal Requirements, as attached.
- Revise Exhibit "E" – Attachment 1 to include 2022-23 CSPP Quality Site Block Grant Funding, as attached.

- Revise Exhibit “E” – Attachment 2: Reporting Template, as attached.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

**San Diego County Superintendent of Schools**

**San Ysidro School District**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Michael Simonson

\_\_\_\_\_  
Marilyn Adrianzen

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Deputy Superintendent, Chief Business Officer

\_\_\_\_\_  
Chief Business Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
November 10, 2022

\_\_\_\_\_  
Date

**San Diego County Superintendent of Schools  
 Agreement with San Ysidro School District  
 for SDQPI Provider Services  
 Exhibit "A": Scope of Work**

**C. SITE PARTICIPATION, ENGAGEMENT, RATING and MAINTENANCE CYCLES**

Per QCC Implementation Guide- 'Frequency of Site Rating', a site's rating of 1-3, will be valid for three or five years, for sites rated 4 or 5, from the time the overall site rating is assigned. SDCOE will monitor participating site between ratings, to assure they are continuing to meet the criteria for their level of rating.

<b>SITE NAME*</b>	<b>RATING STATUS (Participation Only, Tier Rating in process, Tier Rating and date, Not in-Good-Standing &amp; unable to rate)</b>	<b>RATING DATE</b>
Ocean View Hills Preschool	5	June 2019
Smythe/CDC Preschool	5	June 2019
Sunset Preschool	5	June 2019
Willow Preschool	NEW	N/A

\*Site Names and ratings to be verified upon receipt of the contract and copies of the site License for each site.

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
for SDQPI Provider Services**

**Exhibit “A”: Scope of Work  
Attachment 2: Learn Well Stipend**

## LEARN WELL STIPEND OVERVIEW 2022-2023

**Stipend Intent:** Continuous Quality Improvement and professional growth, in early learning and care settings, require additional time investments on the part of the early learning and care (ELC) workforce. This stipend is intended to promote the investments of additional time outside of the typical work day, made to improve quality, and promote professional growth, by offering a stipend for additional time investments. To ensure that the stipend-fund allotment is offered equitably throughout the SDQPI workforce, an annual salary cap for each provider of \$89,242.12\* will be implemented.

**Application for Participation:** Workforce members who wish to take part in the SDQPI Learn Well Stipend will apply directly through the CA ECE Workforce Registry and complete all required tasks listed within this Learn Well Stipend Overview document. To apply, log in to the [CA ECE Workforce Registry](#) and click the “Stipends & Pathways” menu option, then select “Application”. The website will guide the process from there – be sure to read all sections of the application. Applicants who need further support may view this webinar on how to apply for a stipend in the Workforce Registry: [in English](#) | [in Spanish](#).

**Stipend Calculations:** ELC workforce members and data representatives may receive a base stipend amount. The base stipend amount will depend on the total number of eligible applicants and will be established within the fourth quarter of the program year. Identified site leaders may receive an additional 20% from the established base amount.

### Eligibility Criteria

#### Stipend Applicants Must:

1. Maintain employment and complete all required tasks and role-specific responsibilities, at an SDQPI participating program, verified within the Workforce Registry.
2. Keep Workforce Registry profile up to date, with information that includes but is not limited to employment, education, permits and/or credentials, and ongoing professional learning activities.
3. Have and share a social security number within the W-9 form. TIN or EIN numbers will not be accepted.
4. Serve in at least one of the following roles:
  - Family, Friend, and Neighbor Provider
  - Family Child Care Home Provider-Assistant
  - Family Child Care Home Provider-Site Leader
  - Floater Teacher
  - Assistant Teacher/ Instructional Assistant
  - Teacher/ Lead Teacher/ Co-Teacher
  - Data Representative
  - Site Leader (one per site)
  - Assistant Site Leader (one per site)

\* The annual salary cap listed in this document comes from the San Diego County Self-Sufficiency Standard Dashboard by Community Health Statistics Unit: <https://public.tableau.com/app/profile/chsu/viz/SanDiegoCountySelf-SufficiencyStandardDashboard/Self-SufficiencyStandardDashboard>.

### IMPORTANT NOTICE

To maintain contractual and funding mandates, required tasks will only be accepted within the timeframe established below. Tasks submitted outside of the timeframes established below will result in loss of stipend eligibility. It is recommended that tasks are completed early, before the due date, to avoid issues that may arise from unforeseen emergencies, tech-related challenges, etcetera.



## Learn Well Stipend Required Tasks and Responsibilities

The following **tasks** are due by February 15, 2023, for ALL stipend applicants.

1. **Complete and submit the Learn Well Stipend Application on the Workforce Registry, by February 15, 2023.**
  - To submit a complete stipend application, your employment must be correct or updated within the Workforce Registry. Here’s how to update your employment within the Workforce Registry: [in English](#) | [in Spanish](#)
  - Here’s how to apply for a stipend in the Workforce Registry: [in English](#) | [in Spanish](#)
  - Here’s how to view your application status within the Workforce Registry: [in English](#) | [in Spanish](#)
2. **Upload your [W-9 Form](#) into the Workforce Registry, by February 15, 2023.**
  - Here’s how to upload a document on the Workforce Registry: [in English](#) | [in Spanish](#)
  - If you move or change your name after submitting your W-9 Form, please inform us via email: [earlyeducation@sdcoe.net](mailto:earlyeducation@sdcoe.net)

The following **tasks** are due by April 30, 2023, for ALL stipend applicants.

3. **Receive employment verification within the Workforce Registry by April 30, 2023.**
  - Here’s how to update your employment within the Workforce Registry: [in English](#) | [in Spanish](#)
  - Here’s how to determine if your employment has been verified within the Workforce Registry: [in English](#) | [in Spanish](#)
4. **Complete the Learn Well Stipend End of Year Survey by April 30, 2023.**
  - The end of year reflective survey can be found here: [link coming soon](#)
5. **Ensure documentation of ongoing professional learning (PL) activities are verified in the Workforce Registry by April 30, 2023. This task is not applicable to the Data Representative.**
  - At least two PL activities, in alignment with the program’s SDQPI professional development plan, should be completed in two different months during the year, between May 1, 2022, and April 30, 2023.
  - Here’s how to find your Education and Training Report, to ensure PL activities are verified in the Workforce Registry: [in English](#) | [in Spanish](#)

The following **responsibilities** are for SDQPI Site Leader Stipends only. These ongoing responsibilities must be completed to maintain eligibility for the additional 20% site leader stipend amount:

- Review the SDQPI contract.
- Participate in SDQPI coaching.
- Complete the QIP Planning Tool and create an SDQPI QIP.
- Share QIP goals and action steps with all site staff for support of implementation.
- Verify that all staff complete the required PL activities as described in task number five above.

The following **responsibilities** are for SDQPI Data Entry Stipends only. These ongoing responsibilities must be completed to maintain eligibility for the Data Entry Stipend amount. In addition to submitting the following data, each data representative must become familiar with and use the SDQPI data system, Vertical Change. Please note that the Data Entry Stipend is an incentive offered for meeting data requirements. SDQPI Data Entry is a requirement of the contract and must be completed with or without the Data Entry Stipend incentive.

- **Quarter 1** (Due: September 30): All data required by the SDQPI contract is complete and accurately submitted.
- **Quarter 2** (Due: December 16): All data points are up-to-date, complete, and accurately submitted.
- **Quarter 3** (Due: March 31): All data points above are up-to-date, complete, and accurately submitted.
- **Quarter 4** (Due: June 2): All data points listed above are up-to-date, complete, and accurately submitted.

Use of the QRIS data system is required to set up each Site with information about each session, staff assignments and to submit all child aggregate data. If an agency has an existing Student Information System (SIS), child data from that system may be uploaded and/or aggregated at the site level. Use of the QRIS data system for entry of child level data is encouraged but not required. **Please reference SDQPI Data Reporting Timeline for details.**

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
for SDQPI Provider Services**

**Exhibit “C”: Quality Counts California (QCC) Implementation  
Guide**



# Quality Counts California Implementation Guide

Updated May 2022

**Please note:** Updates to this document were made in May 2022 to reflect changes to Rating Matrix Element 4 Effective Teacher– Child Interactions: CLASS Assessments, and Element 6 Program Environment Rating Scale(s).

Some language within this document may reflect outdated language that does not align to the revised matrix elements, please disregard any contradiction to the revised matrix. For questions or clarification please email

[Support@qualityca.net](mailto:Support@qualityca.net).

# QCC Consortium Implementation Guide

## Contents

<b>Intended Audience for this Guide</b>	<b>4</b>
<b>What is a QRIS?</b>	<b>4</b>
<b>California’s Approach to QRIS</b>	<b>4</b>
<b>Early Learning Sites Eligible for Rating</b>	<b>6</b>
<b>Rating and Monitoring</b>	<b>6</b>
Rating Guidelines	7
Self-report	8
File Review	8
Frequency of Site Rating	8
Communicating the Site Rating	9
Reporting Site Data to the State	10
<b>Assessing Classrooms</b>	<b>10</b>
Frequency of Classroom Assessments	10
Defining Classrooms for Assessment	10
Selecting Classrooms for Assessment	11
Parameters for Selecting Classrooms	11
Announced vs. Unannounced Visits	11
Use of Existing Assessments	12
Recommendations for Observations Using the CLASS Tool	12
Guidelines for Use of CLASS in Multi-age Classrooms	12
Guidelines for Use of CLASS in Diverse Classrooms	13
<b>Regional CLASS Trainers and Observers</b>	<b>17</b>
Regional CLASS Affiliate Trainers	17
CLASS Observers	17
CLASS Drift Testing	18
<b>Appendix I: Quality Counts California Rating Matrix</b>	<b>19</b>
<b>Appendix II: Guidance for Rating Elements by Points</b>	<b>21</b>
Core 1: Child Development and School Readiness	21
Element 1. Child Observation	21
Element 2. Developmental and Health Screenings	23

Updated May 2022 2

## QCC Consortium Implementation Guide

Core 2: Teachers and Teaching	27
Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)	27
Element 4. Effective Teacher-Child Interactions: CLASS® Observations (*Use tool for appropriate age group as available)	30
Core 3: Program and Environment	33
Element 5. Ratios and Group Size (Centers Only)	33
Element 6. Environment	35
Element 7. Director Qualifications (Centers Only)	37
<b>Glossary</b>	<b>40</b>

# QCC Consortium Implementation Guide

## I. Intended Audience for this Guide

The Quality Counts California (QCC) Consortium Implementation Guide (Guide) was developed for local, regional, and statewide QCC implementers, raters, and monitors working with rated sites. It includes common agreements designating where consortia have local control, as well as areas where rating must be implemented in a common and consistent way. Consortium agreements ensure local and regional QCC models are implemented to fidelity in accordance with statewide agreements and state policy guidance. The Guide will continue to be updated as new agreements are determined. Please refer to the Glossary for definitions of terms used throughout this Guide. Additional resources for QCC Consortium members can be found at [www.qualitycountsca.net](http://www.qualitycountsca.net).

## II. What is a QRIS?

Early learning and care (ELC) can bring a wide range of benefits for children, parents, and society at large. However, these benefits are conditional on the quality of the early learning and care settings. Expanding access to services without attention to quality will not deliver positive outcomes for children or long-term productivity benefits for society<sup>1</sup>. A *Quality Rating and Improvement System (QRIS)* can provide parents and other consumers information about the quality of early learning settings and help those settings understand where improvement is needed.

A fully functioning QRIS includes the following components: (1) quality standards for programs and practitioners; (2) support for an infrastructure to meet such standards; (3) monitoring and accountability systems to ensure compliance with quality standards; (4) ongoing financial assistance that is linked to meeting quality standards; and (5) engagement and outreach strategies.<sup>2</sup>

## III. California's Approach to QRIS

Quality Counts California (QCC) is designed to support continuous quality improvement of ELC programs across the continuum of ELC setting types. QCC is a statewide system of quality support with activities at the state, regional, and local levels, including a QRIS. QCC helps enhance the quality of ELC programs and informs families about the meanings of different quality levels for children's ELC experiences. The QCC Framework, which was initially developed as part of the Race to the Top-Early Learning Challenge (RTT-ELC) grant and which has evolved over time, sets the foundation for the quality improvement continuum. The RTT-ELC Consortium, later renamed the QCC Consortium, voluntarily agreed to align their local QRIS to a common "Quality Continuum Framework" that included a common Rating Matrix with some local modifications allowed.

<sup>1</sup> Mitchell, W. A. (July 2005), Stair Steps to Quality. Retrieved from: <http://www.qrisnetwork.org/node/37>

## QCC Consortium Implementation Guide

The Rating Matrix uses the terms “core” and “elements,” which refer to the three overarching categories and the indicators or components within these categories. The Elements are numbered consecutively one through seven, with elements five and seven for centers only, as shown below.

CORE	Elements
<b>Core 1:</b> Child Development and School Readiness	<b>Element 1.</b> Child Observation <b>Element 2.</b> Developmental and Health Screenings
<b>Core 2:</b> Teachers and Teaching	<b>Element 3.</b> Early Childhood Educator Qualifications: Minimum Qualifications for <i>Lead Teacher</i> /Family Child Care Home <b>Element 4.</b> Effective Teacher-Child Interactions
<b>Core 3:</b> Program and Environment	<b>Element 5.</b> Licensing and Regulatory Requirements: Ratios and Group Size (Centers Only) <b>Element 6.</b> Program Administration and Leadership: Environment Rating Scale(s) – ECERS-R, ITERS-R, FCCERS-R <b>Element 7.</b> Program Administration and Leadership: Director Qualifications (Centers Only)

The RTT-ELC Consortia also agreed upon the following Tier Rating Chart based on the final Program Quality Score in points. **Points may not deviate from what is specified below, even in locally determined tiers.**

	<b>Tier 1 (blocked, receive 1 point per element)</b>	<b>Tier 2 (locally determined— point values, blocked, or combination)</b>	<b>Tier 3</b>	<b>Tier 4</b>	<b>Tier 5 (can include additional locally determined requirements)</b>
Centers	7 points	8–19 points	20–25 points	26–31 points	32 points or more
Family Child Care Homes	5 points	6–13 points	14–17 points	18–21 points	22 points or more

The implementation guidelines ensure consistency of implementation across counties. To allow local flexibility, QCC consortia could elect to make local decisions about the tiers that were not commonly adopted, as well as areas of implementation that were left to local control.

## QCC Consortium Implementation Guide

In Fiscal Year 2015–16, the work of the RTT-ELC Consortium expanded to a statewide effort, drawing on the nationally recognized effectiveness factors or standards that lead to improved learning and development outcomes for children. The *RTT-ELC Framework* is now the *QCC Quality Continuum Framework*. QCC is funded through a layering of multiple funding sources, including First 5 California, the California Department of Education, and local funding. For more information on Quality Counts California, visit [www.qualitycountsca.net](http://www.qualitycountsca.net).

### IV. Early Learning Sites Eligible for Rating

An **early learning site** is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.

For sites licensed by the California Department of Social Services, the definition “*in good standing*” is to be used. If a site’s license is changed to anything other than “*in good standing*,” the QCC rating is suspended.

In addition, local consortium may:

- Choose to impose a time period prior to rating without incident
- Determine reinstatement protocols

Exceptions to licensed programs that are eligible to participate include:

- Cal-SAFE child development programs
- Tribal-approved child care programs
- Military installation child care programs
- Adult Education preschool programs that are legally exempt from licensing
- Other programs and *classrooms* operated by school districts, such as IDEA Part B or Part C funded programs

For additional information on eligible sites and requirements, please see the applicable funding requirements.

### V. Rating and Monitoring

All consortia agree to implement all tools, measures, and documents in accordance with the QCC Implementation Guide. Preserving the components that made the original practice effective can directly impact the success of desired outcomes. One

## QCC Consortium Implementation Guide

recommended way to ensure high-quality implementation is for consortia to identify and clearly stipulate four distinct QCC functions:

- **Raters** review and validate portfolio documentation used to determine ratings.
- **External CLASS Observers** are certified on the *Classroom Assessment Scoring System*® (CLASS®) tools and conduct this portion of the rating. Note: Throughout this document, both are referred to as “assessors.”
- **Monitors** ensure sites maintain their rated quality and compliance with QRIS requirements.
- **Technical Assistance (TA) Providers** support the creation and/or implementation of the Quality Improvement Plan (QIP). TA providers also may assist sites with the development of the basic portfolio for rating, in addition to providing quality improvement coaching and other types of consultation.

While some functions may be fulfilled by the same person, individuals cannot serve as an external assessor and provide technical assistance or coaching services to the same group of teachers/sites.

### Rating Guidelines

The QCC Rating Matrix employs a portfolio-based system (with monitoring and administrative verification) for a site to self-report some elements of quality, and a file review for others, as follows:

Element	Point Value				
	1	2	3	4	5
1 Child Observation/Assessment	File Review At All Levels				
2 Developmental and Health Screening	File Review At All Levels				
3 Lead Teacher Qualifications and Professional Development	Self-Report At All Levels Supported With Documentation/Reporting By The Workforce Registry				
4 CLASS Assessment	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - External Assessment				
5 Ratios and Group Size	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - Verification By Assessor				
6 Environment Rating Scale	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - Most Recent External Assessment OR Self-Report				
7 Director Qualifications	Self-Report At All Levels Supported With Documentation/Reporting By The Workforce Registry				

Updated May 2022 7

# QCC Consortium Implementation Guide

## Self-report

All QCC sites will use a portfolio for self-report elements. In order to verify the level of quality, all programs will be required to provide common documents demonstrating the level of quality for each element of the QCC Rating Matrix. The portfolio may be managed online (e.g., via upload) or on paper. This is a local decision. All portfolios should be subject to random observation and file review at the discretion of the local consortium.

## File Review

Two children’s files from each classroom are to be randomly selected for review of child assessments and screenings by the external rater during observation visits. (If the child has been in the program fewer than 60 days, another file may be selected.) To obtain the corresponding point value for each element, every file reviewed should have evidence of screening and assessment. One hundred percent of files checked must contain evidence of a child assessment and screening or other alternatives. Alternatives to developmental and health screening include a parent “opt-out” form, a detailed documentation of repeated attempts (as determined locally) to obtain parental consent, or the existence of a current Individual Family Service Plan (IFSP) or Individualized Education Plan (IEP).

As an alternative to viewing individual child paper files, it is acceptable to view a centralized tracking system or database files (such as for child assessment, or health and developmental screening). Evidence must demonstrate one hundred percent compliance consistent with Implementation Guide requirements.

## Frequency of Site Rating

A site’s rating is valid for three or five years depending on tier rating, from the time the overall site rating is assigned (Note: Sites will be held harmless to the rating requirements through FY 2022-23). For example:

If the site was rated in:	And the result was Tier 1, 2, or 3, the site’s rating is valid through:	And the result was Tier 4 or 5, the site’s rating is valid through:
March 2020	March 2023	March 2025
November 2019	November 2022	November 2024
August 2018	August 2021	August 2023

Updated May 2022 8

## QCC Consortium Implementation Guide

*Participating sites* are to develop quality improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between ratings. QCC Consortia will monitor participating sites between ratings. Re-rating is required when a site license changes due to a change of physical location. The decision to re-rate a site for other reasons during the rating period is a local decision. Some local decisions that may trigger reconsideration of the rating before the rating period has passed include:

- Significant turnover in staff
- New director
- Changes that warrant re-assessment of an individual classroom, including a change in the lead teacher of a formerly assessed classroom
- Significant licensing violation
- Other evidence of changes related to the criteria upon which they were rated
- Other reasons determined by local consortium

### Communicating the Site Rating

Formal ratings must be made available to the public. The emphasis on publicly available ratings highlights consumer awareness as a key component of the success of a QRIS as a mechanism for supporting families in selecting high-quality ELC programs for their children.

Consortia may choose to communicate ratings as tier or star levels; combine levels into three categories, such as “beginning,” “achieving,” and “advancing;” or use another communication system to convey rating information to the public.

Consortia also have discretion on how ratings are publicized. Please note: Child Care Resource and Referral agencies (R&Rs) are required per the reauthorized Child Care and Development Block Grant Act (CCDBG) (Section 658E.c.2.E.i.II.) to provide information on ratings to families. Consortia also may share ratings by:

- Posting at participating early learning setting to indicate QRIS participation and tiered rating
- Posting on a website (e.g., R&R, and/or local QRIS website)

Public communication should include the effective dates of the rating.

## QCC Consortium Implementation Guide

### Reporting Site Data to the State

Consortia are required to report data to the State once per year, including sites' overall ratings and element scores. Details about how and when to report data are available at <https://qualitycountsca.net/quality-partners/consortium-members/>.

## VI. Assessing Classrooms

### Frequency of Classroom Assessments

External assessments are conducted for Tiers 3 through 5 for select elements using the CLASS tool (Element 4) for the appropriate age level. Refer to guidelines within the tools if classrooms are mixed age. California Master Anchors can provide additional clarification if necessary.

Based on the local QRIS model and site readiness, rated sites may receive a formal, external assessment using the ERS and CLASS, if warranted, every three years (sites rated at Tiers 1 through 3) or five years (sites rated at Tiers 4 and 5 within 13 months of the final rating).

*For FY 2022-23 ONLY: ERS element scores from the most recent formal rating may be used in lieu of obtaining new Element 6 scores.*

### Defining Classrooms for Assessment

Classrooms are defined by the *teaching team* and the *group of children*. The table below demonstrates several scenarios to help determine the number of classrooms.

Scenario	Number of Classrooms	Rationale
AM Preschool + PM Preschool Same teaching team for AM and PM	1	Ages served and teaching team are the same.
AM Toddlers + PM Preschool Same teaching team for AM and PM	2	Teaching team is the same. Different <i>age groups</i> require different assessments.
AM Preschool + PM Preschool Different Teaching team in AM and PM	2	Same age group served in the morning and afternoon. Different teaching teams require different assessments.

## QCC Consortium Implementation Guide

### Selecting Classrooms for Assessment

Consortium will assess one-third of classrooms of each age group at a site, regardless of funding stream and total overall number of classrooms, including at least one classroom in each age group. See definitions of age groups in the glossary.

**NOTE: For sites participating in CSPP Block Grant funding and sites with mixed funding:** Rating is completed at the site level – classrooms selected for assessment are chosen as described within this Implementation Guide. This may result in a site with CSPP Block Grant funding receiving a rating that is not based on the assessments of any classrooms participating in the CSPP Block Grant. Classrooms participating in the CSPP Block Grant should not be rated separately from the rest of the classrooms at the site.

Guidelines to determine the number of classrooms to assess with the CLASS and ERS:

- **Sites serving a single age group of children** (e.g., all toddlers or all preschoolers)

<b>Number of classrooms at site</b>	2	3	4	5	6	7	8	9	10
<b>Total number of classrooms to assess</b>	1	1	2	2	2	3	3	3	4

- **Sites with different classrooms for children of different ages** (be sure to select at least one classroom from each age group)

<b>Number of classrooms at site</b>	2	3	4	5	6	7	8	9	10
<b>Minimum number of classrooms to assess</b>	2	2	2	2	2	3	3	3	4

### Parameters for Selecting Classrooms

For classroom selection and random selection process, exclude classrooms (use another randomly chosen classroom as an alternate) or postpone a scheduled assessment/visit when there is a: (1) substitute teacher; or (2) new teacher to the site (30 calendar days or fewer).

The minimum number of children required to be present in a particular classroom in order to rate will be locally determined as long as it remains within the parameters of the tool being used for assessment.

### Announced vs. Unannounced Visits

Updated May 2022 11

## QCC Consortium Implementation Guide

Consortia will conduct scheduled visits with sites. Local consortia determine how far in advance the visits may be scheduled. Notification to the site of randomly selected classrooms to be assessed on CLASS will occur the day of the visit. The assessor will ensure the classroom being assessed is staffed by the lead teacher on record (or long-term sub who has been serving as lead teacher in the classroom longer than 30 days).

### Use of Existing Assessments

A consortium shall accept CLASS assessments previously conducted in lieu of the county consortium sending an assessor ONLY if the assessment was:

- Completed within 13 months of the rating
- Performed by a valid and reliable external assessor (deployed by the local QCC Consortium)
- Conducted with the same lead teacher, child age group, and physical location as the randomly selected classroom

*For FY 2022-23 ONLY: ERS element scores from the most recent formal rating may be used in lieu of obtaining new Element 6 scores.*

### Recommendations for Observations Using the CLASS Tool

When coding with any CLASS tool, the observer evaluates the effectiveness of interactions for the target age level. In any classroom setting, multiple adults may be present during the observation, requiring the observer to consider how each adult interacts with children and how those adults jointly influence the overall classroom experience.

The consortium agreed the *CLASS observation* may be conducted in classrooms with at least one child present.

Local consortium policy guides other observation protocol, such as:

- When a classroom receives a CLASS assessment (e.g., if at a lower points level than required in the rating matrix)
- The number of children in the classroom (or target age level) that need to be present in order to observe and if/when to reschedule an assessment to maximize attendance

### Guidelines for Use of CLASS in Multi-age Classrooms

Updated May 2022 12

## QCC Consortium Implementation Guide

In a multi-age setting, the observer should keep the target age range in mind and pay particular attention to the interactions associated with those ages. Interactions with children outside the target age level are considered in coding, only if they enhance or detract from those experienced by the intended children. For example, a teacher may have effective and warm interactions with an infant during a diaper change; but if the assessor is observing with the Toddler CLASS measure, and the toddlers are not involved, the assessor would not code those interactions. On the other hand, if the teacher involves toddlers in care by asking them to get a diaper or help wash the baby's hands, those interactions would be considered in coding.

Determining whether one tool or two will be used in multi-age classrooms:

- If using one tool and need to determine which measure to use, consider the goals of the observation and the expertise of coders. Also consider the age range of each tool (e.g., the infant tool can be used in classrooms with children as old as 15 months).
- When local decision dictates use of more than one age-level tool in a multi-age classroom, observers may alternate between age levels either by:
  - Making one visit – obtain three cycles of each tool during the classroom visit (total of six cycles); or
  - Making two visits – observe one age level at the first visit and the other age level during the second visit. Each visit/tool should include four cycles.

### Guidelines for Use of CLASS in Diverse Classrooms

Early learning settings in the QCC serve children from diverse backgrounds, languages, and cultures. It is imperative the observer is culturally sensitive and able to understand the adult-child interactions to score appropriately.

The consortium agreed the CLASS observer must understand 85–90 percent of the teacher's communication with the child/ren to consider the assessment reliable. This is particularly important in Pre-Kindergarten classrooms.

Other things to consider when observing in a diverse classroom include:

- Some behaviors are considered disrespectful in certain cultures. For example, forcing eye contact would be uncomfortable for a child and would not be demonstrating respect. But eye contact is only one of several markers of respect, and it is not required for a teacher to force eye contact to demonstrate respect.
- When the early educator and child engage in back-and-forth exchanges, the observer must understand both the adult and child to accurately assess scaffolding,

## QCC Consortium Implementation Guide

feedback loops, and other indicators in the Pre-K CLASS Instructional Support Domain.

- The consortium strongly encourages using assessors who speak the language of the children at the site and understand the cultures.

### VII. **Regional CLASS Trainers and Observers**

#### **Regional CLASS Affiliate Trainers**

A CLASS Trainer is certified by Teachstone to conduct training on a specific tool and is called an Affiliate Trainer. The QCC recommends, but does not require, each region to identify a Regional CLASS Affiliate Trainer to support the region's CLASS needs. Regional CLASS Affiliate Trainers who work within the QCC are authorized to provide training to other partners within their local QRIS.

Geography and/or other needs may call for each consortium within a regional Hub to have its own consortium-dedicated affiliate trainer(s), or several consortia may elect to share a Regional CLASS Affiliate Trainer.

The Regional CLASS Affiliate Trainers should maintain annual certification through Teachstone. If authorized by the regional Hub, the Regional CLASS Affiliate Trainer may:

- Coordinate regional training and observer certification.
- Review reports written by CLASS observers.

#### **CLASS Observers**

Whether regional or consortia-specific, CLASS observers carry out assessments on applicable age-level tool(s) and complete reports, as applicable within a consortium or for several consortia within a regional Hub.

## QCC Consortium Implementation Guide

CLASS observers must have proof of current certification from Teachstone demonstrating reliability on applicable tool.

### CLASS Drift Testing

CLASS drift testing must be conducted at least one time between annual recertifications. The drift testing may be carried out in one of two ways:

- Online calibration during an assigned period of time – code one 20-minute video and achieve at least 80 percent reliability. Observers also may review a one-hour webinar debrief of the video after coding.
- Live double-code with an experienced CLASS-certified assessor identified by the consortium.

Observers must demonstrate reliability during drift testing to continue to observe using the CLASS tool. Observers have up to three opportunities to meet 80 percent reliability during drift testing. Between drift tests, observers may receive technical assistance from a State Master Anchor or Regional CLASS Trainer/Observer to support success. Hubs and/or local consortia determine next steps after a third failed attempt at drift test reliability.

# QCC Consortium Implementation Guide

## Appendix I: Quality Counts California Rating Matrix

### Rating Matrix with Elements and Points for Consortia Common Tiers 1, 3, and 5

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
Core I: Child Development and School Readiness <b>1. Child Observation</b>	<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with <i>CA Foundations &amp; Frameworks</i> twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
Core I: Child Development and School Readiness <b>2. Developmental and Health Screenings</b>	<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent) used at entry, then: 1. Annually OR 2. Ensures vision and hearing screenings are conducted annually	<input type="checkbox"/> Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ & ASQ-SE, if indicated, at entry, then as indicated by results thereafter AND <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate AND <input type="checkbox"/> Meets Criteria from point level 2
Core II: Teachers and Teaching <b>3. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)</b>	<input type="checkbox"/> Meets Title 22 Regulations [Center: 12 units of Early Childhood Education (ECE)/Child Development (CD) FCCH: 15 hours of training on preventive health practices]	<input type="checkbox"/> Center: 24 units of ECE/CD? OR Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD OR Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE/CD + 16 units of General Education OR Teacher Permit AND <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD OR Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24 units of ECE/CD (or master's degree in ECE/CD) OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually
Core II: Teachers and Teaching <b>4. Effective Teacher-Child Interactions: CLASS Assessments</b> (*Use tool for appropriate age group as available)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS for appropriate age group as available by one representative from the site	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan OR Informal assessment and results used to inform Quality Improvement Plan and staff professional development plan.	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K ▪ Emotional Support – 5 ▪ Instructional Support – 3 ▪ Classroom Organization – 5 Toddler ▪ Emotional & Behavioral Support – 5 ▪ Engaged Support for Learning – 3.5 Infant ▪ Responsive Caregiving (RC) – 5.0	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K ▪ Emotional Support – 5.5 ▪ Instructional Support – 3.5 ▪ Classroom Organization – 5.5 Toddler ▪ Emotional & Behavioral Support – 5.5 ▪ Engaged Support for Learning – 4 Infant ▪ Responsive Caregiving (RC) – 5.5

1. Approved assessments are: Creative Curriculum GOLD, Early Learning Scale by National Institute of Early Education Research (NIEER), and Brigance Inventory of Early Development III.

2. For all ECE/CD units, the core eight are desired but not required.

**Note:** Point values are not indicative of Tiers 1-5 but reflect a range of points that can be earned toward assigning a tier rating (see total point range).

## QCC Consortium Implementation Guide

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
Core III: Program and Environment  <b>5. Ratios and Group Size</b> (Centers Only beyond licensing regulations)	<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations <i>(excluded from point values in ratio and group size)</i>	<input type="checkbox"/> Center - Ratio: Group Size  Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size  Infant/Toddler – 3:12 Toddler – 2:12 Preschool – 2:24	<input type="checkbox"/> Center - Ratio: Group Size  Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size  Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
Core III: Program and Environment  <b>6. Program Environment Rating Scale(s)</b> (Use tool for appropriate setting: ECERS- R, ITERS-R, FCCERS-R)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan and staff professional development plan.	<input type="checkbox"/> Current National Accreditation approved by the California Department of Education
Core III: Program and Environment  <b>7. Director Qualifications</b> (Centers Only)	<input type="checkbox"/> 12 units ECE/CD+ 3 units management/ administration	<input type="checkbox"/> 24 units ECE/CD + 16 units General Education +/with 3 units management/ administration  OR Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units ECE/CD +/with 6 units management/ administration and 2 units supervision OR Site Supervisor Permit AND 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units ECE/CD +/with 8 units management/ administration OR Program Director Permit AND 21 hours PD annually	<input type="checkbox"/> Master's degree with 30 units ECE/CD including specialized courses +/with 8 units management/ administration, OR Administrative Credential AND 21 hours PD annually

### Total Point Ranges

Program Type	Common-Tier 1	Local-Tier 2 <sup>3</sup>	Common-Tier 3	Common-Tier 4	Local-Tier 5 <sup>4</sup>
<b>Centers</b> 7 Elements for 35 points	<b>Blocked</b> (7 points) – Must Meet All Elements	8 to 19 points	20 to 25 points	26 to 31 points	32 points and above
<b>FCCHs</b> 5 Elements for 25 points	<b>Blocked</b> (5 points) – Must Meet All Elements	6 to 13 points	14 to 17 points	18 to 21 points	22 points and above

3. Local Tier 2: Local decision if Blocked or Points and if there are additional elements
4. Local Tier 5: Local decision if there are additional elements included California Department of Education, February 2014 Updated May 2015; Effective July 1, 2015

## Appendix II: Guidance for Rating Elements by Points

### Core 1: Child Development and School Readiness

#### Element 1. Child Observation

##### 1 POINT

**Indicator:** Not Required

**Detail:** Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

##### 2 POINTS

**Indicator:** Program uses *evidence-based child assessment/ observation tool* once a year that covers all five domains of development

**Detail:** Local consortia may use the list of evidence-based child assessment/observation tools from the list below, create local guidelines, or both. Local criteria must include evidence that the tool is observational, annual, and, at minimum, assesses the following developmental domains: physical (gross and fine motor), social-emotional, cognitive, and communication.

Optional, partial list of evidence-based tools:

- High/Scope Child Observation Record (COR) for Infants and Toddlers
- High/Scope Preschool Child Observation Record (COR), Second Edition
- Work Sampling, Developmental Guidelines, Preschool 3
- Work Sampling, Developmental Guidelines, Preschool 4
- Learning Accomplishment Profile-3<sup>rd</sup> Edition (preschool)
- The Ounce Scale (infant/toddler)
- NIEER Early Learning Scale

*Uses* refers to any assessment, instrument, or tool that yields individual and group information. This term requires that the program accesses and analyzes results and those results (whether individual information or aggregated group data) are used to inform practice.

Random selection of two children's files per classroom during observation visits will provide evidence of use of evidence-based child assessment/observation for each child. (If a child has been in the program fewer than 60 days, another file may be reviewed.)

##### 3 POINTS

## QCC Consortium Implementation Guide

**Indicator:** Program uses *valid and reliable child assessment/ observation tool* aligned with California Foundations and Frameworks twice a year

**Detail:** Valid and reliable child observation tools must be approved by the California Department of Education prior to awarding the site three points for this element. Currently approved tools are:

- Teaching Strategies GOLD® (Creative Curriculum) assessment
- Early Learning Scale by National Institute of Early Education Research (NIEER) available from Lakeshore Learning School Supply
- Brigance Inventory of Early Development III

Assessment tool developers must contact [QCC@cde.ca.gov](mailto:QCC@cde.ca.gov) if they wish to submit documentation of alignment with the *California Foundations and Frameworks*.

Programs without evidence of twice-annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in one of two ways:

1. Programs may show evidence from the prior year of two cycles of assessment.
2. Programs without assessment evidence from prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)

### **4 POINTS**

**Indicator:** DRDP (minimum twice a year) and results used to inform curriculum planning

**Detail:** All users of *Desired Results Developmental Profile* (DRDP) must use the DRDP 2015 version. Sites may choose, at their discretion, to use the comprehensive, fundamental, or essential view.

Programs without evidence of twice-annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in one of two ways:

1. Programs may show evidence from the prior year of two cycles of assessment.
2. Programs without assessment evidence from the prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)

Evidence should demonstrate that individual child assessments are considered when planning for learning experiences through which the curriculum goals will be achieved. Acceptable documentation is as follows:

## QCC Consortium Implementation Guide

1. Show use of DRDP and program has current NAEYC Accreditation **OR**
2. Show use of DRDP and provide current *Head Start* School Readiness Goals **OR**
3. Provide completed CD 4001B (Desired Results Developmental Profile Summary of Finding for the Classroom and Family Child Care Home Form) **OR**
4. Provide two of the following as evidence:
  - Written curriculum statements
  - Lesson plans
  - Planning webs
  - Notes from planning sessions with information on how a purchased curriculum (if used) considers assessment of child progress

### **5 POINTS**

**Indicator:** Program uses DRDP twice a year and uploads into DRDP Online and results used to inform curriculum planning.

**Detail:** Use of *DRDP Online* is free to Head Start, state funded programs, and all QCC participating sites.

Twice-annual assessments are confirmed in the same manner as for four points above.

Evidence should demonstrate the use of domain scale reports when planning for individual and group learning experiences within the curriculum. *Desired Results Access* domain-level reports can be used for children with IFSPs and IEPs.

### **Core 1: Child Development and School Readiness**

#### **Element 2. Developmental and Health Screenings**

### **1 POINT**

**Indicator:** Meets Title 22 Regulations

**Detail:** Title 22 Regulations require current immunization records for every child enrolled in the family child care home or center. Family child care homes use form PM 286, available at <http://www.cdph.ca.gov/pubsforms/forms/CtrlForms/cdph286.pdf> and centers use form LIC 701, available at <http://www.dss.cahwnet.gov/cdssweb/PG166.htm>. Forms must be printed on blue paper. **Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive 1 point for this element.**

## QCC Consortium Implementation Guide

### 2 POINTS

**Indicator:** Health Screening Form (Community Care *Licensing form LIC 701 "Physician's Report - Child Care Centers"* or equivalent) used at entry, then:

1. Annually **OR**
2. Ensures vision and hearing screenings annually

**Detail:**

**Used at entry then annually:** Requires the program to collect form LIC 701 (or equivalent) at the child's entry into the program and annually or at the beginning of each program year.

**Conducts (or collects) screening:** If vision and hearing screening are used as the method of meeting this standard, programs may:

- Use information from a doctor's or specialist's screening
- Conduct vision and health screenings at the site
- Use information from a doctor/specialist and conduct vision and health screening at the site

In instances where the site has difficulty meeting the annual requirements for one or more returning children (after collection of Health Screening Form LIC 701 upon entry), monitors may accept one or both of the following forms of evidence of health screening during subsequent years of a child's attendance:

- Parent "opt-out" form or equivalent evidence that parent denied resubmittal of Health Screening Form and/or denied screening
- Detailed documentation of repeated attempts to obtain Health Screening Form and/or parent consent when conducting file review

### 3 POINTS

**Indicator:** *Program works with families* to screen all children using a **valid and reliable child screening tool** at entry and **as indicated by results thereafter AND**

Meets criteria for Point Value 2

**Detail:** Below is partial list of valid and reliable child screening tools. Other tools are acceptable at the discretion of the consortium with documentation of validity and reliability.

Partial List:

- Mullen Scales of Early Learning
- DIAL 3
- *Ages and Stages Questionnaire (ASQ)*

## QCC Consortium Implementation Guide

- ESP: Early Screening Profiles
- ESI-R (Early Screening Inventory)
- Denver II
- Parents Evaluation of Developmental Status
- Parents Evaluation of Developmental Status – Developmental Milestones
- Battelle Developmental Inventory Screening Test
- Learning Accomplishment Profile-Diagnostic Screens

***As indicated by the results thereafter,*** refers to the actions taken by the program to refer families to additional resources based on the results of the screening tool.

Beginning at this point value, both centers and family child care homes must use a developmental screening tool or produce proof of one of the items below:

- IFSP/IEP
- Evidence of screening in another venue (must have actual screen or documented results)
- Parent “opt-out” form or equivalent evidence that parent denied screening
- Detailed documentation of repeated attempts to obtain parental consent when conducting file review

In addition to providing evidence through the file review process that 100 percent of children are screened, the site must provide evidence for how the screening and referral process works at the site level.

### **4 POINTS**

**Indicator:** Program works with families to ensure screening of all children using the **ASQ** at entry and as indicated by results thereafter **AND**

Meets criteria from Point Value 2

**Detail:** Program works with families means:

- Families are engaged in the screening process.
- Results are shared with the family in a confidential and supportive manner.
- Program staff use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources.

For definitions of ASQ, see glossary.

Updated May 2022 22

## QCC Consortium Implementation Guide

### **5 POINTS**

**Indicator:** Program works with families to ensure screening of all children using the **ASQ & ASQ-SE**, if indicated, at entry, then as indicated by results thereafter **AND**

Program staff use children's screening results to make referrals, implement intervention strategies, and adaptations as appropriate **AND**

Meets criteria for Point Value 2

**Detail:** For definition of *Ages and Stages Questionnaire-Social Emotional* (ASQ-SE), see glossary.

"If indicated" is a local decision acting in the best interest of the child.

# QCC Consortium Implementation Guide

## Core 2: Teachers and Teaching

### Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)

#### 1 POINT

**Indicator:** Meets Title 22 Regulations

**Detail:** Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

#### 2 POINTS

**Indicator:**

**Center:** 24 units of ECE/CD (core 8)

**FCCH:** 12 units of ECE/CD (core 8)

**OR**

Associate Teacher Permit

**Detail:** In Point Values 2 through 5, qualifications are entered into the workforce registry for all lead teachers employed at the site AND no less than 75 percent of them must meet requirements in Point Values 2 through 5. All higher education units are calculated by semester units (quarter units are converted to semester units).

Total # of Lead Teachers	# Needed to Meet Requirement
2	2
3	3
4	3
5	4
6	5
7	6
8	6
9	7
10	8

In Point Values 3 through 5, staff in family child care homes (FCCH) and centers are held to the same educational standard.

Point Value 2 is equivalent to the Associate Teacher Permit for family child care homes and centers. Teachers who applied for the permit may substitute verification of application, in lieu of the transcript, for review.

Updated May 2022 24

## QCC Consortium Implementation Guide

An expired permit can meet the requirements for Point Values 2 through 5 as long as the qualifications are consistent with current permit requirements.

The California Commission on Teacher Credentialing (CTC) Child Development Permit Matrix can be found at the following link [https://www.ctc.ca.gov/docs/default-source/leaflets/cl797.pdf?sfvrsn=665bc585\\_0](https://www.ctc.ca.gov/docs/default-source/leaflets/cl797.pdf?sfvrsn=665bc585_0)

For questions regarding Montessori certifications and their equivalent, see Title 22 licensing section 101216.1.

For obtaining translations and determining the status of foreign educational institutions, contact the International Education Research Foundation, Credentials Evaluation Service, [www.ietf.org](http://www.ietf.org). Additional organizations approved by CTC for transcript evaluation can be found at [https://www.ctc.ca.gov/docs/default-source/leaflets/cl635.pdf?sfvrsn=bb4f6e6a\\_8](https://www.ctc.ca.gov/docs/default-source/leaflets/cl635.pdf?sfvrsn=bb4f6e6a_8).

*Core 8 courses* are desired but not required.

Each group of children must have at least one designated lead teacher. The lead teacher must spend the vast majority of time with one group of children who attend at the same time rather than divide time between classrooms or float among groups. The group size is determined by the point value of the rating. The above is based on the NAEYC accreditation definition of a teacher.

For the purposes of rating a licensed FCCH, the lead teacher is defined as the adult who is the owner and full-time operator of the FCCH. If the owner is not teaching the children, the FCCH lead teacher is defined as the adult with the highest degree who spends the vast majority of time with the children. A group of children in an FCCH is defined as those children who are enrolled in the FCCH. The group size is determined by licensing requirements based on the ages of the children enrolled.

### **3 POINTS**

**Indicator:** 24 units of ECE/CD and 16 units of General Education

**OR**

Teacher Permit **AND**

21 hours professional development (PD) annually

**Detail:** Point Value 3 is equivalent to the Teacher Permit.

Professional development activities may include classes, documented workshops, coaching sessions, equivalency of coursework, or other activities as determined locally by consortium. PD activities should stem from the needs of the teacher and program, based on the individual professional growth plan and/or the site's Quality Improvement Plan. Professional development includes, but is not limited to, the QCC Continuous Quality Improvement Framework.

*Annually* in regard to PD is a 12-month period and can be calculated from the point of enrollment in QCC or as otherwise defined by the local consortium.

Method to verify 21 hours of professional development is a local consortium decision.

Updated May 2022 25

## QCC Consortium Implementation Guide

### **4 POINTS**

**Indicator:** Associate's degree (AA/AS) in ECE/CD or closely *related field*

**OR**

AA/AS in any field plus/with 24 units of ECE/CD **OR**

Site Supervisor Permit **AND**

21 hours PD annually

**Detail:** Point Value 4 is equivalent to the Site Supervisor Permit.

Consortium may accept at its discretion Option two of the Teacher Permit if the ECE/CD unit requirement is met.

Method to verify 21 hours of professional development is a local consortium decision.

For Point Values 4 and 5, a BA degree in a closely related field, such as Education or Human Development, may be counted as a related field IF a substantial amount of the coursework was focused on young children ages 0 to 5. "Substantial" is calculated by the workforce registry and is aligned with the California Commission on Teacher Credentialing's approach.

### **5 POINTS**

**Indicator:** Bachelor's degree in ECE/CD **OR**

BA/BS in any field plus/with 24 units of ECE/CD that conform to permit requirements **OR**

Master's degree in ECE/CD **OR**

Program Director Permit **AND**

21 hours PD annually

**Detail:** Point Value 5 is equivalent to the Program Director Permit.

Consortia may accept at their discretion option two of the Master Teacher permit if the ECE/CD unit requirement is met.

Method to verify 21 hours of professional development is a local consortium decision.

Core 2: Teachers and Teaching

**Element 4. Effective Teacher-Child Interactions: CLASS® Observations (\*Use tool for appropriate age group as available)**

**1 POINT**

**Indicator:** Not applicable

**Detail:** Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

**2 POINTS**

**Indicator:** Familiarity with CLASS (e.g., two-hour overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)

**Detail:** The decision about what constitutes *familiarity with CLASS* is a local one.

It is recommended that CLASS presentations be conducted by a Certified CLASS Trainer.

**3 POINTS**

**Indicator:** Independent CLASS assessment by reliable observer (using the appropriate tool) to inform the program's professional development/ improvement plan

**OR**

Informal assessment and results used to inform Quality Improvement Plan and staff professional development plan.

**Detail:** While results of the independent CLASS observation will be used to inform the site's Quality Improvement Plan, evidence of having a Quality Improvement Plan in place is not a requirement for a point value of three.

If choosing to use an informal assessment, the information from those assessment results must be evident in the program Quality Improvement Plan and staff professional development plan.

An informal assessment may include an external assessment, self-assessment, or other methods determined locally to enable teachers/sites to review adult-child interactions and set goals for improvement.

For an independent assessment CLASS reliability must be renewed annually and is available for the Infant, Toddler, and Pre-K CLASS tools. A *reliable CLASS observer* should be able to provide a certificate indicating current reliability (issued within the previous 12 months).

In classrooms with multiple age groups, it is a local decision as to whether to use the age level tool appropriate for the highest number of children or to alternate two tools. If children are equally distributed, consult Teachstone ([www.teachstone.org](http://www.teachstone.org)) for advice.

## QCC Consortium Implementation Guide

### **4 POINTS**

**Indicator:** Independent CLASS observation by reliable observer (using the appropriate tool) with minimum CLASS domain scores:

**Pre-K:**

- Emotional Support Domain (ES) – 5
- Instructional Support Domain (IS) – 3
- Classroom Organization Domain (CO) – 5

## QCC Consortium Implementation Guide

### **Toddler:**

- Emotional & Behavioral Support Domain (EBS) – 5
- Engaged Support for Learning Domain (ESL) – 3.5

### **Infant:**

Responsive Caregiving Domain (RC) – 5.0

## **5 POINTS**

**Indicator:** Independent assessment with CLASS (for appropriate age group as available) with minimum CLASS domain scores:

### **Pre-K:**

- ES – 5.5
- IS – 3.5
- CO – 5.5

### **Toddler:**

- EBS – 5.5
- ESL – 4

### **Infant:**

RC – 5.5

## **DETAIL (POINTS 4 & 5)**

**Detail:** Minimum scores are recommended by Teachstone, LLC, and based on research on the CLASS and on the design of QCC.

Each classroom rated will receive an individual point value based on the tool used and the domain cutoff scores. Average all classroom points and drop the decimal to obtain the final site points on this element.

## QCC Consortium Implementation Guide

Example:

Classroom	Domain Score	Domain Score	Domain Score	Points for Element
Pre-K Alligators	ES 5.42	IS 3.13	CO 5.89	4
Pre-K Bears	ES 5.10	IS 2.95	CO 5.68	3
Toddler Dragonfly	EBS 5.15	ESL 3.32		3
Infant Ladybugs	RC 5.11			4

1. Total the points earned by classroom

$$4 + 3 + 3 + 4 = 14$$

2. Divide by number of classrooms observed = 4
3. Obtain average points for observed classrooms

$$14 \div 4 = 3.5$$

4. Drop the decimal to determine final point value for the site for this element

Site points for Element 4 (Teacher-Child Interactions) = 3

# QCC Consortium Implementation Guide

## Core 3: Program and Environment

### Element 5. Ratios and Group Size (Centers Only)

#### 1 POINT

**Indicator:** Center: Title 22 Regulations

Infant Ratio of 1:4

Toddler Option Ratio of 1:6

Preschool Ratio of 1:12

FCCH: Title 22 Regulations

(excluded from point values in ratio and group size)

#### 2 POINTS

**Indicator:** Center:

Infant/Toddler Ratio of 4:16

Toddler Ratio of 3:18

Preschool Ratio of 3:36

#### 3 POINTS

**Indicator:** Center:

Infant/Toddler Ratio of 3:12

Toddler Ratio of 2:12

Preschool Ratio of 2:24

#### 4 POINTS

**Indicator:** Center:

Infant/Toddler Ratio of 3:12 or 2:8

Toddler Ratio of 2:10

Preschool Ratio of 3:24 or 2:20

#### 5 POINTS

**Indicator:** Center:

Infant/Toddler Ratio of 3:9 or better

Toddler Ratio of 3:12 or better

Preschool Ratio of 1:8 and group size of no more than 20

## QCC Consortium Implementation Guide

### **DETAIL (POINTS 1, 2, 3, 4 & 5)**

**Detail:** Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

Volunteers may not be used in ratio and group size calculations. Title 22 regulations require that adult: child ratios include only employed adults.

#### ***Ages: group size***

- Infant - A child aged birth to 18 months.
- Toddler - A child who is 18 to 36 months of age.

Based on Education Code Section 8265.5

- Preschooler - A child who is three years of age to kindergarten entry. The child's third birthday must be on or before September 1.

Based on Management Bulletin 14-02

#### ***Ratios***

Centers must meet the Community Care Licensing standards at a minimum.

Staff must meet the needs of the children in attendance and provide visual observation and supervision at all times. Centers may need additional staff depending on the age of children and their needs. Additional staff are needed for backup. An aide cannot be left alone with children except during naptime and to escort them to the restroom.

- One teacher can supervise no more than 12 children.
- One teacher and one aide can supervise up to 15 children.
- A fully qualified teacher and an assistant with six early childhood education units can supervise up to 18 children.
- A ratio of one teacher or aide for 24 napping children is permitted, provided the additional staff to meet the "awake" ratios are immediately available at the center.

Based on California Code of Regulations, Title 22 section 101216.3, Ratios and group size are verified through:

- In-person visit for Point Values 3 through 5 (documented in the ERS assessment chosen)
- Self-report in portfolio and certified through portfolio certification process

How to handle out-of-ratio and child endangerment is a local decision. The California Child Abuse Reporting Law must be followed (Penal Code Sections 11165-11174.3).

Ratio and group size scores will be reported as follows:

## QCC Consortium Implementation Guide

As with the CLASS rating, individual point values for each classroom will be determined for the ratio/group size element based on the Rating Matrix. Each classroom's rating is averaged for the site rating. The decimal is dropped and the whole number will be reported as the points for this element.

Example:

Infant Room point value of 4

Toddler Room point value of 3

Preschool Room A point value of 2

Preschool Room B point value of 3

Preschool Room C point value of 2

$$4 + 3 + 2 + 3 + 2 = 14$$

$$14 \div 5 = 2.8$$

**Overall points for ratio/group size = 2**

### Core 3: Program and Environment

#### Element 6. Environment

##### 1 POINT

**Indicator:** Not Required

**Detail:** Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

##### 2 POINTS

**Indicator:** Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan

**Detail:** *Familiarity with ERS* can include having attended overview orientations, webinars, training, college courses in which the tool was presented, and/or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing assessments or observations. The decision about what constitutes familiarity is a local one.

##### 3 POINTS

**Indicator:** Assessment on the whole tool.

Results used to inform the program's Quality Improvement Plan.

## QCC Consortium Implementation Guide

**Detail:** Type of assessment is a local decision and may include an external assessment, self-assessment designed by local consortium, or other methods determined locally to enable teachers/sites to review environment quality and set goals for improvement. Requirements for three points should be greater than requirements for two points.

### **4 POINTS**

**Indicator:** Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan and staff professional development plan.

**Detail:** Type of assessment is a local decision and may include an external assessment, self-assessment designed by local consortium, or other methods determined locally to enable teachers/sites to review environment quality and set goals for improvement.

### **5 POINTS**

**Indicator:** Current National Accreditation approved by the California Department of Education.

## QCC Consortium Implementation Guide

**Detail:** National Accreditation may be used to satisfy the Point Value 5 criteria. Currently, National Accreditation at Point Value 5 refers to the National Association for the Education of Young Children (NAEYC).

Other National Accreditation must be approved by the California Department of Education prior to awarding the site five points for this element.

### Core 3: Program and Environment

#### Element 7. Director Qualifications (Centers Only)

##### 1 POINT

**Indicator:** 12 units of core ECE/CD (early childhood education, child development, family/consumer studies, or related field), plus 3 units in management/ administration.

##### 2 POINTS

**Indicator:** 24 units of core ECE/CD, plus 16 units of General Education, plus 3 units of management/ administration

**OR**

Master Teacher Permit

##### 3 POINTS

**Indicator:** Associate's degree with 24 units of core ECE/CD, plus 6 units of management/ administration plus 2 units of supervision **OR**

Site Supervisor Permit **AND**

21 hours PD annually

##### 4 POINTS

**Indicator:** Bachelor's degree with 24 units of core ECE/CD, plus 8 units of management/ administration

**OR**

Program Director Permit **AND**

21 hours PD annually

## QCC Consortium Implementation Guide

### **5 POINTS**

**Indicator:** Master's degree with 30 units' core ECE/CD including specialized courses, 8 units of management/ administration

**OR**

Administrative Credential **AND**

21 hours PD annually

### **DETAILS (POINTS 1, 2, 3, 4 & 5)**

Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

*Center director* is responsible for:

- Scheduling staff in accordance with licensing requirements and site needs
- Managing of all aspects of employee relations including performance review and training
- Meeting all licensing regulations, agency policies and procedures and the Education Code as applicable
- Accurate update of records on site including but not limited to enrollment, attendance, meal counts, daily logs, curriculum, child observations, and parent participation
- The Designee for ensuring implementation of requirements of funding, including assessment, screening, curriculum, etc.
- The legal Designee to send and/or receive legal documents (i.e., restraining orders, suspected child abuse reports, unusual incident reports, etc.)

A director who is responsible for two or more sites may serve as the “program director” of all of the site locations provided that a person meeting qualifications at Point Value 1 is employed for each individual site/location. In this instance, both the “program director” and a designated lead teacher will meet the educational qualifications of center director.

*Based on the California Code of Regulations, Title 22 sections 101215 and 101215.1*

For example, state preschools located on the grounds of elementary school may have a “program director” of all the state preschool locations; however, at least one teaching staff person of a state preschool on each site must meet the educational qualifications of “center director.”

Method to verify 21 hours of professional development is a local consortium decision.

## **QCC Consortium Implementation Guide**

Note for clarification: Due to changes in course offerings of administration/management and supervision in colleges in California, if a course includes content in both administration/management AND supervision in ECE/CD, the two semester units will be met for three points.

For Point Values 2 through 5, qualifications are entered into the workforce registry for all administrators employed at the site. All higher education units are calculated by semester units (quarter units are converted to semester units).

## Glossary

**Age groups** are defined by QCC as:

- Infants – Birth through 17 months, or as defined by the assessment tool
- Toddlers – 18 through 35 months, or as defined by the assessment tool
- Preschool – 36 months through kindergarten entry, or as defined by the assessment tool

**Ages and Stages Questionnaire® (ASQ)** is a series of 19 parent-completed questionnaires designed to screen the developmental performance of children in the areas of communication, gross motor skills, fine motor skills, problem solving, personal social skills, and overall development across time. The age-appropriate scale is completed by the parent or caregiver. The items on the scale represent behaviors the child should be able to perform at that age.

**Ages and Stages Questionnaire®: Social Emotional (ASQ:SE)** Modeled after the ASQ, the ASQ: SE is a series of questionnaires about young children’s social and emotional development. Identifying behavior through ASQ:SE-2 paves the way for next steps to helping children reach their fullest potential, such as further assessment or specialized intervention or ongoing monitoring.

**California State Preschool Programs** serve eligible three- and four-year-old children in part-day and full-day services that are developmentally, culturally, and linguistically appropriate. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees.

**Center director** provides direct on-site supervision and administrative support to teaching staff and children, provides ongoing communication with public and private agencies, and support to families in an early care setting with at least one classroom. For additional clarification, see the Detail section under Element 7 in this guide.

**Certified CLASS® observer** is a person who has attended a CLASS Observation Training and who has passed a CLASS Reliability Test within the past year. A Certified CLASS Observer has demonstrated a solid understanding of the CLASS tool and is qualified to code classrooms using the CLASS observation tool.

**Classroom Assessment Scoring System® (CLASS®)** is an observation tool designed by the University of Virginia to measure the quality of classroom processes and teacher-child interactions.

**CLASS Affiliate Trainer** receives certification through Teachstone, LLC. Certification is given to trainers who pass reliability on the CLASS tool and participate in Teachstone’s Train-the-Trainer program. These trainers should be able to produce a certificate

Updated May 2022 38

## QCC Consortium Implementation Guide

indicating that they successfully completed the Train-the-Trainer program along with a certificate demonstrating their current reliability on the CLASS tool (must be renewed annually). Certification is specific to each CLASS tool and its associated age group.

**CLASS observation**, also known as a CLASS assessment, is conducted by a Certified CLASS Observer.

**Classroom** is defined for the purpose of the QCC as:

- One teaching team using the same physical classroom space and working with the same age group.
- A group of children under a single teaching team. A classroom may be full-day or half-day. The definition of “group=classroom” in half-day morning and afternoon preschool is based on the consistency of the teaching team and consistency of the ages of children served.

### **Core 8 courses:**

1. Child Growth and Development
2. Child, Family, and Community
3. Introduction to Curriculum
4. Principles and Practices of Teaching Young Children
5. Observation and Assessment
6. Health, Safety, and Nutrition
7. Teaching in a Diverse Society
8. Practicum

**Desired Results Developmental Profile (DRDP)** is a child observational assessment (not inclusive of the Desired Results for Children and Families – Parent Survey (optional)).

**Desired Results Access** supports special educators, administrators, and families in implementing the California Department of Education’s Desired Results Developmental Profile (DRDP (2015)) for infants, toddlers, and preschoolers who have an IFSP or IEP

**DRDP Online** creates psychometrically valid reports for teachers and also meets the QCC requirements of state-level data.

**Early learning site** An early learning site is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.

## QCC Consortium Implementation Guide

**Evidence-based child assessment/observation tool** provides the level of evidence to support the generality of a practice as indicated by research. Evidence may come from empirical evidence, through evaluation reports by an outside source or the developer, or by consensus documents published by a professional organization.

**Familiarity with CLASS** refers to the participating program's management, center director, family child care operator, and lead teacher, as appropriate, having a basic understanding of the CLASS assessment tool. This can include having attended overview orientations, webinars, training, college courses in which the tool was presented, or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing observations.

**Familiarity with ERS** refers to the participating program's management, center director, family child care operator, and lead teacher, as appropriate, having a basic understanding of the relevant ERS assessment tool.

**Group of children** are children who are assigned for most of the day to a specific teacher or a team of teaching staff members and who occupy an individual classroom or well-defined space in a center. For FCCH, the number of children who are enrolled in the FCCH.

**Head Start/Early Head Start** are federally funded programs promoting school readiness of children under the age of five years from low-income families through education, nutrition, health, social, and other services.

**In good standing** refers to a licensed child care center or family child care home that currently does not have any of the following: (1) a non-compliance conference; (2) an administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken); and (3) a probationary license. (See Health and Safety Code Sections 1596.773 and 1596.886.)

**Lead Teacher** is the adult with primary responsibility for a group of children. For the purposes of rating an early childhood classroom, lead teacher is the adult who meets the minimum licensing requirements as a teacher and any additional requirements for the point-level of the rating. When there is more than one teacher working in a group, the lead teacher shall be considered the person with the highest degree.

**Participating sites** are licensed centers, family child care homes, and license-exempt settings. Priority is given to participating programs that are serving children with high needs.

**Professional Development** refers to 21 hours of professional development or continuing education per year, consistent with the professional growth activities described in the Commission on Teacher Credentialing Child Development Permit Professional Growth Manual ([http://www.ctc.ca.gov/credentials/manuals-handbooks/PG\\_Manual\\_ChildDev.pdf](http://www.ctc.ca.gov/credentials/manuals-handbooks/PG_Manual_ChildDev.pdf)), pages 8 & 9.

## QCC Consortium Implementation Guide

**Points** in QCC are based on sites' level of implementation of each quality element.

**Program works with families** means families are engaged in the screening process. The results are shared with the family in a confidential and supportive manner. Program staff use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources.

**Quality Rating and Improvement System (QRIS)** is a “method to assess, improve, and communicate the level of quality in early care and education settings”<sup>3</sup>.

**Regional Coordination and Training and Technical Assistance Hubs** (Hubs) are developed for consortia participating in First 5 IMPACT and QCC. The primary focus of the Hubs is to provide coordination and specialized support to consortia within a region or with similar technical assistance needs to create economies of scale while building a local early learning system. As a regional body, the Hubs are required to:

- Help consortia identify local and regional strengths and assets, and determine local and regional gaps and needs
- Coordinate regional data collection and activities to implement the QCC elements and Systems Functions
- Reduce regional duplication of efforts
- Build local and regional expertise, and incorporate state and federal evidence-based practices models
- Maintain a strong connection to the QCC

**Related Field** refers to Education, Human Development, or a similar unit-based course that may be counted as a “child development related field” when a “substantial” amount of the coursework is focused on young children ages 0-5. QCC defers to the CTC and the Workforce Registry to determine whether coursework qualifies as a related field.

**Reliable CLASS observer** is an individual who has demonstrated their ability to observe and rate classrooms based on the CLASS quality indicators.

**Teaching team** consists of the same group of teachers over time.

**Valid and reliable child assessment/observation tool** refers to any assessment or tool whereby implementation from one time to the next and from one observer/implementer to the next is likely to yield the same results (reliability), and the instrument or tool measures what it says it measures in the defined audience or group (validity). Often, instrument validity is limited to a specific language, culture, or age group.

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For SDQPI Provider Services  
Exhibit “E”: CSPP Quality Site Block Grant Fiscal Requirements**

**1. CSPP Quality Site Block Grant**

The 2022-23 CSPP Quality Site Block Grant extends from July 1, 2022 through June 30, 2023. Funding is contingent on the site continuing to participate during the 2022-23 school year. The Quality Site Block Grant amount for FY 2022-23 has been determined based on child days of enrollment (cdes) your agency earned in FY 2019-2020 and the percent of CSPP sites with a valid QCC rating of 4 or 5 as of September 30, 2022. Your funding calculation is attached as **Exhibit “E” – Attachment 1**.

**2. Invoicing Requirements**

Agencies shall submit a single invoice for payment of funds. Provider shall invoice for the full amount after this amendment is fully executed and no later than April 14, 2023. Provider shall submit an invoice via email to the SDCOE Budget Technician.

**3. Reporting Requirements**

Agencies shall submit an expenditure report with a summary of expenses on the template included in **Exhibit “E” – Attachment 2**, unless a different reporting method is required by CDE. Provider will be notified in advance of the due date, once SDCOE receives notification from CDE.

Provider is responsible for completing budget reporting requirements to SDCOE and/or CDE as determined by CDE.

Funds may be used for improvements at the site as determined by CDE Fiscal Services guidance documents. For additional guidance on fiscal reporting requirements, please refer to the *Child Development Attendance & Fiscal Reporting & Reimbursement Procedures* document also known as “Greenbook” on CDE’s website and California Department of Education Annual Year-End Reporting reminders for Executive Directors of Child Care and Development Programs.

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For SDQPI Provider Services**

**Exhibit “E”: CSPP Quality Site Block Grant  
Fiscal Requirements  
Attachment 1: 2022-23 CSPP Quality Site Block Grant**

— SAN DIEGO —  
**QUALITY**  
 PRESCHOOL INITIATIVE

**2022-23 CSPP Quality Site Block Grant for San Ysidro School District**

Based on the number of child days of enrollment (cde's) your agency earned in FY 2019-2020, and the percent of CSPP sites with a valid QCC rating of 4 or 5 as of September 30, 2022 from the sites listed below, your preliminary CSPP Quality Site Block Grant amount is calculated as follows:

	Percentage of sites at each Tier level	Total Dollar Amount based on the % of cde's at each tier level
QCC Tier 5:	100.0%	\$73,939.13
QCC Tier 4:	0.0%	\$ 0.00
QCC Tier 3 or below, or not yet rated:	0.0%	\$0.00
<b>Total CSPP Quality Site Block Grant Amount</b>		<b>\$73,939.13</b>

CSPP sites receiving a Quality Site Block Grant:

- Ocean View Hills Preschool 5
- Smythe/CDC Preschool 5
- Sunset Preschool 5

**The Quality Site Block Grant amounts for fiscal year 2022-23 above are final.**



**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For SDQPI Provider Services**

**Exhibit “E”: CSPP Quality Site Block Grant  
Fiscal Requirements  
Attachment 2: Reporting Template**

<b>NAME of Contractor</b>	
<b>E-MAIL TO sylvia.munoz@sdcoe.net</b>	
<b>Considering the CSPP Quality Site Block Grant received, please indicate how much was spent in the corresponding categories.</b>	<b>Amount spent from July 1, 2022 - June 30, 2023</b>
<b>1000 Certified Salaries</b>	
Increase in salaries	
Release Time/Substitutes	
Paid Pre-Service Day(s)	
Professional Development/coursework reimbursement	
Additional staff to reduce adult: child ratios	
Additional staff to cover time for PLC/completing ASQs or other assessments	
Other:	
<b>Subtotal</b>	<b>\$ -</b>
<b>2000 Classified Salaries</b>	
Paid Pre-Service Day(s)	
Other:	
<b>Subtotal</b>	<b>\$ -</b>
<b>3000 Benefits</b>	
Other:	
<b>Subtotal</b>	<b>\$ -</b>
<b>4000 Supplies</b>	
Other:	
<b>Subtotal</b>	<b>\$ -</b>
<b>5000 Travel/Equipment/Contractual</b>	
Travel	
Equipment	
Workshop conference/registration fee	
Incentives/Teacher stipends	
Contracted/Purchased Professional Development Services	
Other:	
<b>Subtotal</b>	<b>\$ -</b>
<b>Other Spending Categories not mentioned (please specify):</b>	
Indirect Cost	
Other:	
Unspent amount as of June 30, 2022 (Transfer to Reserve per CDE guidelines)	
<b>Subtotal</b>	<b>\$ -</b>
<b>Grand Total</b>	<b>\$ -</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

**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:** PURCHASE OF TWO UTILITY TRUCKS

---

**BACKGROUND INFORMATION:**

The Maintenance Department has an urgent need for two new utility trucks due to the constant breakdown of older vehicles. Repairs are excessive and reduce the operational efficiency.

We received a proposal for the 2 new utility trucks that will be added to the current vehicle fleet in an amount of \$97,500.00.

**RECOMMENDATION:**

Approve the purchase of two utility trucks in an estimated amount of \$97,500.00 from the Restricted Routine Maintenance Account.

---

**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 #

\$97,500.00

(Amount)

Restricted Routine Maintenance Account

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

Kearny Mesa



KEARNY MESA FORD  
7303 CLAIREMONT MESA BLVD.  
SAN DIEGO CA, 92111

SYSD QUOTE 9.14.2022-1 REVISED

**QUOTE** =

**SAN YSIDRO SCHOOL DISTRICT**

Attn: Jesus Sanchez  
Address 4350 Otay Mesa Road  
City San Ysidro State CA ZIP 92173  
Phone (619) 428-9355 FAX: \_\_\_\_\_

Date 9/16/2022  
INVOICE # SYSD-QF250-  
9132022

Qty	Description	Unit Price	TOTAL
2	2022 Ford F-250 4x2 Regular Cab 6.2L Gasoline Engine, 600A Pkg VIN #1FDBF2A60NEF36054 VIN #1FDBF2A68NEF36061	\$34,446.50	\$68,893.00
2	Scelzi Utility Body Model SB-98-79-49-38-VO	\$10,789.00	\$21,578.00
2	CA TIRE FEE	\$8.75	\$17.50
2	CA TAX 7.75%	\$3,505.75	\$7,011.50
	CA DMV FEES (EXEMPT)		
<b>SUB TOTAL:</b>			<b>\$97,500.00</b>

INSPECTED AND RECEIVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**TOTAL: \$97,500.00**

DEALER: \_\_\_\_\_

**KEARNY MESA FORD COPY**



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 10, 2022

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

**FROM:**  
Russell Little  
Assistant Superintendent of  
Educational Leadership and Pupil  
Services

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH THE HAZEL HEALTH INC. AND TELEHEALTH SERVICES USA

---

**BACKGROUND INFORMATION:**

Hazel Health engages physicians and other licensed practitioners, such as nurse practitioners duly licensed in various states, including the State of California who are qualified and experienced in providing telehealth-based therapy and counseling services.

The District believes a contract by which it arranges for these telehealth services will improve quality healthcare access for its students, as well as reduce truancy related illness, increase retention, and overall improve academic performance of its students. These healthcare services, therapy or counseling services may occur at the District or outside the District.

There will be no cost to the District for the first year (Pilot year). Except to the extent inconsistent with federal or state law, Hazel Health and its Physician or Professionals shall have the sole and exclusive right to bill and collect for the Services from all patients, health plans, governmental agencies, third party payers, and other financially-responsible parties. Should the District continue with this service beyond the initial term (November 14, 2022 to November 13, 2023) a fee may apply based on the District's total enrollment at \$15/student (approx. \$75,000/yr).

**RECOMMENDATION:**

Approve the agreement with Hazel Health Inc. and Telehealth Services USA to provide services for students at all District schools for the 2022-2023 School Year.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

**Goal #3 Student Engagement and School Climate**

3.11 Staff to support social emotional supports and wellbeing through a multitiered system of supports that focuses on universal access to social emotional learning. The increased staff will support staff in building capacity in the area of social emotional wellbeing, as well supporting students in need of Tier 2 and Tier 3 support.

---

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

**MASTER SERVICES AGREEMENT BETWEEN SAN YSIDRO SCHOOL DISTRICT AND  
HAZEL HEALTH INC. AND TELEHEALTH SERVICES USA**

**This Teletherapy Professional Services Agreement** (“Agreement”) is made and entered into as of November 14, 2022 (the “Effective Date”), by and between, Hazel Health Inc., a Delaware corporation qualified to do business in California (“Hazel”) and Telehealth Services USA., doing business as Hazel Health Services, a California professional corporation (Hazel Health) and the San Ysidro School District existing under the state laws of California, (“District”), for the provision of telehealth-based professional health care services, therapy and counseling services. Each entity is referred to individually as a “party” and the entities collectively are referred to as the “parties.”

**RECITALS**

A. Hazel Health engages physicians and other licensed practitioners, such as nurse practitioners duly licensed in various states, including the State of California who are qualified and experienced in providing telehealth based therapy and counseling services.

B. Hazel is in the business of assisting Hazel Health by providing non-clinical services such as telehealth technology, training, and technology support services.

C. District is a public school district within the state of California and desires to engage Hazel Health to provide certain telehealth-based services to its enrolled students.

D. District believes a contract by which it arranges for these telehealth services will improve quality healthcare access for its students, as well as reduce truancy related illness, increase retention, and overall improve academic performance of its students.

E. Healthcare services, therapy or counseling services may occur at the District or outside the District to covered students as agreed upon by the parties.

**NOW, THEREFORE**, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the parties agree as follows:

**1. Hazel and Hazel Health Obligations.** District hereby engages Hazel Health to be a Physician or Professional of telehealth-based primary care services (the “Services”).

**1.1 Applicable Standards.** Hazel Health shall at all times render Services in accordance with: (i) professional standards of care; (ii) applicable statutes and regulations; (iii) District’s written policies; and (iv) any protocols developed by the parties.

**1.2 Coverage and Response Time.** Hazel Health shall make the Services, as further described in Exhibit A of this Agreement, available in accordance with the service level availability requested by the District. District understands and agrees that Hazel Health is not responsible for unavailability of the Services, or for a delay or interruption in performing the Services, if due to a network communications or technology error, failure, or interruption, or to unexpected volume, beyond the control of Hazel Health based upon commercially reasonable standards. In the event the full scope of Services is unable to be provided (e.g., unanticipated unavailability of Hazel Health Physician or Professionals due to sickness or an emergency, a network server error, equipment or system malfunction), District shall provide its customary level of care for

students which may be limited to visits with the school nurse. In such an event, Hazel Health shall make best efforts for its Physicians or Professionals to continue to be available for phone consultation, to the extent such is appropriate in the Physician or Professionals' professional judgment.

**1.3 Hazel and Hazel Health's Representations.** Hazel Health represents as follows, and shall notify District immediately upon becoming aware that any of the representations below is no longer correct:

(a) Hazel and Hazel Health have the authority to enter into this Agreement;

(b) Hazel and Hazel Health are not bound by any agreement or arrangement that would preclude it from entering into, or from fully performing the Services required under this Agreement;

(c) Neither Hazel Health nor any Physician or Professional providing services under this Agreement: (i) is a "sanctioned person" under any federal or state program or law; (ii) has been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services; (iii) has been listed on the General Services Administration's List of Parties Excluded from Federal Programs; (iv) has been listed on the U.S. Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; or (v) has been convicted of a criminal offense related to health care.

**1.4 Independent Medical Judgment.** Hazel Health and its Physician or Professionals shall use their independent medical and professional judgment when performing professional telehealth services. Hazel, nor the District, shall have nor exercise any control over the professional judgment and medical decision-making of the Physicians or Professionals.

**1.5 Applicable Standards and Staffing.** To enable Hazel Health to provide the Services, District shall staff and equip its location(s) in accordance with: (i) applicable standards of care; (ii) applicable statutes and regulations; (iii) District's written policies; and (iv) any protocols developed by the parties.

**1.6 Telehealth Technology and Support.** District shall provide the technology and support as set forth in this Agreement. The selected sites must have consistent Wi-Fi access of 1.5 Mbps download 500 Kbps upload. District agrees to provide a regular data feed to Provider with demographic and relevant data necessary to provide the highest quality care. District will also provide printing capabilities as needed with the requisite supplies, including but not limited to printer, toner and printing paper.

**1.7 Telepresenter/Initiator.** District shall make an onsite individual available to Hazel Health for purposes of serving as a telepresenter/initiator who will assist with certain administrative and basic clinical functions under the direction and supervision of the Hazel Health's Physician or Provider as required by applicable state law. The duties of Initiators include, but are not limited to, (a) verifying that the student's parents/guardians have consented to treatment by Provider and (b) launching the application to start the visit.

**1.8 District's Representations.** District represents as follows, and shall notify Hazel Health immediately upon becoming aware any of the representations below is no longer correct:

(a) District is a public school district accredited and in good standing under the laws of the State of California, and has the authority to enter into this Agreement;

(b) District is not bound by any agreement or arrangement that would preclude it from entering into, or from fully performing its obligations under, this Agreement;

(c) Neither District nor any of its employees, officers or agents: (i) are “sanctioned persons” under any federal or state program or law; (ii) have been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services; (iii) have been listed on the General Services Administration’s List of Parties Excluded from Federal Programs; (iv) have been listed on the U.S. Department of Treasury, Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List; or (v) have been convicted of a criminal offense related to health care;

**1.9 Covered Schools.** All District schools are covered under this Agreement.

1.10 Neither District nor its affiliates or subsidiaries, nor any employee, agent or representative of District or its affiliates has any financial relationship, direct or indirect, with any Physician or Professional, except as expressly set forth in this Agreement.

## **2. Medical Records; FERPA; HIPAA Privacy & Security.**

**2.1 HIPAA Compliance.** The health records of Hazel Health’s patients which are prepared and maintained by Hazel Health in connection with providing the Services hereunder are the property of Hazel Health. Hazel Health agrees to comply with all applicable federal and State laws and regulations relating to the maintenance, uses and disclosures of protected health information (including any heightened requirements for mental health records), including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 et. seq. (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and any current and future regulations promulgated thereunder, including those published at 45 C.F.R. Parts 160, 162, and 164, all collectively referred to herein as “HIPAA Requirements.” To the extent required by the HIPAA Requirements, Hazel Health shall obtain authorization and consent from the patients and/or patients’ parents or legal guardians to use or disclose the patients’ protected health information.

**2.2 FERPA Compliance.** The parties acknowledge that certain information Hazel or Hazel Health may view or have access to may be considered education records that are subject to the Family Educational Rights and Privacy Act, codified at 20 U.S.C. § 1232g, and its implementing regulations, codified at 34 C.F.R. Part 99, collectively referred to herein as “FERPA.” The Parties further acknowledge that, in some instances, FERPA or State law may require a patient’s authorization to disclose education records from the District to Hazel Health. To the extent required by FERPA or State law, District shall obtain the patient’s authorization to disclose educational records to Hazel Health. Hazel and Hazel Health agrees to comply with any FERPA or applicable State law requirements regarding the confidentiality of education records.

**3. Compensation.** District shall pay Hazel in accordance with the payment provisions set forth in Exhibit A of this Agreement, incorporated herein (“Compensation”). No district cost for one year.

**4. Billing and Collection.** Except to the extent inconsistent with federal or state law, Hazel Health and its Physician or Professionals shall have the sole and exclusive right to bill and collect for the Services from all patients, health plans, governmental agencies, third party payers, and other financially-responsible parties.

## **5. Term and Termination.**

**5.1 Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year. Upon the conclusion of the Initial Term, this Agreement shall renew for a subsequent successive one (1) year term upon the signature of the Superintendent or other authorized District

representative unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. The parties recognize there may be a ramp-up period following the Effective Date, and the actual commencement of Services under this Agreement is contingent upon the parties jointly determining a mutually-agreeable Service schedule. Notwithstanding the foregoing, this Agreement may be terminated as follows:

## 5.2 Termination.

(a) Termination Without Cause. Either party may terminate this Agreement at any time without cause upon ninety (90) days' written notice to the other party.

(b) Termination for Cause. Either party may terminate this Agreement for cause upon material breach by the other party, provided such material breach continues uncured for thirty (30) days after receipt by the breaching party of written notice from the other party specifying such breach. The notice of breach under this Section shall specify with reasonable particularity the nature and extent of the breach for which complaint has been made.

(c) Immediate Termination. Either party may terminate this Agreement immediately by written notice to the other party upon the occurrence of any of the following events: (i) the other party is listed by a federal agency as being debarred, excluded, terminated, or otherwise ineligible for federal healthcare program participation; (ii) the other party discontinues operations for at least fifteen (15) days or loses its required licensure or accreditation; or (iii) the other party files a petition in bankruptcy, or makes an assignment for the benefit of creditors; if any involuntary petition in bankruptcy or petition for an arrangement pursuant to any bankruptcy laws is filed against the other party and such petition or assignment is not dismissed or rescinded, as applicable, within ninety (90) days.

(d) Change in Law. If any state or federal laws or regulations, now existing or enacted or promulgated after the Effective Date, are interpreted by a judicial decision, a regulatory agency or legal counsel in such a manner that this Agreement or any provision hereof may be in violation of such laws or regulations, the parties shall amend this Agreement as necessary to preserve the underlying economic and financial arrangements between the parties and without substantial economic detriment to either party. If, in the written opinion of a party's legal counsel, this cannot be done, then such party may provide thirty (30) days' prior written notice to the other party of the Agreement's termination.

(e) Effect of Termination. The parties shall cooperate to ensure the smooth transition of patient care during termination of this Agreement. To the extent the parties entered into any licensing or other agreements regarding the Services, such agreements shall immediately and automatically terminate concurrent with this Agreement. Each Physician or Professional's credentialing with District and its Covered School(s) shall automatically terminate for the type of Services rendered under this Agreement, except to the extent the Physician or Professional held such membership or privileges prior to the Effective Date of this Agreement. Within thirty (30) days of the termination or expiration of this Agreement, each party shall return to the other all equipment, software, and Confidential Information owned by the other party, and the District shall pay that amount of the Agreement actually performed to the date of termination.

**6. Independent Contractors.** Nothing under this Agreement is intended, nor shall be construed, to create a partnership, employer-employee relationship, or joint venture between the parties. Parties (nor their respective agents or employees) shall have any authority to bind the other party without the other party's express written consent. Each party shall be solely responsible for reporting, withholding, and paying all taxes and other sums due to individuals providing services on its behalf. Likewise, each party shall be solely responsible to provide

and pay for all workers' compensation insurance for any employed individuals providing services on its behalf. Hazel and Hazel Health may engage subcontractors to perform certain of their obligations under this Agreement; provided that no such subcontractor shall relieve Hazel Health of its respective obligations under this Agreement. Hazel may replace Hazel Health as the medical provider with 30 days written notice to the District.

**7. Insurance.** Hazel Health shall secure and maintain professional and general liability insurance (which may be provided through a combination of insurance and/or program of self-insurance) covering such party against any claims or losses arising out of the performance of its the obligations and services hereunder in an amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate per annum or in any greater minimum amount if required by State law. Upon the receipt of any notice of cancellation, termination, or material change of such policy, Hazel Health shall promptly notify the District in writing. In the event Hazel Health procures a "claims-made" policy to meet the insurance requirements herein, Hazel Health shall obtain "tail" coverage upon the termination of any such policy or upon termination of this Agreement. Said "tail" policy shall provide coverage for an indefinite reporting period.

**8. Access to Books and Records.** To the extent applicable, until the expiration of four (4) years after the furnishing of Services hereunder, the parties shall make available to the Secretary of the Department of Health and Human Services, the Comptroller General of the United States, or their duly-authorized representatives, such books, documents and records necessary to certify the nature and extent of the cost of the Services. If any Services are performed by way of subcontract with another organization and the value or cost of such subcontracted Services is Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain and the respective party shall enforce a clause to the same effect as this Section. The availability of the parties' books, documents and records shall be subject at all times to all applicable legal requirements, including without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary.

**9. Indemnification.** Each party to this Agreement ("Indemnifying Party") shall indemnify and hold the other party to this Agreement ("Indemnified Party") harmless from any and all claims asserted against the Indemnified Party by any person who is not a party to this Agreement (and all related liabilities, costs and expenses of any kind whatsoever, including but not limited to attorneys' fees and court costs), to the extent arising out of (i) the negligent acts or omissions or misconduct of the Indemnifying Party, its employees or agents, (ii) noncompliance with any applicable federal or state law, rule or regulation by the Indemnifying Party, its employees or agents, or (iii) any breach by the Indemnifying Party, its agents, employees, or servants of any material covenant or condition of this Agreement. The obligations herein shall survive termination of this Agreement. This indemnification shall not apply to claims covered by insurance, to the extent of such insurance coverage.

**10. Disclaimer of Warranties.** Any equipment and software are provided "as is," with all faults, and without warranty of any kind. Hazel Health disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. District expressly agrees and acknowledges that use of the equipment and software is at the District's sole risk. Neither Hazel nor Hazel Health warrant that the equipment or software will meet district's requirements, or that the equipment or software is compatible with any particular hardware or software platform, or that the operation of the equipment or software will be uninterrupted or error-free, or that defects in the equipment or software will be corrected. No oral or written information or advice given by Hazel Health or their authorized representatives shall create a warranty or in any way increase the scope of this warranty.

**11. Third Party Disclaimer.** Neither Hazel nor Hazel Health make any warranty of any kind, whether express or implied with regard to the third party content or any software, equipment, or hardware obtained from third parties (collectively, the “third party items”). Hazel and Hazel Health expressly disclaim all warranties, express and implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and title/non-infringement with regard to the third party items. Nothing in this agreement shall be interpreted as a warranty, either express or implied, by Hazel or Hazel Health that would expand in any way a standard end-user warranty.

**12. Limitation of Liability.** In no event shall Hazel and Hazel Health be liable to district or any third party for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, loss of data, or loss of business information) arising out of or connected in any way with Hazel Health’s performance under this agreement, or use of or inability to use the equipment or software, or for any claim by any other party, even if Hazel or Hazel Health have been advised of the possibility of such damages. Hazel and Hazel Health shall not be liable for defects in or failures of equipment and/or software, or for defaults by, or defects in services rendered by, third parties. This limitation of liability shall apply even if the express warranties set forth above fail of their essential purpose.

**13. Compliance; No Referrals Required.** Each party agrees to comply with all applicable laws and regulations in performing its obligations hereunder, including but not limited to the federal and state anti-kickback and self-referral laws and regulations, at all times during the term of this Agreement. Although Hazel Health is obligated to provide the Services to the District specified in this Agreement, no party is required to refer patients to, or otherwise generate business for, the other party. The parties intend this Agreement to comply with 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395 (the Stark Law) and any other federal or state law provision governing health care fraud and abuse. The Compensation herein has been determined through good faith and arm’s length bargaining to be commercially reasonable and consistent with the fair market value of the Services. The Compensation does not include any discount, rebate, or kickback, nor is it intended to be an inducement or payment for referral of patients from one party to another. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payers. The parties acknowledge that none of the benefits hereunder are conditioned on any requirement that one party make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. The parties further acknowledge that Hazel Health and its Physician or Professionals are not restricted and can render services for another school district of their own choosing, nor do the services under this Agreement include, directly or indirectly, marketing services by either party. There is no agreement, express or implied, between District and Hazel Health regarding the referral of patients or business among them.

**14. Publicity.** Neither party will use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of the other party or its affiliates, or any simulation, abbreviation or adaptation of the same, or the name of any employee or agent of the other party, without that party’s prior, written, express consent. Notwithstanding the foregoing, Hazel Health may publicly identify District as a user of the Services, and District may publicly identify Hazel Health as its Physician or Professional of the Services. The parties may publicly announce they have entered into this Agreement, but neither shall disclose the specific terms of this Agreement (including pricing) to any third party, except as is required to comply with applicable law.

**15. Entire Agreement; Amendment.** This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements

entered into between the parties. All Exhibits and attachments referred to herein are hereby incorporated into this Agreement. This Agreement and Exhibits may be amended only by a written agreement signed by the parties.

**16. Governing Law.** The terms and conditions of this Agreement, as well as all disputes arising under or relating to this Agreement, shall be governed by California law, specifically excluding its choice-of-law principles. The exclusive forum and venue for the foregoing is the State or District Court of San Diego, California, unless such action cannot by law be brought in such a forum, in which case the venue required by law shall govern. In no event shall such dispute require resolution via arbitration.

**17. Assignment; Binding Effect.** No party may assign or transfer this Agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld. Any unpermitted attempt to assign all or part of this Agreement shall be null and void *ab initio*. Notwithstanding the foregoing, Hazel Health may, without prior consent but upon written notice to District, assign or transfer this Agreement, and/or any of its rights, duties, or obligations hereunder, to any entity that is an affiliate or subsidiary of Hazel Health or any successor organization assuming a controlling interest in Hazel Health or its assets. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and permitted assigns.

**18. Representations by Hazel and Hazel Health.** Hazel Health and Hazel represents that: (i) they are duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) are authorized and in good standing to conduct business in the State of California; (iii) has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individuals executing the Agreement and this Addendum on behalf of Hazel and Hazel Health are authorized to do so.

**19. Funding Out.** Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the vendor at the earliest possible time before such termination.

**20. Subcontractors.** If Hazel or Hazel Health is permitted to subcontract any of the work set forth in the Agreement, each party shall ensure that each subcontractor complies with all provisions of the Agreement and this Addendum. Hazel and Hazel Health will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement. Hazel may replace Hazel Health as the medical provider with 30 days written notice to the District.

**21. Notices; Agency Administrator.** Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

Hazel Health Services  
Attn: Dr. Rob Darzynkiewicz, President  
10775 Pioneer Trail Ste. 215  
Truckee, CA 96161

Hazel Health, Inc.  
Attn: Josh Golomb, CEO and President  
604 Mission Street, Ste. 800  
San Francisco, CA 94105

If to District:

With copy to:  
Office of General Counsel

Attention Superintendent:

Phone:

**22. Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement or Addendum, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement and this Addendum.

**23. No Gifts or Contingent Fees.** Hazel and Hazel Health warrant that they have not employed or retained any company or person, other than a bona fide Hazel or Hazel Health employee, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Hazel or Hazel Health, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Hazel and Hazel Health further warrant that it, nor any of its directors, employees, officers or agents, nor any of their respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement and/or this Addendum. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**24 Miscellaneous. Severability.** The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or unenforceability of any other term(s) or provision(s). **Waiver.** No waiver, including any waiver of breach, shall be valid unless in writing and signed by the parties. **Recitals/Captions.** The recitals are incorporated into this Agreement, but the captions are used solely for convenience. **Non-Discrimination.** Each party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons to the extent prohibited by law. This includes the parties' agreement to treat all patients without regard to payer source, race, color, national origin,

citizenship, sex, age, sexual orientation, disability, religion, or other factors unrelated to the patient's need for health care services. **Force Majeure.** Each party shall be excused from delays in performing its obligations if resulting from causes beyond the commercially reasonable control of the party, including default of vendors, acts of God, governmental actions, fire, flood, epidemic, and embargoes. **No Third Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation any patients or District contractors, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement. If any signature is delivered by facsimile or email or is signed in any electronic format, such signature shall create a valid and binding obligation with the same force and effect as if such signature were handwritten. **Attorney's Fees.** Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**The parties hereto** have executed this Agreement as of the Effective Date:

**Hazel Health Services**

By: \_\_\_\_\_

Dr. Rob Darzynkiewicz  
President  
10775 Pioneer Trail Ste 215 Truckee CA 96161

Attn: \_\_\_\_\_

**Hazel Health, Inc.**

By: \_\_\_\_\_

Josh Golomb  
CEO and President  
604 Mission Street Ste. 800 San Francisco, California 94105

Attn: \_\_\_\_\_

**San Ysidro School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Form Approved:

By: \_\_\_\_\_

## EXHIBIT A

Hazel Health shall provide the telehealth based primary care, counseling and mental health services for students at all District's schools.

### SERVICES

1. **Telehealth Physical Health Services:** For each consultation, the Hazel Health Physician or Professional shall:
  - a. Direct/supervise Initiator in performing initial set tasks.
  - b. Conduct a healthcare consult to assess the patient's clinical needs; and
  - c. Based upon the healthcare consult, should Hazel Health Physician or Professional determine the patient's condition constitutes an emergent matter, refer the patient or directly contact the appropriate emergency service Physician or Professionals (e.g., 911).
  - d. Only patients who have completed the necessary steps to create a valid Physician or Professional-patient relationship via telehealth will receive consultations by Hazel Health Physician or Professionals, including the following steps:
    - i. Agreeing to an informed consent form, terms of use, and release of information and privacy policies .
    - ii. Completing a comprehensive clinical history disclosure via the online platform.
    - iii. Documenting a patient assessment.
  
2. **Telehealth Mental Health Services:** The Hazel Health suite of mental health services include:
  - a. Conducting behavioral health assessments.
  - b. Crisis consultation for the District to include clinical support for District staff, students and parents.
  - c. Conducting care management activities including transitioning care to a long-term provider for long term care or psychiatry.
  - d. Full staffing by case managers, to triage and assist when appropriate.

- e. Up to 800 hours of professional services that can't be billed to a third party such as California Medicaid.
3. **Sufficient Information.** The Physician or Professional's service is reliant upon the accuracy and completeness of the patient information conveyed to the Physician or Professional, which is the sole responsibility of the student/patient. The Physician or Professionals have the right to refuse to provide the Services if, in the independent clinical judgment of the Physician or Professional, necessary information has not been provided to him or her.
4. **Consents.** To the extent required under state law or third party payer rules, Hazel Health shall obtain a valid patient informed consent to telehealth services, and shall place the consent in the patient's health record. To the extent required under state law or third party payer rules, Hazel Health shall communicate to and inform the patient of the nature of the professional services, including that such services will be delivered via telehealth.

### Compensation

The District will compensate Hazel \$0 for the first year. Hazel Health may bill third parties, such as California Medicaid, for any services rendered and eligible for reimbursement.

### Technology and Support

**District's Technology and Support Requirements.** District shall provide its own Internet telecommunication lines necessary to effectively run the telehealth systems and equipment at District's school(s), including all costs associated with installation (if needed), maintenance and monthly availability fees. District is responsible for providing its own information technology support staff for its equipment, connectivity, software, and technology.

**System Testing and Start-Up Period.** As soon as the parties have installed and tested the telehealth equipment and software, and developed communication and clinical protocols, the parties shall conduct a series of "acceptance tests" designed to simulate a telehealth consult and shall refine the process as they mutually agree. The parties shall use all reasonable efforts to complete all start up, protocol development, and system testing matters approximately ten (10) days prior to the target commencement date for the Services in this Statement of Work.

**District Training.** During the initial on-boarding and setup following the Effective Date, Hazel Health will be responsible for providing initial training and orientation to appropriate staff designated by District on telehealth technology utilized at District's location(s). District agrees to fully collaborate with Hazel Health through this period of training and implementation. After the initial implementation and training performed by Hazel Health, District is solely responsible to provide ongoing training to its staff unless it elects to purchase additional optional training from Hazel Health.

# Comprehensive Student Wellness

Hazel HEART Protocol and Physical Health

August 2022

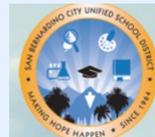
# More than 20 million children

in the U.S. lack sufficient access to essential health care

## Hazel developed the leading solution

for on demand physical and mental health care at school and at home,  
TK-12

*Source: Children's Health Fund, Commonwealth Fund 2020 Scorecard on State Health System Performance*



And 75+ other  
district partners



# CAAASA and CALSA and ALAS Partner



**CAAASA 2022**  
*Statewide Professional Development Summit*

March 30<sup>th</sup> - April 1<sup>st</sup> Sheraton Grand Sacramento Hotel

[Click Here to Register](#)

Wednesday Morning Plenary Session:  
**Addressing Systemic Inequities  
During COVID19 with a Focus on  
Students with the Highest Needs**

*Distinguished Speakers:*

 <b>Dr. Adam Clark</b> Superintendent Mt Diablo Unified School District	 <b>Dr. Paul Gothold</b> Superintendent San Diego County Office of Education
 <b>Dr. Travis Gayles</b> Chief Health Officer Hazel Health	 <b>Dr. George Mckenna</b> Board Member District 1 Los Angeles Unified School District



# San Ysidro School District Mission Goals

## Quality education and opportunity for all students to succeed

With this mission in mind, we commit to the following district goals:

**Goal 1.0 – Create a district-wide focus on improving student achievement and wellness**

**Goal 2.0 – Improve student achievement through effective site governance**

**Goal 3.0 – Improve student achievement through partnerships with parents**

**Goal 4.0 – Increase opportunities for technology integration to enhance instruction for improving student achievement**

**Goal 5.0 – Develop and maintain a high quality staff for improving student achievement through effective personnel, recruitment, hiring, and training practices**

**Goal 6.0 – Increase resources for improving student achievement through effective business practices**

*Source: Children's Health Fund, Commonwealth Fund 2020 Scorecard on State Health System Performance*



And 75+ other district partners



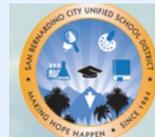


## Dr. Gina Potter, Outstanding Leader Award Recipient, *on behalf of SYSD*

“Our community has done an incredible job wrapping our wings around our children to nurture, care for and ensure their success.”

“This means making sure students have access to technology, health services and all their basic necessities, such as food and shelter, are met so they may excel academically. “

*Source: Children’s Health Fund, Commonwealth Fund 2020 Scorecard on State Health System Performance*



And 75+ other  
district partners



# What we believe

## All students should have access to quality care

*Whether needing ibuprofen, a pink eye medicine prescription or chronic disease management, all students deserve timely care without waiting weeks*

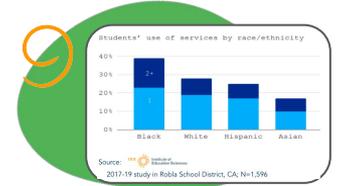
## The more time spent in class, the better

*Gaps in care have existed for decades, COVID-19 exacerbated educational inequities, but evidence-based approaches can ensure additional learning loss is prevented*

## Families deserve both security and health

*Poor access to healthcare means many families must debate whether to seek care or to stay at work and lose wages or are impacted by other SDoH*

# Hazel partnerships include:



## HEART Protocol

A scalable mental health solution, incl. assessment, stabilization, and case mgmt.

## Physical health

On-demand licensed providers available in minutes - at home or at school

## Care coordination

Personalized support to connect families to resources they need

## Program review

Regular review of program data and state-wide impact



# Therapist Profiles



Gabriela Ortiz, LPC

Gabriela takes pride in providing mental health services to youth and families of all backgrounds. Gabriela aims to create a safe place for students and families to express themselves, using a counseling approach that empowers students and helps them overcome any life challenge.

- Over 60% of Hazel's therapists identify as a provider of color
- 1 in 3 Hazel therapists are bilingual



Taneil Green-Wood, LCSW

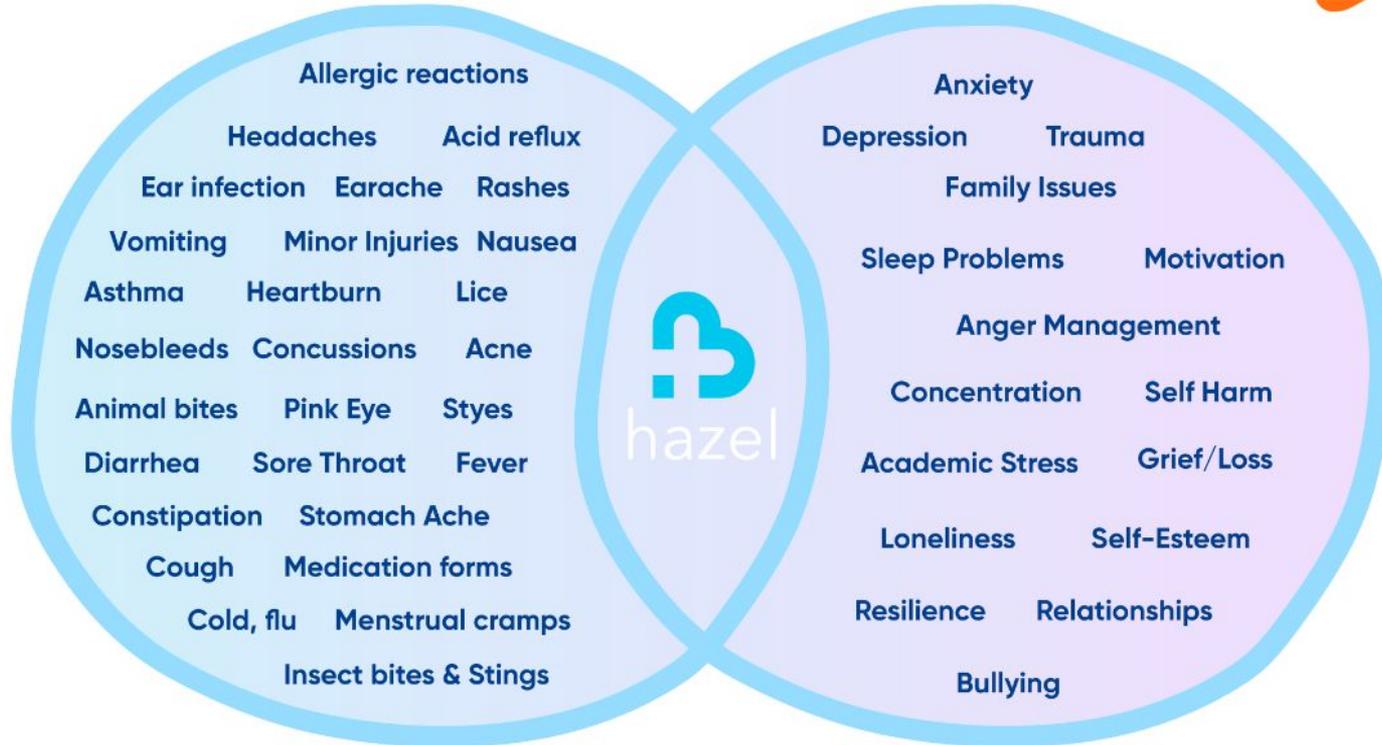
Taneil is a US Army Veteran who has worked for nearly 15 years as a mental health therapist with children from diverse populations. She loves spending time with her family and traveling.



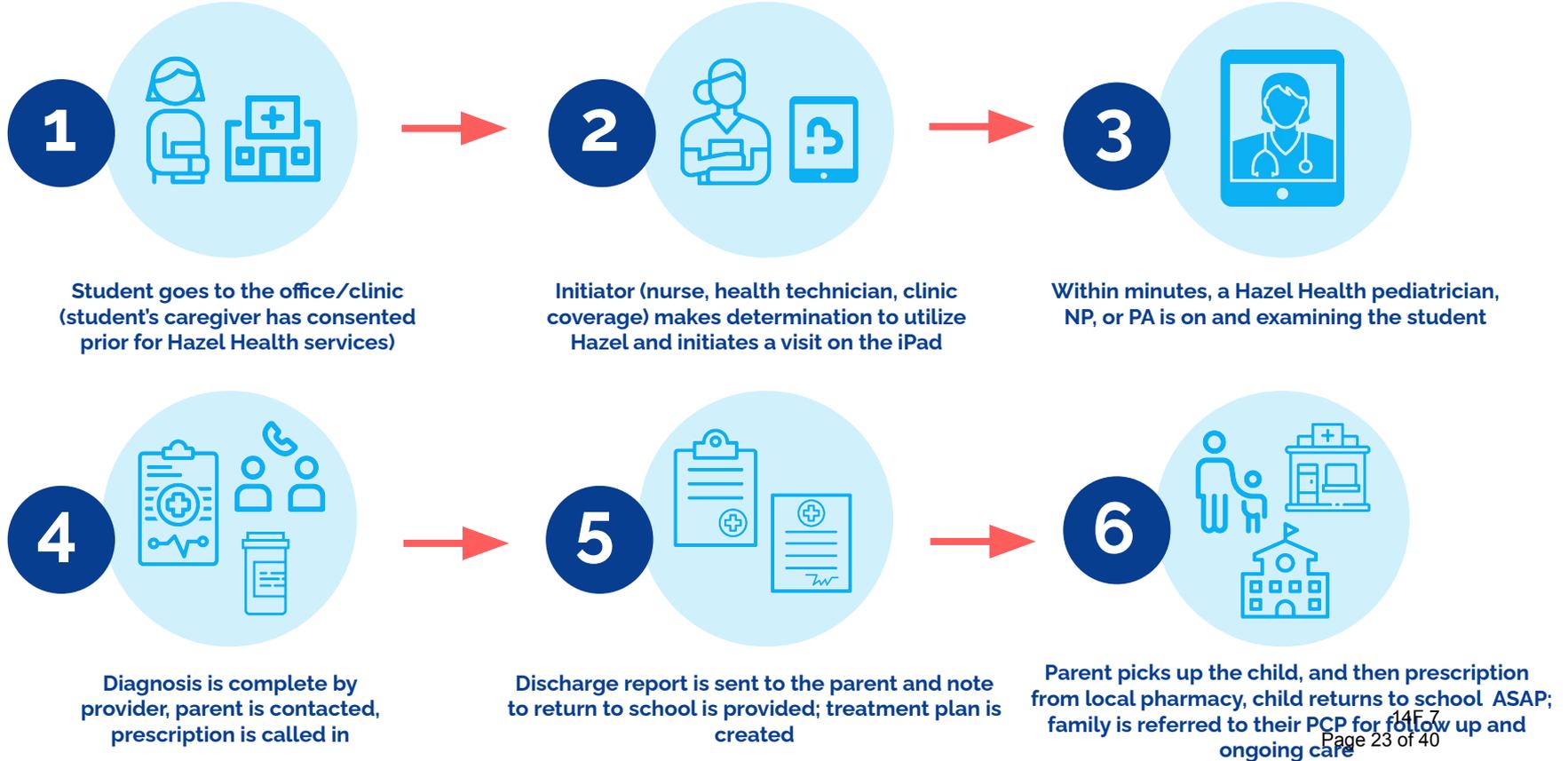


# How our model works

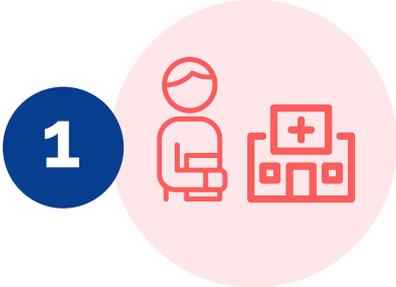
# How can Hazel help?



# Common Visits: pink eye



# Repeated stomach or headache



1 Student goes to the office/clinic (student's caregiver has consented prior for Hazel Health services)



2 Initiator (nurse, health technician, clinic coverage) makes determination to utilize Hazel and initiates a visit on the iPad



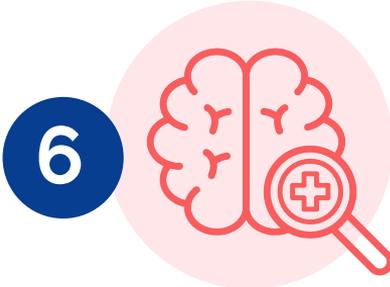
3 Within minutes, a Hazel Health pediatrician, NP, PA (as per the structure from slide 5) is on and reviewing with the student



4 Diagnosis is complete by provider, parent is called, doctor orders chewable Tylenol for the child



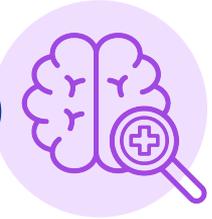
5 Discharge report is sent to the parent and note to return to class is provided - child remains in school (90% of the time); shared with PCP



6 Due to numerous visits for same symptoms without cause for deeper medical concern, child is referred for a mental health screening/assessment

# Need for mental health screening

1



2



3



4



School counselor, social worker, administrator, SBBH, identifies the need or benefit for a mental health screening for a student (student's caregiver has consented prior for Hazel Health services)

Personnel signs into their Hazel account and completes a referral

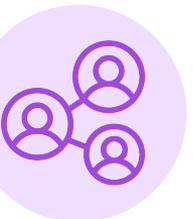
Parent is contacted within 48-72 hours to schedule an assessment (if appropriate given the reason for referral)

Biopsychosocial and screener is completed within 5 - 7 days

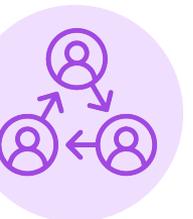
5



6



7



8



Student Assistance Program teletherapy services, if needed, are initiated within 7-10 days of the referral

If ongoing counseling is recommended, care coordination will commence to link the students to an ongoing counseling resource

If ongoing counseling is accepted, handoff will happen when counselor is available; case management will continue for 6 months to ensure the match was successful and the student/family does not face additional barriers to receiving service; including any other medical speciality referrals

Referrer/Initiator can sign into their Hazel account at any time for up-to-date HIPAA/FERPA protected updates on progress



# HEART Protocol

# HEART Protocol™

## Hazel's Early Assessment, Response, and Treatment

### 1. Behavioral Health Assessment

- Early identification & screening (PHQ-9, GAD-7, ACEs)
- Staffed by licensed mental health therapists

### 2. Student Assistance Program

- Short term teletherapy sessions, scheduled visits
- Evidence-based counseling, stabilization, treatment planning, psychoeducation
- Staffed by licensed mental health therapists

### 3. Crisis Consultation

- On-demand clinical decision support for staff
- De-escalation strategies to support student in crisis
- Staffed by HEART clinical supervisors/licensed therapists

### 4. Family Resource Managers

- Transition to long-term provider
- Periodic ongoing monitoring for 6 months
- Staffed by experienced case managers



# Clinicians Mirror Student Populations

## Hazel employs experienced clinicians:



- Physical health: MDs, NPs, PAs
- Mental health: LCSWs, LPCs
- Mission aligned
- Experts in evidence-based care
- Trauma-informed
- Have school-based experience
- Inspire parent engagement
- Commit to health equity
- Speak over 15 languages



# Hazel's HEART Protocol: A scalable mental health solution

## 1. Sustainable staffing model

*Immediately scalable across entire state; addresses the state provider shortage*

## 2. Ability to serve all students

*Care regardless of insurance, immigration, or language*

## 3. Comprehensive services

*Preventative & acute, physical & mental health*

## 4. Alignment with tiered interventions

*Support of the State and District MTSS Processes*

## 5. Support in building a local wellness ecosystem

*Care coordination services*



# Our consistent results

All students should have  
access to quality care

**<5 min**

average wait time  
(at home or school)

**99%**

visits reportedly  
met medical issue

**Dozens**

PCP referrals and Rx  
ordered per school

The more time spent in  
class, the better

**90%+**

back to class

**2+ days**

of school saved  
on average

**25%**

chronic absent.  
rate reduction

Families deserve health  
*and* financial security

**95**

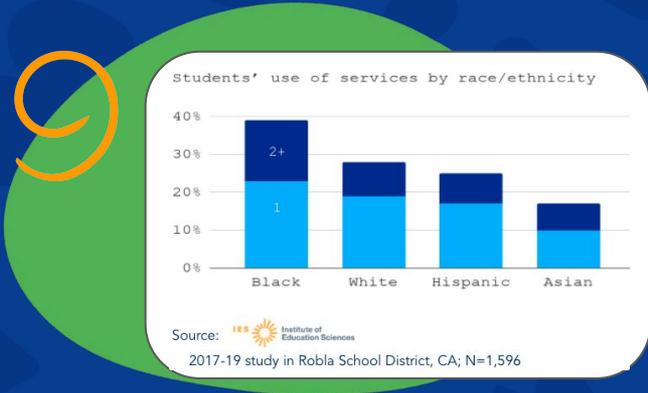
family NPS  
(Net Promoter Score)

**3+ hours**

missed work  
avoided per visit

**~5-10%**

visits result in  
avoided ER trips



# Program review



# Reporting capabilities

**Hazel is committed to demonstrating program results and validating outcomes**

**Metrics packet could include state and district summaries of the following**

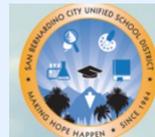
- Session / hours utilization (see next slide)
- Pre- and post- student assessment
- Time to intake
- Opt-in rate
- Time to connect to therapist post intake
- No-show rate
- Overall satisfaction
- Counseling completion
- Transition to long-term provider by referral network
- Incident reports
- Top diagnosis (aggregate district reporting)
- Additional data points of focus available for analysis



# HEALTHNET Grant Opportunity for San Ysidro School District

- Whole Child Support
- Full District Grant Coverage Year One (regularly \$15 per student per year)
  - No minimum renewal period
- On demand physical and mental health care at school and at home, TK-12

*Source: Children's Health Fund, Commonwealth Fund 2020 Scorecard on State Health System Performance*



And 75+ other  
district partners





# Questions?



# Marketing Materials

## Flyer



**Sign Up Today!**  
[my.hazel.co/aurorak12](https://my.hazel.co/aurorak12)

### Here to help, here for mental health!

With Hazel Health, your child can see a licensed therapist, at **no-cost to your family.**

Children are experiencing mental health concerns more than ever before, and finding support can take as long as six months. With Hazel, you'll wait days, not months to schedule a virtual session with one of our expert therapists.

Hazel's licensed therapists can help your child address:

- ✓ Anxiety
- ✓ Depression
- ✓ Family Concerns
- ✓ Trauma
- ✓ Eating Change
- ✓ Motivation
- ✓ Defiance
- ✓ Anger Management
- ✓ Academic Stress
- ✓ Identity Expression
- ✓ Sleep Problems
- ✓ Hyperactivity
- ✓ Grief/Loss
- ✓ Loneliness
- ✓ Social Skills
- ✓ Bullying
- ✓ Self-Esteem
- ✓ Self-Harm
- ✓ Relationships
- ✓ LGBTQ+ Challenges

Hazel provides students with timely and convenient mental health care at school or from home. Therapy sessions are a safe space and are always **private and confidential.** Hazel's team of licensed therapists offer compassionate, culturally competent, and multi-lingual care to help students address a wide range of mental health concerns.

**Sign up today, schedule a visit when you need it!**

## Poster



**Sign Up Today!**  
[my.hazel.co/aurorak12](https://my.hazel.co/aurorak12)

### Quality mental health care designed for teens

Anxious? Trouble focusing? Dealing with stress? Speak with a Hazel licensed therapist today.

Ask your parent to sign you up today at  
[my.hazel.co/aurorak12](https://my.hazel.co/aurorak12)

## Banner



**Sign Up Today!** [my.hazel.co/aurorak12](https://my.hazel.co/aurorak12)

**Mental Health Care for All Students**

**hazel** Aurora Public Schools  
Every student shapes a successful future.

**Flyers will be available in:** Ahmaric, Arabic, Burmese, French, Karen, Nepali, Oromo, Somali, Spanish, Swahili, Vietnamese.

**Two versions of flyer and poster:**

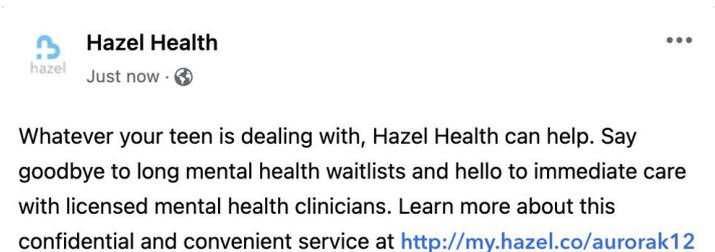
One for elementary and one for middle/high school

**Main differences:** Imagery and use of word child vs teen



# Digital Messaging examples

## Social



**Hazel Health**  
Just now · 🌐

Whatever your teen is dealing with, Hazel Health can help. Say goodbye to long mental health waitlists and hello to immediate care with licensed mental health clinicians. Learn more about this confidential and convenient service at <http://my.hazel.co/aurorak12>



**School Anxiety?**  
**Stressed about friends?**  
**Self-esteem issues?**

👍 Like

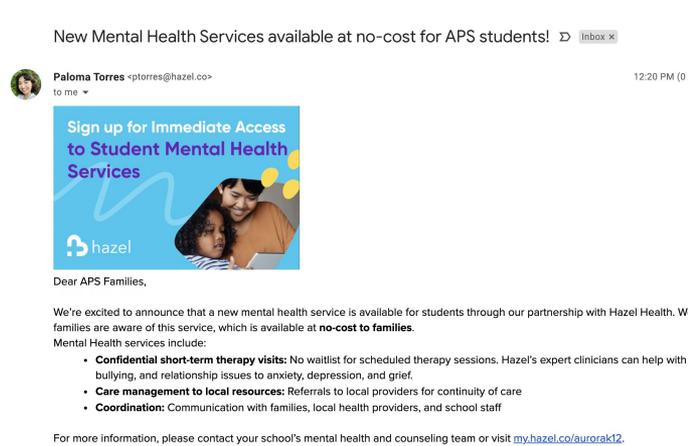
💬 Comment

➦ Share

## Text Message or Messaging app

APS students have access to free virtual therapy visits with Hazel Health. Contact your school’s counseling team or visit [my.hazel.co/aurorak12](http://my.hazel.co/aurorak12) to learn more.

## Email



New Mental Health Services available at no-cost for APS students! 📧 [inbox x](#)

**Paloma Torres** <ptorres@hazel.co>  
to me ▾ 12:20 PM (0)

**Sign up for Immediate Access to Student Mental Health Services**

Dear APS Families,

We’re excited to announce that a new mental health service is available for students through our partnership with Hazel Health. W families are aware of this service, which is available at **no-cost to families**.

Mental Health services include:

- **Confidential short-term therapy visits:** No waitlist for scheduled therapy sessions. Hazel’s expert clinicians can help with bullying, and relationship issues to anxiety, depression, and grief.
- **Care management to local resources:** Referrals to local providers for continuity of care
- **Coordination:** Communication with families, local health providers, and school staff

For more information, please contact your school’s mental health and counseling team or visit [my.hazel.co/aurorak12](http://my.hazel.co/aurorak12).





# Family Engagement: Sample Materials

## Website Updates

### Monday - Week 1: Kickoff

#### Title: **Student Health Enrollment Drive - Starts Today!**

For the next two weeks, we are holding an Enrollment Drive to ensure 100% of families hear about our new student health service from Hazel Health. With Hazel, students now have access to doctor visits right from the school nurse's office, and virtual visits from home.

**Parents - Please sign our new Student Health form: [my.hazel.co/broward](https://my.hazel.co/broward)**

If you have already completed the form, thank you! Help us reach 100% of families this week by reminding your fellow Broward County Public Schools families to opt-in or opt-out of this new service by next Friday.

Hazel provides extended student health services including:

- **Medical treatment:** For stomach aches, headaches, sprained ankles, asthma concerns, and everything in between
- **Medication:** Prescriptions written or over-the-counter provided at school when needed
- **Coordination:** With family physician and school



## Social Media Messaging



We're excited to announce a new health service, [@hazelhealthinc](https://twitter.com/hazelhealthinc), giving our students access to virtual doctor visits while at school. A signed form is required for a student to receive these services. Sign this form today at [my.hazel.co/DISTRICT](https://my.hazel.co/DISTRICT)

🌐 Everyone can reply



Tweet

## Text Message / Parent App

Our new student health service provides virtual doctor visits for all students. Sign up by Friday for our Enrollment Drive: [my.hazel.co](https://my.hazel.co)

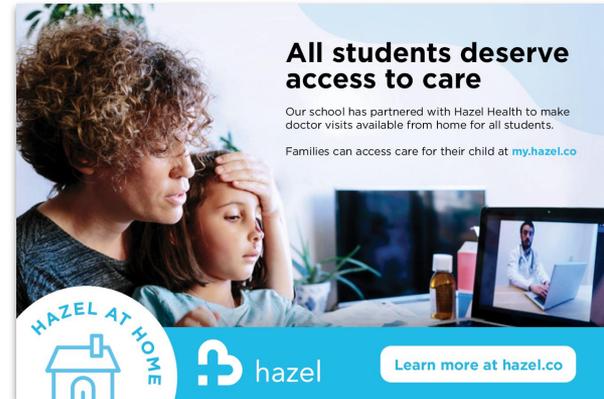
# Family Engagement: Discussing Implementation



## Questions for Discussion

- What methods does your school use if a form needs to be turned in by families?
- What types of communications do you send to families? Which do they engage with most?
- What other events (PTA, parent webinars) are used to connect with families?

## Printed Materials (Optional)



**Next Step**



Hazel to send finalized calendar and copy for content review

14F.7

Page 38 of 40

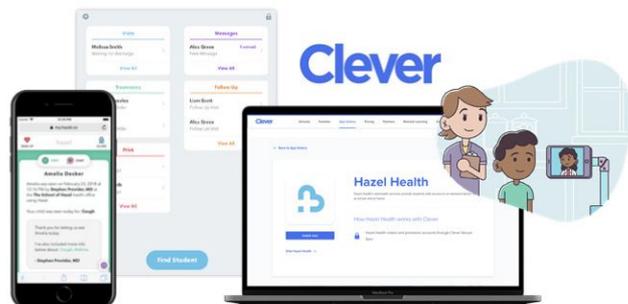
# Clever info



## Hazel Health has partnered with Clever to make your integration even easier.

Hazel Health rosters and provisions accounts through Clever Secure Sync™.

**Same tools. Same privacy. Same security.**



### How to Implement:

Find our app in the Clever gallery:  
<https://clever.com/app-gallery/hazel>  
and click "Install Now"

OR

Navigate to Your Clever District  
**Dashboard>Applications>Request  
Applications**

### Required Data Elements:

**Student:** first name, last name, district id, state id, grade, dob, sex/gender, race, ethnicity

**Guardians:** first name, last name, students, phone number/ phone type, relationship to student / guardian, email

### Optional, but desired:

**Student:** email, phone(s), home address, homeroom teacher (class roster information synced with Clever is enough here), free and reduced lunch status, school counselor(s), primary language

**Guardians:** home address, primary language



