

# San Ysidro School District Governing Board

## **AGENDA**

Thursday  
February 11, 2021  
5:00 p.m.  
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board shall be held by teleconference. Trustees of San Ysidro School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment may be submitted by email to [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Thursday, February 11, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/LrMLLG94iqibYDja8> on or before Thursday, February 11, 2021 at 3:00 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(402) 961-1241 and enter the access code 162 258 988#. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

# **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, JANUARY 21, 2021**

**5:00 p.m.**

**Via Zoom Teleconference**

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment was submitted by email to [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Thursday, January 21, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/iKeUeZv9R4UKYQ9L7> on or before Thursday, January 21, 2021 at 3:00 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 (929) 260-4585 and enter the access code 151 176 501#. 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 Martinez Time: 5:00 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

Board Members Present:

Mr. Antonio Martinez, Board President

Mr. Rudy Lopez, Board Vice-President

Mrs. Rosaleah Pallasigue, Board Clerk

Mr. Humberto Gurmilan, Member

Mrs. Irene Lopez, Member

All votes during this meeting were completed by roll call.

**3. AGENDA**

The Board approved the agenda with the following corrections:

- 1) Tabled General Administration agenda items 12.4, 12.5, 12.6 and 12.7 to the next regular board meeting.

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

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

Persons who wish to comment on topics included on the Closed Session Agenda were invited to submit comments via email to the following email address [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Thursday, January 21, 2021 at 3:00 pm. Public wanting to address the Governing Board telephonically

may submit the Public Comment Request Form: <https://forms.gle/iKeUeZv9R4UKYQ9L7> on or before Thursday, January 21, 2021 at 3:00 p.m. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

There were no public comments for Closed Session.

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

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:07 p.m. in accordance with section 54954.5 regarding:**

**5.1 GOVERNMENT CODE SECTION 54957 (Gonzales)**  
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

**5.2 GOVERNMENT CODE SECTION 54957.6 (Gonzales)**  
**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Linda Gonzales, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

**RECONVENED into OPEN SESSION at 6:03 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

**6. CALL TO ORDER** Who: President Martinez Time: 6:03 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

Board Members Present:

Mr. Antonio Martinez, Board President

Mr. Rudy Lopez, Board Vice-President

Mrs. Rosaleah Pallasigue, Board Clerk - *Left after Closed Session.*

Mr. Humberto Gurmilan, Member

Mrs. Irene Lopez, Member

President Martinez announced that no Board Member has expressed doubt that Board Members participating by teleconference are not so.

**8. FLAG SALUTE** by Antonio Martinez, Board President

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

Persons who want to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address

[publiccomment@syzdschools.org](mailto:publiccomment@syzdschools.org) on or before Thursday, January 21, 2021 at 3:00 pm. Please limit comments to 300 words or less. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/iKeUeZv9R4UKYQ9L7> on or before Thursday, January 21, 2021 at 3:00 p.m. All comments submitted were read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

Public comment is attached.

## 10. ITEMS FROM THE BOARD & SUPERINTENDENT

**Board Member Irene Lopez, Commented:** 1) President Biden and Vice President Harris are trying to help and do good things for the people. 2) Wished everyone to be safe and to take care. 3) Together we can do this.

**Board Member Gurmilan, Commented:** 1) Wished everyone a Happy New Year! This year brings a lot of hope. 2) Thanked everyone that participated in events throughout the holidays to support our community. 3) Thanked everyone that has been working together in our district. 4) Invited everyone to the Town Hall Meeting for the Beyer site on January 26, 2021. 5) Thanked teachers, students and families for working through this health crisis. 6) If we don't get seventy to eighty percent of the population vaccinated for COVID-19, we won't get to a normal way of life. Talk to your health care providers about the vaccine and let's get immunized and try to get back to a normal life to continue to serve our students. 7) As Principal Bojorquez said, "We are all going through the storm. Let's hold on to each other and get through it."

**Board Vice-President Rudy Lopez, Commented:** 1) Wished everyone a Happy New Year! 2) Thanked families and staff for persevering. 3) We need to be a district of action and have opportunities with newly elected local officials that can help us get through the storm. 4) Thanked Mayor Todd Gloria and Councilmember Vivian Moreno who participated in one of our events before the holidays. 5) Mayor Todd Gloria gave his State of the City Address from the San Ysidro Library. That shows his commitment to our community. 6) Our community has been hit hard by the pandemic. We have an opportunity to partner with our newly elected officials to help our families and staff. 7) Hopes we can commit to be a district of action and move forward positively. 8) Thanked former Board President Gurmilan for his efficient transition of power.

**Board President Martinez, Commented:** 1) Congratulated President Joe Biden and Vice President Kamala Harris for their inauguration. 2) Congratulated Mayor Todd Gloria and U.S. Senator Alex Padilla. 3) Thanked all the staff. Let's continue to move forward positively. 4) It's important for people to understand how significant it is to get vaccinated for COVID-19. When you look at statistics, the flu vaccination is forty to fifty percent effective and the COVID vaccination is more than ninety percent effective. That's how we come out of this pandemic by taking a proactive approach and getting vaccinated. 5) Urged everyone to attend the Beyer site Town Hall meeting or submit their comments. 6) Wished everyone a Happy New Year! Let's move forward together.

**Superintendent Potter, Commented:** 1) Wished everyone a Happy New Year! 2) Vaccinate All 58 is a statewide program that has a goal of having access to the COVID-19 vaccine for everyone by this summer. 3) San Diego and Chula Vista have opened vaccine super stations. Three of our employees have already been vaccinated. 4) Phase 1B may come sooner and everyone in education will have access to the vaccine. 5) The County Health Department provided two free COVID testing centers in San Ysidro and we were also one of the first district's to have weekly COVID testing for staff and students at our schools with the

YMCA in person program through our partnership with UCSD’s COVID wastewater research. We are advocating for another vaccine super station in south San Diego for our community. 6) Invited everyone to the January 26, 2021 Town Hall Meeting for the Beyer site at 5:00 p.m. being held virtually.

**11. CONFERENCE SESSION**

**Reports/Presentations**

- 11.1 Governor’s Proposed State Budget, Federal Stimulus Funds, Impact to SYSD & 2021-22 Budget Reduction Plan - Chief Business Official, Marilyn Adrianzen
- 11.2 California's Safe Schools for All Plan- Assistant Superintendent of Educational Leadership, Pupil Services and Safety, Dr. David Farkas
- 11.3 Update on LCAP Federal Addendum - Executive Director of Educational Services, Cynthia González
- 11.4 Special Education Requirements, WestEd Special Education Audit/Review & Update - Director of Special Education, Oscar Madera

**12. GENERAL ADMINISTRATION**

**12.1 MINUTES**

The Board approved the minutes of the Organizational Meeting of December 14, 2020 and minutes of the Special Board Meeting of December 1, 2020.

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

**12.2 ADOPT RESOLUTION NO. 20/21-0019 AMENDING THE DISTRICT’S CONFLICT OF INTEREST CODE (Potter)**

The Board adopted Resolution No. 20/21-0019 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: R. Lopez      Second: I. Lopez      Vote: 4-0

**12.3 UPDATED SUBSTITUTE SALARY SCHEDULE (Gonzales)**

The Board approved the updated Substitute Salary Schedule in accordance with the state minimum wage increase, effective January 1, 2021.

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

**12.4 RESOLUTION NO. 20/21-0021 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF THE SAN YSIDRO ELEMENTARY SCHOOL DISTRICT 2021 CERTIFICATES OF PARTICIPATION IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$16,500,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS AND RELATED ACTIONS (Adrianzen) --- Tabled**

Approve and Adopt Resolution No. 20/21-0021. *The District’s bond counsel will be available to provide a brief explanation and answer any questions the Governing Board may have.*

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

**12.5 RESOLUTION NO. 20/21-0022 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A PLEDGE AGREEMENT AMENDMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (Adrianzen)**

--- Tabled

Approve and Adopt Resolution No. 20/21-0022. *The District’s bond counsel will be available to provide a brief explanation and answer any questions the Governing Board may have.*

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

**12.6 RESOLUTION NO. 20/21-0023 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A PLEDGE AGREEMENT AMENDMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (Adrianzen) --- Tabled**

Approve and Adopt Resolution No. 20/21-0023. *The District’s bond counsel will be available to provide a brief explanation and answer any questions the Governing Board may have.*

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

**12.7 RESOLUTION NO. 20/21-0024 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (Adrianzen) --- Tabled**

Approve and Adopt Resolution No. 20/21-0024. *The District’s bond counsel will be available to provide a brief explanation and answer any questions the Governing Board may have.*

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

**13. CONSENT CALENDAR**

The Board approved the Consent Calendar.

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

**13A. PERSONNEL – MANAGEMENT**

**13A.1 RESIGNATION (Gonzales)**

The Board approved/ratified the resignation as recommended by staff.

**13A.1a Program & Pupil Services Specialist**

**13B. CURRICULUM & INSTRUCTION**

**13B.1 APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2020-2021 (Gonzalez)**

The Board approved the publication of the School Accountability Report Cards for our seven schools for the 2020-21 school year.



Yahilyn Segura					
Nikole Scarlett, Valerie González	2021 AVID Winter and Spring Professional Learning Workshops	Online	January-May, 2021 (Once a month)	\$0	No Cost
Desiree Arias, Ana Veronica Trattner	2021 Pre-K and Kindergarten Conference	Online	March 4-5, 2021 On demand through May 4, 2021	\$158.00	COVID Relief Fund
Cynthia González, Oscar Madera	Deeper Learning Series - Measuring and Monitoring Engagement (MTSS, SEL, Mental Health)	Online	February 17, 2021 March 17, 2021 April 14, 2021	\$0	No Cost
Consuelo Carranza, Erika Meza, Camila Arismendi, Sarah Boron-Trotter, Alexander Gacuya, Amanda Hansen, Diana Pacheco, Ericka Patrick, Carina Ponce, Maria Raygoza	Dyslexia: Best Strategies for Students Who Struggle to Successfully Read, Write and Spell (K-6)	Online	April 13, 2021  On demand for 3 months	\$2,590.00	COVID Relief Fund
Consuelo Carranza, Erika Meza, Camila Arismendi, Sarah Boron-Trotter, Alexander Gacuya, Amanda Hansen, Diana Pacheco, Ericka Patrick, Carina Ponce, Maria Raygoza	Dyslexia: Best Targeted Interventions to Accelerate Greater Literacy Success (K-6)	Online	April 13, 2021  On demand for 3 months	\$2,590.00	COVID Relief Fund
Cynthia González, Adriana Aguilar, Luis Ramos	ELRISE, English Learner Roadmap Aligned LCAP Toolkit Workshop	Online	January 12 & 28, 2021	\$75.00	Title III Fund  (Revised Funding)
Cynthia González, Lorena Varela-Reed, Laura English, Consuelo Carranza, Russell Little, Efraín Burciaga, Manuel Bojórquez, María Rodríguez, Irene Herrera-Cevallos	ELRISE, Roadmap Administrator Strand, 4-Day Series	Online	January 13, 2021 February 10, 2021 April 1, 2021 April 27, 2021	\$360.00	Title III Fund  (Revised Funding)

3 Teachers from each Elementary school (TBD)	ELRISE, The English Learner Roadmap Elementary Teacher Strand	Online	January 12, 2021 February 8, 2021 March 23, 2021 April 21, 2021	\$2,950.00 (Registration fees & Teacher compensation)	Title III Fund  (Revised Funding)
Marilyn Adrianzen, Amber Elliott	Fiscal Services & Your Medi-Cal Programs	Online	January 19, 2021	\$0	No Cost
Marilyn Adrianzen, Cynthia Gonzalez, Oscar Madera, Consuelo Carranza, Laura English, Maria Rodriguez, Irene Herrera-Cevallos, Maria Preciado, Erika Meza, Todd Lewis, Denise Villezcas, Paulo Azevedo, Evelyn Zarzosa, Omar Calleros, Russell Little, Nadia Aviles	FRISK - Leadership Training	Online	January 21, 2021	\$2,224.00	General Fund
Veronica Medina	Homeless Education Trainings	Online	January 13, 2021 February 10, 2021 March 10, 2021 April 14, 2021 May 12, 2021 June 2, 2021	\$0	No Cost
Adriana Aguilar, Luis Ramos	Improving Education for Multilingual and English Learner Students: Research to Practice Webinar Series	Online	January 13 & 27, 2021 February 17, 2021 March 3 & 17, 2021 April 7 & 21, 2021 May 12, 2021	\$0	No Cost
David Farkas, Nadia Aviles	InterDistrict Transfer Essentials	Online	January 6, 2021	\$0	No Cost
Cynthia Gonzalez	LCAP Federal Addendum 21-22 Revision Workshop	Online	March 5, 2021	\$0	No Cost
Nadia Aviles	Legislative Update	Online	January 25, 2021	\$100.00	Title II Fund
Erika Patrick, Denise Villezcas, Karina Victorino	Mental Health Webinar Series	Online	January 12, 14, 19, 21, 26 & 28, 2021	\$0	No Cost

Nadia Aviles	Multi-Tiered System of Support (MTSS) Professional Development Series - Cohort 2	Online	January 25, 2021 February 1, 2021 March 2, 2021 April 6, 2021 May 4 & 25, 2021	\$0	No Cost
Lupita Garcia	San Diego School Counselor Con 2021	Online	February 3-4, 2021	\$30.00	Title I Fund, SPSA 1.3B
Nadia Aviles, Veronica Medina	School Attendance: Systems and Accountability	Online	December 16, 2020	\$200.00	Title II Fund
Antonio Martinez, Humberto Gurmilan, Rodolfo Lopez, Irene Lopez, Rosaleah Pallasigue, Gina Potter, Marilyn Adrianzen, Amber Elliott, Daniel Chavez, Yolanda Olszewski, Jennifer Cuestas, Tina Zabala	SDCOE January Budget Perspectives Workshop	Online	January 19, 2021	\$0	No Cost
Nadia Aviles	Student Records, Custody & Residency	Online	March 5, 2021	\$185.00	Title II Fund
Irene Herrera-Cevallos, Stephanie Hake, Mei Ling Murray	Targeted Feedback Institute	Online	February 2-4, 2021	\$811.00	Title I Fund, SPSA 1.3B
Consuelo Carranza	Virtual CABE Mini-Conference	Online	December 12, 2020	\$50.00	Title III Fund
Gina A. Potter, David Farkas, Oscar Madera, Denise Villezcas, Laura English, Irene Herrera-Cevallos, Russell Little, Lorena Varela-Reed, Maria Rodriguez, Maria Preciado, Nadia Aviles Erika Meza, Omar Calleros, Veronica Medina, Francisco Mata	Virtual Equity Conference 2021	Online	January 21, 2021	\$2,235.00	Title I and General Funds
Oscar Madera, Denise Villezcas, Rick Quintana,	What are my chances? Fighting Off COVID-19 Litigation	Online	January 12, 2021	\$0	No Cost

Kathleen Cordero					
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**13C. BUSINESS**

**13C.1 PURCHASING REPORT (Adrianzen)**

The Board approved/ratified the following purchase orders incurred by the District during the period December 4, 2020 through January 7, 2021.

**13C.2 EXPENDITURE REPORT (Adrianzen)**

The Board approved/ratified the expenditures incurred by the District during the period of December 3, 2020 through January 12, 2021 for a total expenditure of \$1,579,717.83

**13C.3 SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2020-21 (Adrianzen)**

The Board accepted the Report of William’s Settlement related complaints for the second quarter from October 1, 2020 to December 31, 2020 of the 2020-21 school year for submission to the San Diego County Office of Education.

**13C.4 MEMORANDUM OF UNDERSTANDING WITH CATHOLIC CHARITIES FOR FOSTER GRANDPARENT PROGRAM (Gonzalez/Reed)**

The Board approved/ratified the agreement with Catholic Charities for the Foster Grandparent Program that will be in effect from January 1, 2021 through December 31, 2021 at an estimated cost of up to \$4,380.00 from the Preschool’s donation account.

**13C.5 AGREEMENT WITH MIRIAM NENNINGER ENTERPRISES FUNDACION DEJAME AYUDARTE (Gonzalez/Carranza)**

The Board approved the agreement with Miriam Nenninger Enterprise Fundación Déjame Ayudarte to provide virtual parent workshops for Ocean View Hills School at a cost of \$2,000.00 from the Title I fund.

**13C.6 AGREEMENT WITH MANO A MANO FOUNDATION (Gonzalez/Burciaga/Bojorquez)**

The Board approved the agreement with the Mano A Mano Foundation for virtual parent education workshops for parents of Sunset and Willow Elementary Schools during the months of January to June 2021 at a cost of \$8,000.00 from Title I funds.

**13C.7 AGREEMENT WITH TEACHING STRATEGIES LLC (Gonzalez/Madera)**

The Board approved/ratified the Agreement with Teaching Strategies LLC for subscription to ReadyRosie Classroom Resources to be accessed by four Special Education preschool teachers in the amount of \$1,400.00 from the Special Education Fund for 2020-21 school year.

**13C.8 LICENSE AGREEMENT WITH MYSTERY SCIENCE INC. (Gonzalez/Little)**

The Board approved the agreement with Mystery Science Inc. for a software license to provide science experiences to students of Smythe Elementary School during 2020-21 at a cost of \$1,249.00 from the Title I fund.

**13C.9 AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR MITIGATION COMPLIANCE SERVICES FOR VERNAL POOL (Adrianzen/Azevedo)**

The Board approved the agreement with Michael Baker International to provide Mitigation Compliance Services for the District’s offsite and onsite preserves, perpetual management phase of the vernal pool mitigation site at an estimated cost of \$47,000.00 from the General fund.

**13C.10 AGREEMENT WITH IMAGINE LEARNING (Gonzalez/Carranza)**

The Board approved the agreement with Imagine Learning for Ocean View Hills School students at a cost of \$15,000.00 from the COVID Relief fund.

Board Vice-President Rudy Lopez made a motion to adjourn, seconded by Board Member Gurmilan. The vote was 4-0.

**14. ADJOURNMENT** Time: 7:51 p.m.

Respectfully Submitted,

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

The San Ysidro Schools Public Finance Corporation Regular Meeting at the conclusion of the Governing Board Meeting was cancelled.

# Public Comments for the January 21, 2021 - Regular Board Meeting

## 9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

**Mr. Mata will read the name and agenda/non agenda item and comment.**

	From	Agenda/ Non Agenda Item	Comment
1	Senor Manzana	Public Comment for Board Meeting	<p>To the San Ysidro School Board and Superintendent:</p> <p>Currently, San Ysidro is experiencing a severe outbreak of covid cases. Pushing to open schools sooner, the SYSD district is misleadingly referencing the county's lower number of infections rather than using the true infection rates actually in San Ysidro. The district plans to open schools when the County averages come down, despite the fact that San Ysidro itself might be at dangerous levels.</p> <p>Everyone knows current infection rates are readily available by zip code so each area can evaluate their own risk. But, again SYSD is willfully ignoring this fact.</p> <p>For perspective, San Diego county's current case infection rate is 60 per 100,000.</p> <p>However, this does not accurately reflect San Ysidro.</p> <p>San Ysidro's case infection rate is a devastating 221 per 100,000, which is 3 times higher.</p> <p>The district continues to reference the county average ignoring the fact that San Ysidro has consistently been between 3 to 5 times higher.</p> <p>The Governor has stated that schools should NOT open in "jurisdictions" that have case infection rates higher than 25 per 100,000. The Governor made the cut off point 25 to save lives. San Ysidro has 221.</p> <p>San Ysidro's case infection rate is over 8 times higher than what the Governor considers dangerous. Yet, again SYSD is ignoring this.</p> <p>When and if SYSD schools open, it should be based on actual infection rates in San Ysidro not a misleading county average.</p>

			<p>If SYSD continues to use county averages to base reopening and ignore the actual infection rate in the community they serve, they do so knowingly and are risking lives unnecessarily.</p> <p>Under such circumstances the district can and should be held accountable for any loss of life or injury due to gross negligence.</p> <p>The San Ysidro School District is on notice.</p>
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**SAN YSIDRO SCHOOL DISTRICT**  
4350 Otay Mesa Road San Ysidro, CA 92173  
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

**SPECIAL MEETING OF THE GOVERNING BOARD**  
**LONG RANGE MASTER FACILITY PLAN (LRMFP)**  
**VIRTUAL TOWN HALL**  
**TUESDAY, JANUARY 26, 2021**  
**5:00 p.m.**

Pursuant to Governor Newsom's Executive Order N-29-20, this Special Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment was submitted by email to [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Tuesday, January 26, 2021 at 6:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/DCfpdWJLYwR8yaTDA> on or before Tuesday, January 26, 2021 at 3:00 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 (862) 246-7734 and enter the access code 771 278 277#. **Should a quorum of the Board not be present for the meeting, the Special Meeting will be adjourned and the District will proceed with the Long Range Master Facility Plan Virtual Town Hall for Beyer.**

**MINUTES**

**1. CALL TO ORDER** Who: President Martinez Time: 5:01 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

Board Members Present:

Mr. Antonio Martinez, Board President

Mr. Rudy Lopez, Board Vice-President

Mrs. Rosaleah Pallasigue, Board Clerk

Mr. Humberto Gurmilan, Member

Mrs. Irene Lopez, Member

**3. FLAG SALUTE** by Antonio Martinez, Board President

**4. AGENDA**

The Board approved the agenda with the following corrections:

- 1) Moved the order of public comments before the presentation and following the presentation.

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

All votes during this meeting were completed by roll call.

## 5. GENERAL ADMINISTRATION

### 5.1 VIRTUAL TOWN HALL MEETING TO SEEK COMMUNITY AND STAKEHOLDER INPUT REGARDING THE DEVELOPMENT OF THE LONG RANGE MASTER FACILITY PLAN - BEYER (Adrianzen)

WLC Architects, Inc. President Jim DiCamillo facilitated this Virtual Town Hall Meeting to seek community and stakeholder input regarding the development of the district's Long Range Master Facility Plan for Beyer. Persons who want to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Tuesday, January 26, 2021 at 6:00 pm. Please limit comments to 300 words or less. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/DCfpdWJLYwR8yaTDA> on or before Tuesday, January 26, 2021 at 3:00 p.m. All comments submitted were read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email. Public comments and questions were read and answered before and following the presentation. Public comments and presentation are attached.

Board Member Gurmilan made a motion to adjourn, seconded by Board Member Irene Lopez. The vote was 5-0.

### 6. ADJOURNMENT Time: 6:24 p.m.

Respectfully Submitted,

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

# Public Comments for the January 26, 2021 - Special Board Meeting LRMFP Virtual Town Hall

## 5.1 VIRTUAL TOWN HALL MEETING TO SEEK COMMUNITY AND STAKEHOLDER INPUT REGARDING THE DEVELOPMENT OF THE LONG RANGE MASTER FACILITY PLAN - BEYER (Adrianzen)

**Mr. Mata will read the name and agenda/non agenda item and comment.**

	From	Agenda/ Non Agenda Item	Comment
1	Ruth Marron	Beyer School Site	<p>Dear district,</p> <p>I would like the Beyer school site to hopefully be a Dog park. We currently don't have a dog park in San Ysidro. I take my dog to Rohr park in Bonita. Many residents don't have yards and live in apartments and it would be nice if it was separate large dogs from small dogs.</p> <p>An open air exercise equipment area would also be nice since so many gyms are closed. And benches with barbecue area. Basketball court or tennis courts.</p> <p>Soccer field would also be nice.</p> <p>Thank you for your time and consideration.</p> <p>I look forward to hearing from you at the upcoming virtual town hall meeting.</p> <p>Sincerely,</p> <p>Noemi "Ruth" Marron</p>
2	Ricardo Herrera	Suggestion	<p>I have a suggestion involving community development. My suggestion is to create state-of-the-art facilities where you can develop youth or even adults in technical career fields such as welding, electrical, plumbing, healthcare, cybersecurity, computer programming, and entrepreneurship development. Many of these programs can be funded through NSA, HHS, DOL, DARPA, and many other federal or state agencies that offer grants for such programs and activities. The site's construction and development can also be partially or fully funded through federal grant opportunities specific to community development. This would create vast opportunities and promote economic growth in the community. We have plenty of organizations that help low-income community members to seek benefits and help. Still, we lack organization and programs to advance their careers and gain employment. An example of smaller-scale programs like the ones I'm suggesting is the 3D printing program at our local library. Partnerships can be built with local businesses to provide apprenticeship opportunities in many of the education areas I described.</p>

			<p>Best regards,</p> <p>Ricardo Herrera</p>
3	Frank Najera	Beyer Site Uses	<p>Dear Board Members</p> <p>Thank you for sending the mail notification , I rarely get an invitation as a sole homeowner taxpayer and thank you for being included.</p> <p>I have 43 years in the construction industry and have worked for multifamily developers or the past 12 of those 42years. I have both technical experience and Development insight to help spur a few thoughts .</p> <p>Looking at the aerial views and street views the site is centrally located and close to major shopping, industrial and the coastline. The location and the existing utilities create the easiest avenue for future development . Since this property is on an old fill site the soils I would guess are not the best for building heavy structures , most developers would take all of the most unsuitable clay soils and dump them into fill sites then “give “ them to a school district. My guess is your soils will need a competent analysis to determine constructability. Second the old schools were once in practice of burying trash or incinerating trash , again a thorough environmental test report needs to be conducted to determine chemicals , burn ash or Asbestos containing materials. Also maintenance crews could have also dumped motor oils, pesticides and other industrial wastes. My broad experience on School sites bot new and modernization leads me to urge you to spend the money on good environmental studies before further development.</p> <p>What to do with the land .....ahhhhh I’d recommend you sell it , yes sell it , once you’ve cleared all the hurdles on cleaning up the property there are plenty of local developers or Non profit developers that could build affordable housing and or Market rate town homes and or apartments. Based on the allowable zoning this will bring in more families, support our local economy and fill our schools with fresh new students eager to learn.</p> <p>In development when we sell one of our communities we utilize those monies to buy more property or upgrade older communities to the next level , same for the district , reinvest in your existing facilities, perform long forgotten deferred maintenance and get ahead of the curve for one.</p> <p>I feel I may have enlightened the Board a bit with my industry knowledge and hope you come up with a good choice, please no park or district headquarters. Stay lean and mean</p> <p>Sincerely</p> <p>Frank Najera</p>
4	Elizabeth G.	Mi Solicitud	<p>Realmente en mi opinión parques hay muchos lo que realmente</p>

		<p><b>My request</b></p>	<p>necesitamos en esta comunidad es un centro deportivo como tipo Gym donde los jóvenes puedan hacer deporte y des stressarse de esta situación de pandemia</p> <p>O más centros para niños con necesidades especiales tengo un niño autista y es muy difícil calmar sus inquietudes en mi hijo yo he visto mucha mejora con el ejercicio y el deporte en especial el boxeo pero las clases son muy costosas no he podido pagarlas para él pero tiene equipo</p> <p>En fin agradecemos piensen en nuestros jóvenes y niños</p> <p><b>English translation:</b>  Truly in my opinion there are many parks. What we really need in this community is a sports center kind of like a gym where youth can play sports and release stress due to this pandemic situation.</p> <p>Or more centers for children with special needs because I have an autistic child and it is very difficult to calm his anxieties. I have seen a lot of improvement in my son with exercise and sports, especially boxing, but classes are very expensive, I haven't been able to pay them for him, but he has a team.</p> <p>In conclusion, we thank you for thinking about our youth and children.</p>
5	Santiago Rodriguez	Beyer Site Suggestion	<p>Good Evening,</p> <p>Considering that there is a demand for housing in San Ysidro, and there isn't any specifically dedicated to college students, and considering the difficulties faced by transborder students who have less access to education due to their housing situation. I would suggest that the Beyer Site is used to provide affordable housing for low-income students. As an alternative, a police station would be helpful to tackle the increasing crime in the area.</p> <p>Thanks,</p> <p>Santiago.</p>
6	Alicia Jimenez	Beyer School Site	<p>Hola buenos dias miembros de la mesa Directiva del Distrito Escolar de San Ysidro.</p> <p>Soy Alicia Jimenez residente de San Ysidro desde hace mas de 30 años, mis hijas e hijo asistieron a la escuela elemental Beyer y para nosotros fue muy triste ver que la quitaban desde sus simientos.</p> <p>Hablando con Antonio Martinez sobre el terreno baldio donde estaba la escuela Beyer, le hice saber lo que a mi como vieja residente me gustaria que ese terreno fuera utilizado en parte para que los ancianos o personas de la tercera edad de San Ysidro, tuvieran un pequeno jardin en donde pudieran tomar sol, tambien que pudieran convivir con otras personas haciendo trabajo de jardineria. En la parte posterior del terreno, hace mucho tiempo fueron sembrados arboles de cerezo que trajeron de Japon. Puedo</p>

			<p>observar que algunos de esos arboles todavia existen y seria un magnifico inicio para el jardin. Nuestras personas de la tercera edad sobre todo ahora con la pandemia, no tienen mucha oportunidad de salir ni convivir con la naturaleza, creo que ese seria un buen lugar para que esas personas que entregaron tanto de si mismas, pudieran tener su pequeno lugar que pudieran llamar suyo, en el que pudieran sembrar hortalizas y porque no, compartirlas con las personas humildes de la comunidad.</p> <p>Gracias por escuchar mi sugerencia, los felicito por la labor que hacen, les doy las gracias por el apoyo que han dado siempre a Hearts &amp; Hands Working Together organizacion que dirijo y espero continuar trabajando con ustedes por mucho tiempo mas, si Dios lo permite.</p> <p>Atentamente: Alicia Jimenez.</p> <p>English translation:</p> <p>Hello good morning members of the San Ysidro School District School Board.</p> <p>I am Alicia Jimenez a resident of San Ysidro for over 30 years, my daughters and son attended Beyer Elementary School and it was very sad for us to see it being taken from the ground up.</p> <p>Talking to Antonio Martinez about the vacant lot where the Beyer School was, I let him know that I as an old resident would like to see that land used in part for the elderly or senior citizens of San Ysidro, to have a small garden where they could sunbathe, also that they could share time with other people doing gardening work. In the back of the lot, cherry trees brought from Japan were planted a long time ago. I can see that some of those trees still exist and it would be a great start for the garden. Our senior citizens, especially now with the pandemic, do not have much opportunity to go out and live with nature, I think this would be a good place for those people who gave so much of themselves, could have their own little place to call their own, where they could plant vegetables and why not, share them with the humble people of the community.</p> <p>Thank you for listening to my suggestion, I congratulate you for the work you do, I thank you for the support you have always given to Hearts &amp; Hands Working Together, organization that I manage and I hope to continue working with you for a long time to come, God willing.</p> <p>Sincerely, Alicia Jimenez.</p>
7	Josie Hamada	Beyer Property	<p>Good Evening Superintendent Potter, President Martinez and board members.</p> <p>Today I submit my thoughts on the subject of what is the future of the property of the former Beyer Elementary School.</p> <p>First, I wish to say Dr. Potter that the school boards members that are NOW</p>

			<p>governing the SYSD are a special group of members each with their own expertise.</p> <p>Since it's been nine years since this school was destroyed, this community has been limbo and now the decision to build on this property is to deliver what will heal that time and to build what will bring the community together.</p> <p>Since this site has a million-dollar view then a million-dollar response is needed.</p> <p>Since SYSD is fortunate that it sits on the border with a wealth that surrounds it, the international business that can support what is needed.</p> <p>Second this school year has been like no other, the SYSD teachers &amp; staff have learned to teach like never before so they are ready to teach out of the box to take the students into the future.</p> <p>Third I wish to say that Beyer Elementary School is the only school that has a poem dedicated to them in the US " Salute to The Smiling Faces Of The 21st Century" by international poet Dr. Daiku Ikeda. In this poem Dr. Ikeda wrote regarding education to develop global citizenship.</p> <p>In the poem which reflects what needs to be built on the Beyer property is to build something for the future of the SYSD community that will bring a light to the school district too.</p> <p>I suggest a summit of the business community SYS Chamber, political-the San Diego City council-and nonprofits and community leaders, as well as the labor community this way whatever discussion is made it is the best what can be built on this precious property. There's no need to hurry since the community has waited this long it can wait to have the best school built here.</p> <p>I've researched futurist schools so I suggest you/the school district see what other communities are doing &amp; have what can be accomplished. Out of the box thinking will bring a future decision.</p> <p>Thank You for listening, Josephine T, Hamada Retired Beyer Teacher 10 years</p>
8	Josie Hamada	Beyer Property	<p>I wish to add that the poem dedicated to Beyer Elementary School was from the founder of Soka University of America, in Orange County where is we speak it's being used as a mega location for the Covid issue. Josephine T Hamada</p>

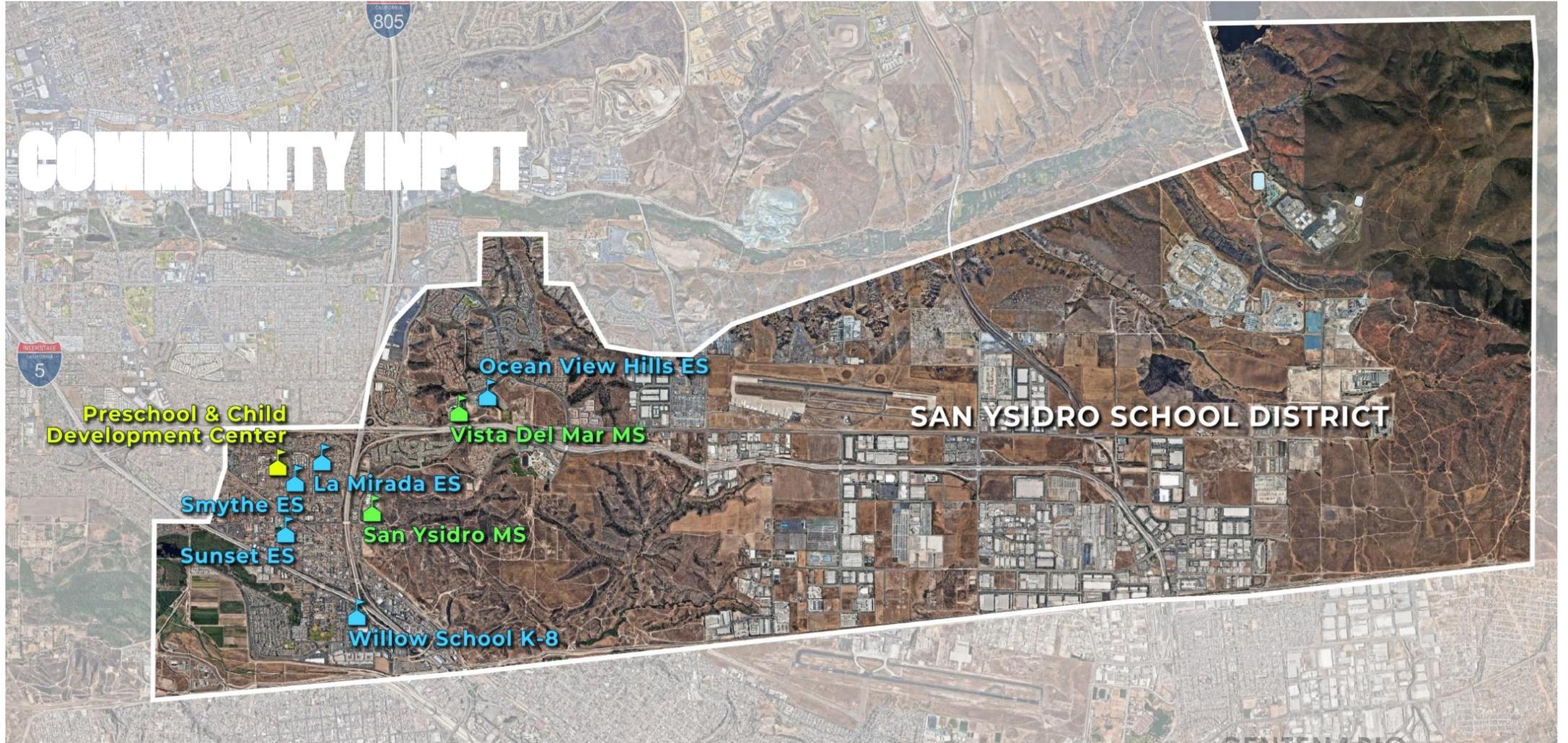
9	Lisa Cuestas	Beyer Site Public Comment	<p>Hello, my name is Lisa Cuestas, CEO of Casa Familiar. We are strong advocates for permanent affordable housing and would like to offer that as a suggestion. Given the school districts high rates of homeless youth and families, I think a housing model that would integrate both long term and transitional supportive housing would be an interesting model that helps address high need. Certain kinds of housing financing can be very restrictive so I would recommend connecting with trusted housing partners to explore options and identifying the kinds of funds that would allow the district to serve the existing demographics of youth and families you currently have and are in need of housing.</p> <p>Thank you for receiving public input on this matter.</p> <p>Regards, Lisa Cuestas, CEO Casa Familiar</p>
10	Sahira Gutierrez	Beyer Site Comments	<p>My name is Sahira Gutierrez , I use to attend Beyer Elementary school and graduated Class of 89'. We moved to San Diego when i was 6 years old from Los Angeles to start in a fresh new house with a new neighborhood and most importantly a new school. Beyer Elementary is not only my school i have fond childhood memories of walking down the open hallway with concrete walkways and grassy spacing between each building. I remember looking at kids in other classrooms throught the open classroom door as well as the kid who wonder the halls peeking into classroom thinking no one was watching. I grew up in San Ysidro, moved away for a few year and return to find my childhood school demolished. I like others was heartbroken and left wondering what happend??Why did it happend??? Who let it happend??And where is the new school?? Also, In 1988 we buried a time capsule created by all the then students with lots of love and dedication in a ceremonial event with a promise to dig up and look back. Lots to say</p> <p>Sahira Gutierrez</p>
11.	David Martinez	Beyer Site Input	<p>Hi</p> <p>I'm submitting my comments/suggestions for the Beyer Site.</p> <p>My suggestions are:</p> <ol style="list-style-type: none"> <li>1. Community bike pump track with an area for the youth to perform mechanical repairs on the bicycles</li> <li>2. Outdoor radio Control track and Radio control crawler track with an area for the youth to perform mechanical repairs on the radio control cars</li> <li>3. Community Technology Outreach Facility (Where the youth can build high-tech instruments and use them to learn from them, or a facility where the youth can practice using hi-tech equipment being used in San Diego City jobs)</li> <li>4. Community garden with Arts + Crafts facility</li> <li>5. San Ysidro Museum with community rooms (rooms for community presentations and an amphitheater for presentations)</li> </ol>

			<p>Please let me know if you have any questions or if clarification is needed.</p> <p>Thank you David Martinez Local San Ysidro Residents</p>
12.	Lucia Polanco Cruz	Beyer Site Suggestion	<p>Good evening,</p> <p>I am a member of the San Ysidro community. I've been living here for 17 years now. I am currently doing my MA degree in Philosophy at SDSU. I want to give my opinion on what should be done with the "Beyer Site." I think it is time to do something to generate more opportunities for cultural enrichment for the entire community. Especially children and young adults need and must have a place to receive education on the arts and other essential fields. It is essential that individuals since a young age get to explore their creativity through dancing, acting, music and everything involving the arts. Unfortunately, all of these are extremely expensive. I used to dance ballet when I lived in Mexico and my mother could not afford my ballet lessons anymore when we came to the United States, because the costs are extremely expensive. I have been part of a mariachi group since I was in high school, I cannot emphasize enough how being part of this music group has enriched my soul and helped me keep my mexican culture alive. Children lack these kinds of opportunities because we simply do not have the means to afford it. The best idea for the "Beyer Site" is a place that is devoted to teaching arts to children, teenagers and adults. The best thing we can do is make a place available for children to have dance classes, theater, painting, ballet folklorico, singing, classic ballet, yoga, teach different languages, have reading groups, poetry, etc. It is time that we give children and every member of the community something of quality to do with their time. This will aid in the reduction of crime, it will generate future generations that have a richer culture, it will allow our community members to enrich their minds, pursue a love for learning and education, it will help to better ourselves in ways that we cannot do due to lack of financial funds. Also, it will generate jobs for people who qualify for these jobs positions or we can take volunteers. We do not need another store or coffee place, we need more affordable education and opportunities to grow. From my most humble place, I give my opinion because I do not want one more child to go through what I did, to lose the opportunity to explore their mind and creativity due to lack of money. Making these things affordable is the best we can do for our members, to help them be more equipped and skilled in society. Also, to help them polish their minds and bodies. Thank you for your attention and feel free to contact me for further information in regards to this matter. I would love to volunteer and help in any way I can.</p> <p>-Lucia Polanco Cruz.</p>
13.	Ricardo Herrera	Beyer	<p>To those listening take into account that there's already development plan by the city of san Diego for a park in the area behind the school site. The park its suppose include dog area, skate park, and many other recreation areas.</p>

			<p>City Beyer Park Site</p>  <p>Best regards, Ricardo Herrera</p>
14.	Pablo Davila	Beyer Site Idea	<p>Hello SYSD,</p> <p>I would like to bring the idea of a hybrid charter/school district elementary middle or high school. This was achieved by the Preuss school UCSD. We would need to launch a board of trustees to plan/execute the plan of a charter school. This would be a school by the district and for the district with no outside influence and the only objective of a successful college track for students.</p>
15.	Aurora Murrillo	Failure Notice	<p>Good afternoon President Martinez, members of the board.</p> <p>The bond that passed and SY property owners are still paying for was marketed as funds going to rebuild Beyer Elementary school. Not for other purposes that should be funded from other tax sources.</p> <p>Aurora Murillo Property owner Two properties with multiple units having tenants with children.</p>
16.	Olga Espinoza	Beyer	<p>This is Olga Espinoza long life San Ysidro resident.</p> <p>As past prior years and other various meetings regarding the same Topic. Beyer Site I'm here giving you suggestions once again.</p>

		<p>My first priority is a High School but I know it will be hard, so I have other ideas.</p> <p>There's lots of events, activities, and places for under age of 12 only. And I've been taking our local community teens to other parts of San Diego to enjoy what other cities have to offer. But most of the time they get discriminated and looked bad at. We need a place for not just a certain group of teens from a street, area or a complex. There's lots of teens who could do more than what society has done to them because they are not 12 and under. An opportunity for youth to learn something.</p> <p>A Swimming pool, where more than a few students have to wait years and years before they have the opportunity to learn how to swim, where they can learn year round with no one judging them why they are teens and not learned how to swim.</p> <p>Mechanic class, where most of the teens can learn how to change tires, learn how to do oil changes.</p> <p>See more and more teens have been raised by single moms who have to work. Teens are been left alone doing nothing with most of them having no father figures to teach them Guys stuff.</p> <p>I have neighbors and my boys friends coming over most of them do not know how to put air in a tire nor fix and patch a flat tire. Biking essentials year round.</p> <p>A Driving school, where youth can get driving classes. Year round</p> <p>A small camping site for a small group, and have different youth experience this all year long. They will have so much fun.</p> <p>Have a Telescope center, where gathering of youth can enjoy eclipses at night, watch stars learn astronomy, space science.</p> <p>A Space, Where they can have a mud race. Bubble runs, glow in the dark runs, Year long activities.</p> <p>Class on how to build go carts and then race them.</p> <p>Have a little stable with Horses, teach them how to ride horses. Farming agriculture.</p> <p>Theres alot of room in the Beyer School Site, to help the youth and the next generation of teens. Making sure its for local children of this community only.</p> <p>I hope you finally do whats best for the children of this school district community.</p> <p>I hope my opinion helped you out on the needs for preteens and teenagers.</p> <p>Thank you.</p>
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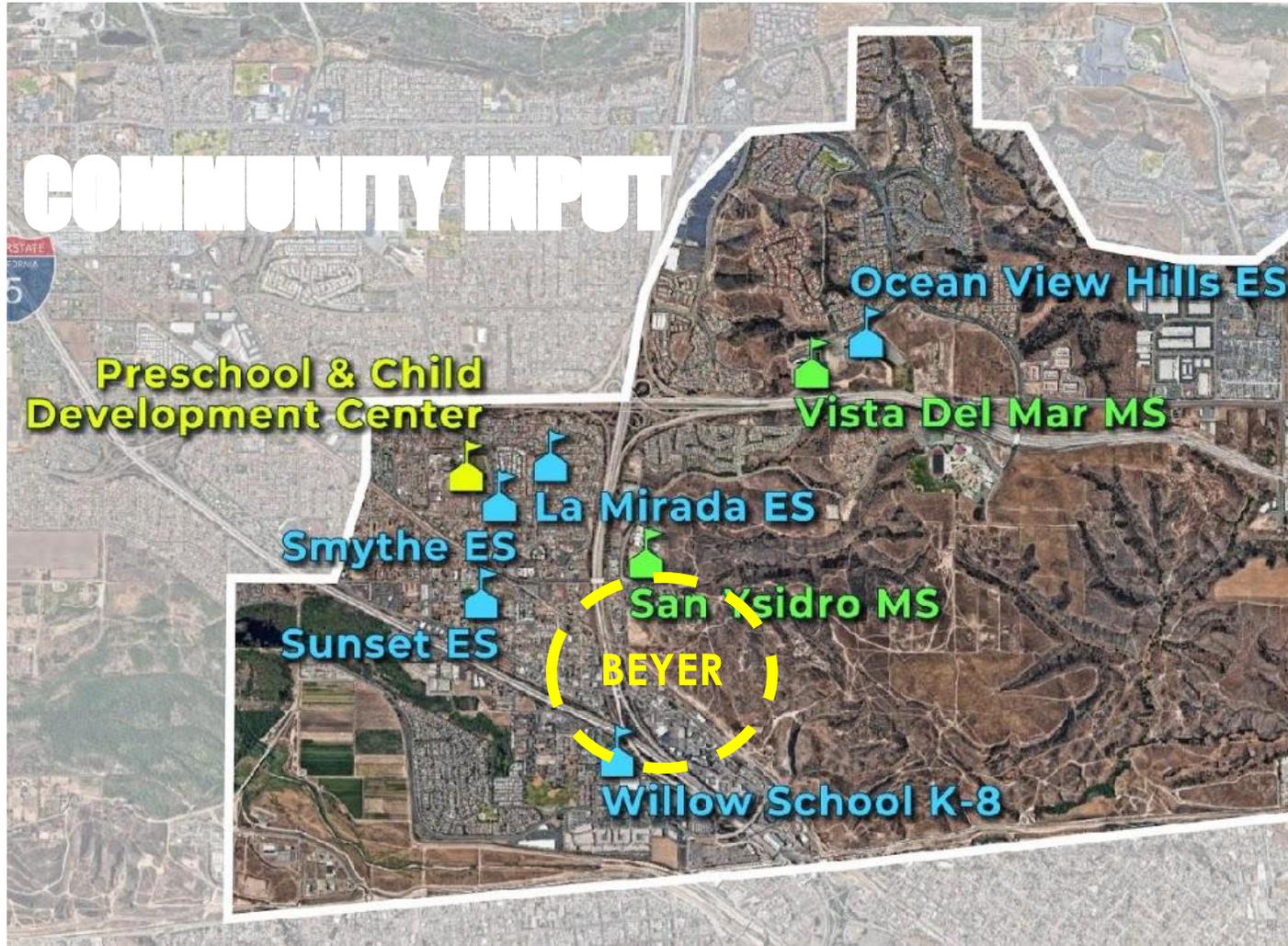
# FACILITY MASTERPLANNING



## COMMUNITY INPUT



# FACILITY MASTERPLANNING



## Agenda:

Master Planning Process

Site Description

Community Input



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

# FACILITY MASTERPLANNING

## PROCESS (Information and Input Gathering):

### SEEKING INPUT FROM THE STAKEHOLDERS

- San Ysidro School District
- Individual School Sites
- **Community Groups**
- Students
- Governmental Agencies



# FACILITY MASTERPLANNING

## Facilities Challenges:

- **S:** Security
- **T:** Technology
- **E:** Evolution
- **M:** Maintenance
- **P:** Parity
- **S:** Sustainability



# FACILITY MASTERPLANNING

## Facilities Remedies:

- **Build** Something New
- **Renovate** Something Old
- **Improve** the Site / Grounds
- **Upgrade** the Furniture, Technology, and Equipment



# FACILITY MASTERPLANNING

## Bond Measure Language:

### Measure T:

To make safety and school security improvements; upgrade classroom technology; and construct, rehabilitate, acquire, equip and furnish classrooms and school facilities, shall the San Ysidro School District measure authorize the issuance of \$52,985,000 of bonds to replace bonds previously authorized in 1997, at legal interest rates.....



# FACILITY MASTERPLANNING

## Bond Measure Language:

### Measure U:

To reconstruct or replace roofs and plumbing and construct, rehabilitate, replace, acquire, equip and furnish classroom and school facilities, shall the San Ysidro School District measure authorize the issuance of \$55,500,000 of bonds to replace bonds previously authorized in 1997, at legal interest rates.....



# Bover Site: 2011



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# Boyer Site: 2012 (demolition)



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# Boyer Site: Today



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# Boyer Site: Options/Opportunities



**District MPR** w/ parking and support space

**Family Resource Center** w/ parking and offices

**New San Ysidro Middle School Campus** w/ parking, and playfields

**SYSD Special Educ Center** w/ parking and play area

**Community Service Center** w/ facilities for homeless, etc.



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# Boyer Site: Options/Opportunities



**District MPR** w/ parking and support space

**Family Resource Center** w/ parking and offices

**New San Ysidro Middle School Campus** w/ parking, and playfields

**SYSD Special Educ Center** w/ parking and play area

**Community Service Center** w/ facilities for homeless, etc.



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# Boyer Site: Options/Opportunities



Existing CDC  
w/ Smythe MPR  
Parking and Playground



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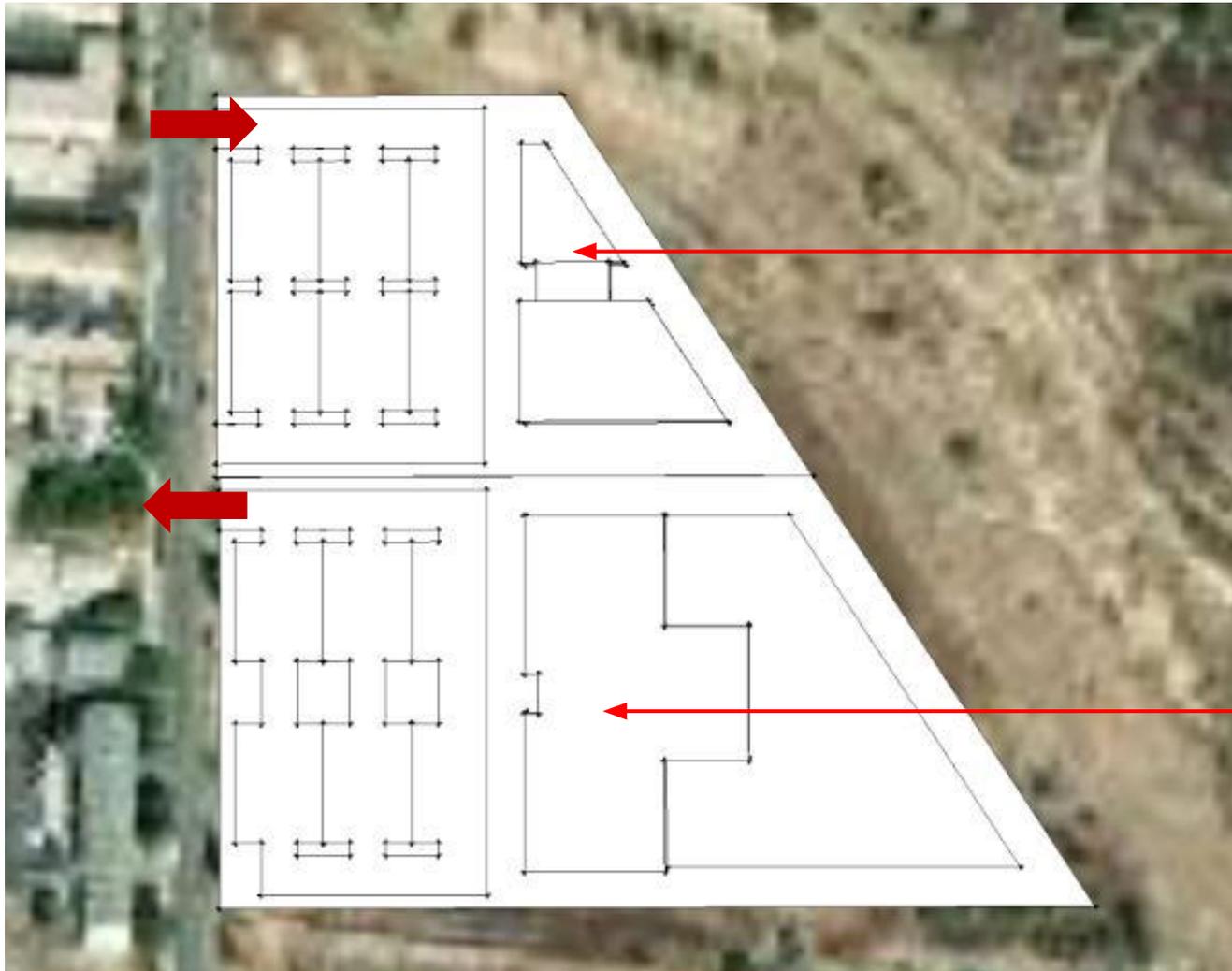
# Boyer Site: Options/Opportunities



District MPR w/ parking and family support services



# Boyer Site: Options/Opportunities



District MPR (300 seats)  
w/ family support  
services:  
100 parking stalls

Alternative SYSD  
Facility:  
100 parking stalls



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**CLIENT FOCUSED.**

**PASSION DRIVEN.**

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

**SPECIAL MEETING OF THE GOVERNING BOARD**  
**WEDNESDAY, JANUARY 27, 2021**

**5:00 p.m.**

**Via Zoom Teleconference**

Pursuant to Governor Newsom's Executive Order N-29-20, this Special Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment was submitted by email to [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Wednesday, January 27, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/BLQYyn3VJ9vD6txP7> on or before Wednesday, January 27, 2021 at 3:00 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 (218) 301-2589 and enter the access code 866 524 098#.

**MINUTES**

**1. CALL TO ORDER** Who: President Martinez Time: 5:00 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

Board Members Present:

Mr. Antonio Martinez, Board President

Mr. Rudy Lopez, Board Vice-President- *Joined the meeting at 5:02 p.m.*

Mrs. Rosaleah Pallasigie, Board Clerk

Mr. Humberto Gurmilan, Member

Mrs. Irene Lopez, Member

**3. FLAG SALUTE** by Antonio Martinez, Board President

**4. AGENDA**

The Board approved the agenda.

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

All votes during this meeting were completed by roll call.

**5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN AND CLOSED SESSION ITEMS**

Persons who want to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Wednesday, January 27, 2021 at 3:00 pm. Please limit comments to 300 words or less. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form:

<https://forms.gle/BLQYyn3VJ9vD6txP7> on or before Wednesday, January 27, 2021 at 3:00 p.m. All comments submitted were read aloud during the meeting. Please note, all email correspondence relating to this meeting will

become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

Public comment is attached.

**6. CONFERENCE SESSION**

**Reports/Presentations**

- 6.1 COVID-19 Safety Plan Presentation - Assistant Superintendent of Educational Leadership, Pupil Services and Safety, Dr. David Farkas

**7. GENERAL ADMINISTRATION**

- 7.1 **ADOPT UPDATED COVID-19 SAFETY PLAN (CSP)** (Farkas)

The Board adopted the San Ysidro School District updated COVID-19 Safety Plan (CSP).

Motion: R. Lopez Second: Gurmilan Vote: 5-0

- 7.2 **MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 154 (CSEA) AND SAN YSIDRO SCHOOL DISTRICT REGARDING THE COVID-19 SAFETY PLAN** (Gonzales)

The Board ratified the Memorandum of Understanding between California School Employees Association and it’s Chapter 154 (CSEA) and San Ysidro School District regarding the COVID-19 Safety Plan.

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

- 7.3 **MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO EDUCATION ASSOCIATION (SYEA) AND SAN YSIDRO SCHOOL DISTRICT REGARDING THE COVID-19 SAFETY PLAN** (Gonzales)

The Board ratified the Memorandum of Understanding between San Ysidro Education Association (SYEA) and San Ysidro School District regarding the COVID-19 Safety Plan.

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

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

**8. GOVERNING BOARD – RECESSED to CLOSED SESSION at 6:06 p.m. in accordance with section 54954.5 regarding:**

- 8.1 **GOVERNMENT CODE SECTION 54957** (Gonzales)  
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

- 8.2 **GOVERNMENT CODE SECTION 54957.6** (Adrianzen/Gonzales)  
**CONFERENCE WITH LABOR NEGOTIATORS**  
Agency Negotiators: Linda Gonzales, Executive Director of Human Resources  
Employee Organizations:  
San Ysidro Education Association/CTA

California School Employees Association, Chapter 154  
Unrepresented:  
Administrators, Classified Management, Confidential/Supervisory

**RECONVENED into OPEN SESSION at 7:16 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 took no action in Closed Session and had nothing to report.

Board Vice-President Rudy Lopez made a motion to adjourn, seconded by Board Clerk Pallasigue. The vote was 5-0.

**9. ADJOURNMENT**                      Time: 7:16 p.m.

Respectfully Submitted,

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

# Public Comments for the January 27, 2021 - Special Board Meeting

## 5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN AND CLOSED SESSION ITEMS

**Mr. Mata will read the name, agenda/non agenda item and comment.**

	From	Agenda/ Non Agenda Item	Comment
1	Natalie La Rosa	Covid Safety Plan	<p>Dear Board Members and District Leadership,</p> <p>First of all, I would like to thank leadership for a productive bargaining session yesterday with SYEA. We are grateful that you have agreed to extend the use of FFCRA Covid Days although the federal funding has ended. We believe that as more and more people are vaccinated, there will be less people even needing these days.</p> <p>We were also able to sign an MOU about the Covid Safety Plan, in order for the district to possibly apply for the state grant. Although we are encouraged by the possibility of the district receiving funds, we have read about how some districts might end up receiving less than it costs to test all students and staff members on a weekly basis. We hope SYSD is very careful and does not commit itself to something it cannot afford. We trust that you will make the right decisions only after serious and thoughtful consideration. Please continue to include us in these discussions.</p> <p>Thank you.</p> <p>Sincerely,</p> <p>Natalie La Rosa</p> <p>SYEA President</p> <p><b>Spanish Translation:</b></p> <p>Queridos Integrantes de la Mesa Directiva y Líderes del Distrito Escolar,</p>

		<p>Primero que nada, quiero agradecer al liderazgo por la productiva sesión de negociaciones de ayer con SYEA. Agradecemos que hayan acordado extender el uso de los días para Covid FFCRA, aun cuando los fondos federales ya se hayan terminado. Creemos que mientras más y más personas se vacunen, menos personas ocuparán estos días.</p> <p>Además, pudimos firmar el MOU sobre el Plan de Seguridad de Covid, para que el distrito posiblemente pueda solicitar la beca estatal. Aunque nos alienta la posibilidad de que el distrito reciba fondos, hemos leído sobre la posibilidad de que otros distritos reciban menos de lo que les cuesta examinar a todos los alumnos y al personal escolar semanalmente. Esperemos que SYSD sea cuidadoso y que no se comprometa con lo que no pueda pagar. Confiamos que tomarán las decisiones correctas, solo después de una seria y reflexiva consideración. Hagan favor de seguir incluyéndonos en estas conversaciones.</p> <p>Gracias,</p> <p>Atentamente,</p> <p>Natalie La Rosa</p> <p>Presidenta de SYEA</p>
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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:** David Farkas, Ed.D.,  Informational  
Assistant Superintendent, Educational  Action  
Leadership, Pupil Services and Safety

**AGENDA ITEM:** FIRST READING AND ADOPTION OF NEW BOARD POLICIES,  
ADMINISTRATIVE REGULATIONS AND EXHIBIT – 0000 SERIES

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**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) and Administrative Regulations (AR) and Exhibits:

- NEW - BP 0420.4 - CHARTER SCHOOL AUTHORIZATION
- NEW - AR 0420.4 - CHARTER SCHOOL AUTHORIZATION
- NEW - BP 0420.41 - CHARTER SCHOOL OVERSIGHT
- NEW - EXHIBIT 0420.41 - CHARTER SCHOOL OVERSIGHT
- NEW - BP 0420.42 - CHARTER SCHOOL RENEWAL
- NEW - BP 0420.43 - CHARTER SCHOOL REVOCATION

**RECOMMENDATION:**

Approve the first reading and adoption of new and revised Board Policies, Administrative Regulations and Exhibit – 0000 series.

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

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

# 0000 SERIES

## **BP/AR 0420.4 - Charter School Authorization**

(BP/AR revised)

Policy updated to reflect **NEW LAWS (AB 1505 and 1595)** which extend the timeline for holding a public hearing to determine the level of support for a charter petition, extend the timeline for making a final decision to grant or deny the petition, define receipt of the petition for the purpose of determining the beginning of this time period, and require publishing staff recommendations 15 days prior to the hearing at which the final decision will be made. As amended, criteria for reviewing the petition require consideration of the interests of the community in which the school is proposing to locate and prohibit the approval of a new charter school offering nonclassroom-based instruction until January 1, 2022. Regulation reflects **NEW LAWS (AB 1505 and AB 1595)** which revise the required components of a petition to delete a requirement to include annual goals that apply to the nature of the program operated, add a requirement that the petition describe the means by which the charter school will achieve a balance of special education students and English learners that is reflective of the general population within the district, and require that a petition for a charter school operated by or as a nonprofit public benefit corporation include the names and qualifications of the governing body. Regulation also reflects **NEW LAW (AB 982)** which requires the petition to include requirements for providing homework assignments, upon request, to students who have been suspended for two or more days. Regulation also reflects **NEW LAW (AB 1507)** which limits the ability of a charter school to establish a resource center, meeting space, or other satellite facility used for nonclassroom-based independent study outside district boundaries.

## **BP/E 0420.41 - Charter School Oversight**

(BP/E revised)

Policy updated to reflect **NEW LAWS (AB 1505 and AB 1595)** which require a charter school to request a material revision to its charter whenever it proposes to expand operations at one or more grade levels, and AB 1505 which revises criteria for the provision of technical assistance to charter schools beginning with the 2020-21 school year. Exhibit updated to add new requirements for charter schools pursuant to **NEW LAWS**, including requirements to refrain from discouraging a student from enrolling for any reason (**SB 75**), hold a public hearing when adopting the local control and accountability plan (**SB 75**), provide assistive technology devices to a student at home or a student who transfers to another school (**AB 605**), pay a student's tuition and conduct on-site visits if the charter school has a master contract with a nonpublic, nonsectarian school (**AB 1172**), phase in a requirement for teachers to hold the certificate or permit required for their certificated assignment (**AB 1505**), provide parent/guardian notices in English and in the primary language when 15 percent or more of the students speak a language other than English (**SB 75**), provide students with a meal of their choice regardless of unpaid meal fees (**SB 265**), adopt policy on suicide prevention applicable to grades K-6 (**AB 1767**), print the national domestic abuse hotline number on student identification cards (**SB 316**), post specified information on bullying and harassment prevention (**AB 34**), include the charter school's sexual harassment policy in student orientations and notify students of the policy by posting a poster (**AB 543**), neither expel a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or willfully defying the authority of school personnel (**SB 419**), provide a student who is suspended for two or more days with the homework assigned during the period of suspension (**AB 982**), and update and reissue a former student's records to include the student's updated name or gender (**AB 711**). Exhibit also reflects current law requiring charter schools to accept and provide full or partial credit for coursework completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or immigrant student participating in a newcomer program at another school.

## **BP 0420.42 - Charter School Renewal**

(BP revised)

Policy updated to reflect **NEW LAW (AB 1505)** which revises the criteria for granting or denying charter renewals, provides that renewal of a high-performing school may be granted for up to seven years, and provides that a low-performing charter school shall not be granted a renewal unless it adopts a written plan with meaningful steps to address the underlying cause(s) of low performance and there is clear and convincing evidence of either measurable increases in academic achievement or strong postsecondary outcomes, as defined. Policy also reflects **NEW LAWS (AB 1505 and AB 1595)** which extend the timeline for holding a public hearing on the renewal, extend the timeline for making a final decision to grant or deny the renewal, define receipt of the petition for the purpose of determining the beginning of this time period, and require publishing staff recommendations 15 days prior to the hearing at which the final decision will be made. Section on "School Closure" added to clarify that if the charter school is not renewed and ceases operation, the closure procedures specified in the charter will be implemented.

**BP 0420.43 - Charter School Revocation**

(BP revised)

Policy updated to move up the material regarding immediate revocation of a charter school in the event of a severe and imminent threat to the health or safety of students and to reflect **NEW LAW (AB 1505)** which provides that increases in student achievement for all numerically significant student subgroups should be a factor, but not necessarily the most important factor, in determining whether to revoke a charter. Section on "School Closure" added to clarify that if the charter school is revoked and ceases operation, the closure procedures specified in the charter will be implemented.

# **NEW BOARD POLICY**

## **Philosophy, Goals, Objectives, and Comprehensive Plans**

BP 0420.4(a)

### **CHARTER SCHOOL AUTHORIZATION**

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for contracted services which the district may provide to the proposed charter school.

The Board shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

### **Timelines for Board Action**

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

*(cf. 9320 - Meetings and Notices)*

## **CHARTER SCHOOL AUTHORIZATION** (continued)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

### **Approval of Petition**

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE). (Education Code 47605)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

*(cf. 0420.41 - Charter School Oversight)*

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

**CHARTER SCHOOL AUTHORIZATION** (continued)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

*(cf. 0420.42 - Charter School Renewal)*

*(cf. 0420.43 - Charter School Revocation)*

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

**Denial of Petition**

The Board shall summarily deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)
2. Convert a private school to a charter school (Education Code 47602)
3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)
4. Offer nonclassroom-based instruction (Education Code 47612.7)

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.

**CHARTER SCHOOL AUTHORIZATION** (continued)

4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c).
6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.
7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances regarding:
  - a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings
  - b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate
8. The district is not positioned to absorb the fiscal impact of the proposed charter school. The district meets this criterion if it has a negative interim certification, or has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

**CHARTER SCHOOL AUTHORIZATION** (continued)

**Appeals**

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and grant shall or deny the petition within 30 days. (Education Code 47605)

*Legal Reference: (see next page)*

**CHARTER SCHOOL AUTHORIZATION (continued)**

*Legal Reference:*

EDUCATION CODE

200 *Equal rights and opportunities in state educational institutions*  
220 *Nondiscrimination*  
1240 *Duties of County Superintendent*  
17078.52-17078.66 *Charter schools facility funding; state bond proceeds*  
17280-17317 *Field Act*  
17365-17374 *Field Act, fitness for occupancy*  
32282 *Comprehensive safety plan*  
33126 *School Accountability Report Card*  
41365 *Charter school revolving loan fund*  
42131 *Interim certification*  
42238.51-42238.2 *Funding for charter districts*  
44237 *Criminal record summary*  
44830.1 *Certificated employees, conviction of a violent or serious felony*  
45122.1 *Classified employees, conviction of a violent or serious felony*  
46201 *Instructional minutes*  
47600-47616.7 *Charter Schools Act of 1992*  
47640-47647 *Special education funding for charter schools*  
47650-47652 *Funding of charter schools*  
49011 *Student fees*  
51745-51749.6 *Independent study*  
52052 *Accountability: numerically significant student subgroups*  
52060-52077 *Local control and accountability plan*  
56026 *Special education*  
56145-56146 *Special education services in charter schools*

CORPORATIONS CODE

5110-6910 *Nonprofit public benefit corporations*

GOVERNMENT CODE

1090-1099 *Prohibitions applicable to specified officers*  
3540-3549.3 *Educational Employment Relations Act*  
6250-6270 *California Public Records Act*  
54950-54963 *Ralph M. Brown Act*  
81000-91014 *Political Reform Act of 1974*

CODE OF REGULATIONS, TITLE 5

11700.1-11705 *Independent study*  
11960-11968.5.5 *Charter schools*

*Legal Reference continued: (see next page)*

**CHARTER SCHOOL AUTHORIZATION (continued)**

*Legal Reference: (continued)*

UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

Opinion No. 11-201 (2018)

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

78 Ops.Cal.Atty.Gen. 297 (1995)

*Management Resources:*

CSBA PUBLICATIONS

Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Guide for Governance Teams, rev. February 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.ccsa.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

# **NEW ADMINISTRATIVE REGULATION**

## **Philosophy, Goals, Objectives, and Comprehensive Plans**

**AR 0420.4(a)**

### **CHARTER SCHOOL AUTHORIZATION**

#### **Petition Signatures**

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

A petition that proposes to convert an existing public school to a charter school must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

*(cf. 4116 - Probationary/Permanent Status)*

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having a child attend the charter school, or a teacher's signature means that the teacher is meaningfully interested in teaching at the charter school. (Education Code 47605)

#### **Staff Advisory Committee**

The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

*(cf. 2230 - Representative and Deliberative Groups)*

#### **Components of Charter Petition**

All charter petitions shall comply with the applicable requirements of Education Code 47605, other state and federal laws, and district policies.

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; will not charge

**CHARTER SCHOOL AUTHORIZATION (continued)**

tuition; and will not discriminate against a student on the basis of characteristics listed in Education Code 220. The petition shall also contain reasonably comprehensive descriptions of: (Education Code 47605)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of the charter school's annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

*(cf. 0420.41 - Charter School Oversight)*

*(cf. 0460 - Local Control and Accountability Plan)*

If the proposed charter school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served by the charter school.

**CHARTER SCHOOL AUTHORIZATION (continued)**

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

*(cf. 0510 - School Accountability Report Card)*

4. The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

5. The qualifications to be met by individuals to be employed by the charter school.

6. The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:

a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.

b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(J).

c. The charter school's safety plan shall be reviewed and updated by March 1 each year.

7. The means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learner students, including redesignated fluent English proficient students, that is reflective of the general population residing within the district's territorial jurisdiction.

8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(e), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Governing Board approval.

9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.

**CHARTER SCHOOL AUTHORIZATION (continued)**

10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605 and a statement that the suspension procedures will include requirements pertaining to the provision of homework assignments to suspended students as specified in Education Code 47606.2.

Such procedures shall also include processes by which the charter school will notify the superintendent of a district, and by which the charter school may be notified by the superintendent of a district, when a student or former student of the charter school is expelled or subject to any of the circumstances specified in Education Code 47605(e)(3).

11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.

13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.

14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

15. A declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

16. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:

- a. Designation of a responsible entity to conduct closure-related activities
- b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates,

**CHARTER SCHOOL AUTHORIZATION (continued)**

the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:

- (1) The effective date of the closure
  - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
  - (3) The students' districts of residence
  - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
- d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
- e. Transfer and maintenance of personnel records in accordance with applicable law
- f. Completion of an independent final audit within six months after the closure of the charter school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
- g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR 11962
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
- i. Identification of funding for the activities identified in item #16a-h above

**CHARTER SCHOOL AUTHORIZATION (continued)**

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the charter school, including where the school intends to locate  
*(cf. 7160 - Charter School Facilities)*
2. The manner in which administrative services of the charter school are to be provided
3. Potential civil liability effects, if any, upon the charter school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation
5. If the charter school is to be operated by or as a nonprofit public benefit corporation, the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school

**Location of Charter School**

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school may establish a resource center, meeting space, or other satellite facility within the jurisdiction of the school district where the charter school is physically located if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

**Regulation  
approved:**

**CSBA MANUAL MAINTENANCE SERVICE  
March 2020**

# **NEW BOARD POLICY**

## **Philosophy, Goals, Objectives, and Comprehensive Plans**

BP 0420.41(a)

### **CHARTER SCHOOL OVERSIGHT**

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 0500 - Accountability)*

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of a charter school at any time. (Education Code 47604.32, 47607)

The Superintendent or designated charter school contact shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

### **Waivers**

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to the SBE on behalf of the charter school.

*(cf. 1431 - Waivers)*

### **Provision of District Services**

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services to a charter school, the district and the charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between them.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

**CHARTER SCHOOL OVERSIGHT (continued)****Material Revisions to Charter**

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to establish or move operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open meeting. (Education Code 47605)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter.

**Monitoring Charter School Performance**

The Superintendent or designee shall monitor each charter school that is authorized by the district to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter and any applicable memorandum of understanding, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The Board shall monitor the fiscal condition of the charter school based on any financial report or information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

**CHARTER SCHOOL OVERSIGHT** (continued)

The district may charge up to one percent of a charter school's revenue for the actual costs of supervisory oversight of the school. However, if the charter school is able to obtain substantially rent-free facilities from the district, the district may charge up to three percent of the charter school's revenue for actual costs of supervisory oversight or, if the facility is provided under Education Code 47614, the pro-rata share facilities costs calculated pursuant to 5 CCR 11969.7. If the district charges the pro-rata share, it may also charge one percent of the charter school's revenue in oversight fees. If the district is given responsibility for supervisory oversight of a charter school that was authorized by SBE on appeal, the district is not limited to these percentages and may charge for the actual costs of supervisory oversight and for the administrative costs necessary to secure charter school funding. (Education Code 47613)

*(cf. 7160 - Charter School Facilities)*

**Technical Assistance/Intervention**

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent of Schools. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code 45607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605. This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.
2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.

**CHARTER SCHOOL OVERSIGHT** (continued)

3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)

1. Shall provide technical assistance to the charter school based on the California School Dashboard
2. May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school.

*(cf. 0420.42 - Charter School Renewal)*  
*(cf. 0420.43 - Charter School Revocation)*

**Complaints**

Each charter school shall establish and maintain policies and procedures to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670, alleging the school's noncompliance with Education Code 47606.5 or 47607.3. (Education Code 52075)

*(cf. 1312.3 - Uniform Complaint Procedures)*

A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

**CHARTER SCHOOL OVERSIGHT** (continued)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

**School Closure**

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or a memorandum of understanding, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of the charter is denied, the charter is revoked, or the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

*Legal Reference: (see next page)*

**CHARTER SCHOOL OVERSIGHT (continued)***Legal Reference:*EDUCATION CODE

215 *Suicide prevention policy*  
 215.5 *Student identification cards, inclusion of safety hotlines*  
 220 *Nondiscrimination*  
 221.61 *Posting of Title IX information on web site*  
 221.9 *Sex equity in competitive athletics*  
 222 *Lactation accommodations for students*  
 222.5 *Pregnant and parenting students, notification of rights*  
 231.5-231.6 *Sexual harassment policy*  
 234.4 *Mandated policy on bullying prevention*  
 234.6 *Bullying and harassment prevention information*  
 234.7 *Student protections relating to immigration and citizenship status*  
 17070.10-17079.30 *Leroy F. Greene School Facilities Act*  
 17280-17317 *Field Act*  
 17365-17374 *Field Act, fitness for occupancy*  
 32282 *Comprehensive safety plan*  
 32283.5 *Online training on bullying prevention*  
 33479-33479.9 *The Eric Parades Sudden Cardiac Arrest Prevention Act*  
 35179.4-35179.6 *Interscholastic athletic programs, safety*  
 35183.1 *Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance*  
 35330 *Field trips and excursions; student fees*  
 38080-38086 *School meals*  
 39831.3 *Transportation safety plan*  
 39843 *Disciplinary action against bus driver; report to Department of Motor Vehicles*  
 41024 *Report of expenditure of state facility funds*  
 42100 *Annual statement of receipts and expenditures*  
 44030.5 *Reporting change in employment status due to alleged misconduct*  
 44237 *Criminal record summary*  
 44691 *Information on detection of child abuse*  
 44830.1 *Certificated employees, conviction of a violent or serious felony*  
 45122.1 *Classified employees, conviction of a violent or serious felony*  
 45125.1 *Fingerprinting; employees of contracting entity*  
 46015 *Accommodations for pregnant and parenting students; parental leave*  
 47600-47616.7 *Charter Schools Act of 1992*  
 47634.2 *Nonclassroom-based instruction*  
 47640-47647 *Special education funding for charter schools*  
 47651 *Apportionment of funds, charter schools*  
 48000 *Minimum age of admission for kindergarten; transitional kindergarten*  
 48010-48011 *Minimum age of admission (first grade)*  
 48206.3-48208 *Students with temporary disabilities; individual instruction*

*Legal Reference continued: (see next page)*

**CHARTER SCHOOL OVERSIGHT** (continued)

*Legal Reference: (continued)*

EDUCATION CODE (continued)

48850-48859 Educational placement of foster youth and homeless students  
 48901.1 Suspension and expulsion, willful defiance  
 48907 Students' exercise of free expression; rules and regulations  
 48913.5 Suspended students, homework assignments  
 48950 Student speech and other communication  
 48985 Parental notification,  
 49005-49006.4 Seclusion and restraint  
 49011 Student fees  
 49014 Public School Fair Debt Collection Act  
 49061 Student records  
 49062.5 Student records, name or gender changes  
 49070 Challenging student records  
 49073.2 Privacy of student and parent/guardian personal information  
 49076.7 Student records; data privacy; Social Security numbers  
 49110 Authority to issue work permits  
 49381 Human trafficking prevention  
 49414 Epinephrine auto-injectors  
 49414.3 Administration of opioid antagonist  
 49428 Notification of mental health services  
 49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:  
 49431.9 Advertisement of non-nutritious foods  
 49475 Health and safety, concussions and head injuries  
 49557.5 Child Hunger Prevention and Fair Treatment Act of 2017  
 49564 Meals for needy students  
 51224.7 Mathematics placement policy  
 51225.1-51225.2 Exemption from local graduation requirements; acceptance of coursework  
 51225.6 Instruction in cardiopulmonary resuscitation  
 51513 Diploma of graduation, without passage of high school exit examination  
 51745-51749.6 Independent study  
 51930-51939 California Healthy Youth Act  
 52052 Accountability; numerically significant student subgroups  
 52060-52077 Local control and accountability plans  
 52075 Uniform complaint procedures  
 56026 Special education  
 56040.3 Availability of assistive technology devices  
 56145-56146 Special education services in charter schools  
 56365-56366.12 Nonpublic, nonsectarian schools

*Legal Reference continued: (see next page)*

**CHARTER SCHOOL OVERSIGHT (continued)**

*Legal Reference: (continued)*

EDUCATION CODE (continued)

60600-60649 *Assessment of academic achievement*

64000 *Categorical programs included in consolidated application*

64001 *School plan for student achievement, consolidated application programs*

65000-65001 *School site councils*

69432.9-69432.92 *Cal Grant program; notification of grade point average and high school graduation*

CORPORATIONS CODE

5110-6910 *Nonprofit public benefit corporations*

GOVERNMENT CODE

1090-1099 *Prohibitions applicable to specified officers*

3540-3549.3 *Educational Employment Relations Act*

6250-6270 *California Public Records Act*

54950-54963 *Ralph M. Brown Act*

81000-91014 *Political Reform Act of 1974*

HEALTH AND SAFETY CODE

104420 *Tobacco Use Prevention Education grant program*

104559 *Tobacco-free schools*

LABOR CODE

1198.5 *Personnel records related to performance and grievance*

PENAL CODE

667.5 *Definition of violent felony*

1192.7 *Definition of serious felony*

VEHICLE CODE

28160 *Child safety alert system*

CALIFORNIA CONSTITUTION

Article 9, Section 5 *Common school system*

Article 16, Section 8.5 *Public finance; school accountability report card*

CODE OF REGULATIONS, TITLE 5

4600-4670 *Uniform complaint procedures*

11700.1-11705 *Independent study*

11960-11969 *Charter schools*

CODE OF REGULATIONS, TITLE 24

101 et seq. *California Building Standards Code*

UNITED STATES CODE, TITLE 20

1681-1688 *Title IX of the Education Amendments of 1972; discrimination based on sex*

6311 *State plan*

7221-7221j *Charter schools*

UNITED STATES CODE, TITLE 42

11431-11435 *McKinney-Vento Homeless Assistance Act*

*Legal Reference continued: (see next page)*

## CHARTER SCHOOL OVERSIGHT (continued)

### *Legal Reference: (continued)*

#### CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.78 Accountability

#### COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

#### ATTORNEY GENERAL OPINIONS

Opinion No. 11-201 (2018)

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

78 Ops.Cal.Atty.Gen. 297 (1995)

#### CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS

Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763

### *Management Resources:*

#### CSBA PUBLICATIONS

Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018

Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017

Charter Schools: A Guide for Governance Teams, rev. 2016

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Sample Copy of a Memorandum of Understanding

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017

Special Education and Charter Schools: Questions and Answers, September 10, 2002

#### U.S. DEPARTMENT OF EDUCATION GUIDANCE

Charter Schools Program: Title V, Part B of the ESEA, January 2014

#### WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

# **NEW EXHIBIT**

## **Philosophy, Goals, Objectives, and Comprehensive Plans**

E 0420.41(a)

### **CHARTER SCHOOL OVERSIGHT**

#### **REQUIREMENTS FOR CHARTER SCHOOLS**

A charter school shall be subject to the terms of its charter; any memorandum of understanding between the school and the district Governing Board; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, the following requirements.

##### **Governance**

1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)
2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)

##### **Operations**

3. Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)
4. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

##### **Admission/Enrollment**

5. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)

**CHARTER SCHOOL OVERSIGHT** (continued)

6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

7. Serve students with disabilities in the same manner as such students are served in other district schools (Education Code 47646, 56145)

8. Admit all students who wish to attend the charter school, according to the following criteria and procedures:

a. Admission to the charter school shall not be determined according to the student's or parent/guardian's place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within that school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in that public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, with preference extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)

c. Other admission preferences may be permitted by the Board of the district on an individual school basis consistent with law. (Education Code 47605)

9. Not discourage a student from enrolling or seeking to enroll in the charter school, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The charter school shall not request or require a student's records to be submitted before enrollment. The charter school shall post on

**CHARTER SCHOOL OVERSIGHT** (continued)

its web site the California Department of Education's (CDE) notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Education Code 47605)

10. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)

11. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

12. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)

**Nondiscrimination**

13. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)

14. Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the charter school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7

15. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)

16. If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

**CHARTER SCHOOL OVERSIGHT** (continued)

17. Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code 222, 222.5, 46015)

18. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

**Tuition and Fees**

19. Not charge tuition (Education Code 47605)

20. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools

21. Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014)

**School Plans**

22. Adopt a local control and accountability plan (LCAP) and update the plan by July 1 each year, after holding a public hearing, consulting with specified stakeholders, and using the template adopted by the State Board of Education (SBE). As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by the SBE. (Education Code 47604.33, 47606.5, 52064, 52064.1)

23. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)

**CHARTER SCHOOL OVERSIGHT** (continued)

24. Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)
25. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)

**Curriculum and Instruction**

26. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)
27. If the charter school offers a kindergarten program, also offer a transitional kindergarten program to students whose fifth birthday is from September 2 through December 2 (Education Code 48000)
28. If the charter school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)
29. If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school (Education Code 51931, 51934)
30. If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources (Education Code 49381)
31. If the charter school provides independent study, meet the requirements of Education Code 51745-51749.6, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

**CHARTER SCHOOL OVERSIGHT** (continued)

32. Accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school (Education Code 51225.2)

33. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

**Special Education**

34. Provide assistive technology devices in a student's home or other settings if the individualized education program team determines that such access is necessary. The charter school shall also provide an assistive technology device or comparable device to a student who enrolls in another local educational agency, for two months after the student leaves the charter school or until alternative arrangements can be made, whichever occurs first. (Education Code 56040.3)

35. If the charter school is an independent member of a special education local plan area and has a master contract with a nonpublic, nonsectarian school:

- a. Pay the full amount of the tuition or fees for students with disabilities enrolled in programs or services provided pursuant to that contract (Education Code 56365)
- b. Conduct at least one onsite visit to the nonpublic, nonsectarian school prior to a student's placement and at least once each school year (Education Code 56366.1)

**High School Graduation**

36. Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any of the charter school's graduation requirements that exceed state requirements, unless the charter school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)

**CHARTER SCHOOL OVERSIGHT** (continued)

37. Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 51413)

**Student Expression**

38. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)

39. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

**Staffing**

40. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) as required for the teacher's certificated assignment. Teachers employed by the charter school during the 2019-20 school year shall have until July 1, 2025 to obtain the required certificate required. (Education Code 47605, 47605.4)

41. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the charter school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check (Education Code 44830.1, 45122.1, 45125.1)

42. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

43. If the charter school chooses to make the state teachers' retirement plan available to its employees, meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)

**CHARTER SCHOOL OVERSIGHT** (continued)

44. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

**Parent/Guardian Involvement**

45. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code 47605)

46. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)

47. If 15 percent or more of the students at the charter school speak a single primary language other than English, provide all notices, reports, statements, or records sent to parents/guardians in English and in the primary language (Education Code 48985)

**Nutrition**

48. Provide each eligible student with one nutritionally adequate free or reduced-price meal during each school day, except as provided for a charter school that offers nonclassroom-based instruction (Education Code 47613.5)

49. If the charter school participates in the National School Lunch and/or Breakfast program, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)

50. If the charter school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; not take any action directed at a student to collect unpaid school meal fees; ensure that a student with unpaid school meal fees is not denied a meal of the student's choice, shamed, or treated differently; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)

**CHARTER SCHOOL OVERSIGHT** (continued)

51. If the charter school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)

**Student Health**

52. Adopt a policy on suicide prevention, intervention, and postvention for grades 7-12, and an age-appropriate policy for grades K-6, and review the policy at least every five years (Education Code 215)

53. If the charter school serves grades 7-12 and issues student identification cards, print the telephone numbers of the National Suicide Prevention Lifeline and the National Domestic Violence Hotline on the identification cards (Education Code 215.5)

54. Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)

55. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

56. If the charter school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)

57. If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)

**CHARTER SCHOOL OVERSIGHT** (continued)

58. Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414 (Education Code 49414)

59. If the charter school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

**Student Conduct/Discipline**

60. Adopt a policy on bullying and cyberbullying prevention, post specified information on bullying and harassment prevention, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 234.6, 32283.5)

61. Adopt and display a written policy on sexual harassment, include the policy as part of any orientation for new and continuing students, and post a poster notifying students of the policy (Education Code 231.5, 231.6)

62. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)

63. Neither recommend for expulsion a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties (Education Code 48901.1)

64. Upon request, provide a student who is suspended for two or more days with the homework assigned during the period of suspension (Education Code 48913.5)

**Student and Parent/Guardian Records**

65. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)

**CHARTER SCHOOL OVERSIGHT** (continued)

66. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)

67. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

68. If the charter school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

69. Upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, update and reissue a former student's records to include the student's updated legal name or gender (Education Code 49062.5, 49070)

**Facilities**

70. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

**CHARTER SCHOOL OVERSIGHT** (continued)**Finance**

71. Promptly respond to all reasonable inquiries from the district, the county office of education, or the Superintendent of Public Instruction (SPI), including, but not limited to, inquiries regarding the charter school's financial records (Education Code 47604.3)
72. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
73. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
74. Annually prepare and submit financial reports to the district Board and the County Superintendent of Schools in accordance with the following reporting cycle:
  - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
  - b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
  - c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
  - d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
  - e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and CDE. (Education Code 47605)

**CHARTER SCHOOL OVERSIGHT** (continued)

75. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)

**Accountability**

76. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

# NEW BOARD POLICY

## Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.42(a)

### CHARTER SCHOOL RENEWAL

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education on appeal after initial denial by the Board.

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 0420.41 - Charter School Oversight)*

*(cf. 0420.43 - Charter School Revocation)*

*(cf. 0500 - Accountability)*

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

### Criteria for Granting or Denying Renewal

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607)

**CHARTER SCHOOL RENEWAL** (continued)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. (Education Code 47607)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years

A renewal shall be granted for a period of five to seven years to a charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 and that, for two consecutive years immediately preceding the renewal, achieved either of the following: (Education Code 47607)

- a. Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels
- b. For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average

2. Renewal of Five Years

- a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)
  - (1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school
  - (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers

**CHARTER SCHOOL RENEWAL** (continued)

b. For any such charter school, the Board may deny the renewal petition upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)

3. Denial with Option for Two-Year Renewal

a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, either of the following applies: (Education Code 47607.2)

(1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels.

(2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average.

b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that:

(1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.

(2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

**CHARTER SCHOOL RENEWAL** (continued)

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if the Board finds either that the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

A charter school that is eligible for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

**Timelines for Board Action**

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings

**CHARTER SCHOOL RENEWAL** (continued)

regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide notification to CDE, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

**School Closure**

If a charter is not renewed and the charter school ceases operation, the Board and/or the charter school shall implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962. (Education Code 47603.32)

*Legal Reference: (see next page)*

## CHARTER SCHOOL RENEWAL (continued)

### *Legal Reference:*

#### EDUCATION CODE

47600-47616.7 *Charter Schools Act of 1992*

52052 *Definition of numerically significant student subgroup*

56145-56146 *Special education services in charter schools*

60600-60649 *Assessment of academic achievement*

#### CODE OF REGULATIONS, TITLE 5

11960-11969 *Charter schools*

#### UNITED STATES CODE, TITLE 20

7223-7225 *Charter schools*

### *Management Resources:*

#### CSBA PUBLICATIONS

*The Role of the Charter School Authorizer, Online Course*

*Charter Schools: A Guide for Governance Teams, rev. 2016*

#### WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.charterauthorizers.org>

U.S. Department of Education: <http://www.ed.gov>

Policy  
adopted:

CSBA MANUAL MAINTENANCE SERVICE

March 2020

# NEW BOARD POLICY

## Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.43(a)

### CHARTER SCHOOL REVOCATION

The Governing Board expects any charter school it authorizes to provide a sound educational program that promotes student learning and to carry out its operations in a manner that complies with law and the terms of its charter. The Board may revoke a charter in accordance with law.

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 0420.41 - Charter School Oversight)*

*(cf. 0420.42 - Charter School Renewal)*

*(cf. 0500 - Accountability)*

When the Board determines, in writing, that any violation under Education Code 47607 constitutes a severe and imminent threat to the health or safety of students, the Board may immediately revoke the school's charter. When such a determination is made, the Board shall approve and deliver to the charter school's governing body, the County Board of Education, and the California Department of Education (CDE) a Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety. (Education Code 47607; 5 CCR 11968.5.3)

In all other circumstances, the Board may revoke a charter after providing due process and using the procedures described below. The Board may revoke a charter if it makes a written factual finding specific to that charter school and supported by substantial evidence that the charter school has done any of the following: (Education Code 47607)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement
4. Violated any law

The Board shall also consider revoking the charter of any charter school for which the California Collaborative for Educational Excellence (CCEE) has provided advice and assistance pursuant to Education Code 47607.3 if CCEE has issued either of the following findings: (Education Code 47607.3)

1. That the charter school has failed or is unable to implement the recommendations of the CCEE

**CHARTER SCHOOL REVOCATION** (continued)

2. That the inadequate performance of the charter school, as based on the California School Dashboard, is so persistent or acute as to require revocation of the charter

In determining whether to revoke a charter, the Board shall consider increases in student academic achievement for all numerically significant groups of students served by the charter school, as defined in Education Code 52052. (Education Code 47607, 47607.3)

**Revocation Procedures**

If the Board is considering a revocation of a charter school, it shall take action to approve and deliver a Notice of Violation to the charter school's governing body. The Notice of Violation shall identify: (Education Code 47607; 5 CCR 11965, 11968.5.2)

1. The charter school's alleged violation(s).
2. All evidence relied upon by the Board in determining that the charter school committed the alleged violation(s), including the date and duration of the alleged violation(s). The Notice shall show that each alleged violation is both material and uncured and that it occurred within a reasonable period of time before the Notice of Violation is issued.
3. The period of time that the Board has concluded is a reasonable period of time for the charter school to remedy or refute the identified violation(s). In identifying this time period, the Board shall consider the amount of time reasonably necessary to remedy each identified violation, which may include the charter school's estimation as to the anticipated remediation time.

At least 72 hours prior to any meeting at which the Board will consider issuing a Notice of Violation, the Board shall provide the charter school with notice and all relevant documents related to the proposed action. (5 CCR 11968.5.2)

*(cf. 9320 - Meetings and Notices)*

By the end of the remedy period identified in the Notice of Violation, the charter school's governing body may submit to the Board a detailed written response and supporting evidence addressing each identified violation, including, as applicable, a refutation, remedial action taken, or proposed remedial action. (5 CCR 11968.5.2)

**CHARTER SCHOOL REVOCATION** (continued)

At the conclusion of the remedy period specified in the Notice of Violation, the Board shall evaluate any response and supporting evidence provided by the charter school's governing body and shall take one of the following actions: (5 CCR 11968.5.2)

1. Discontinue revocation of the charter and provide timely written notice of such action to the charter school's governing body
2. Continue revocation of the charter, by issuing a Notice of Intent to Revoke to the charter school's governing body within 60 calendar days of the conclusion of the remedy period, if there is substantial evidence that the charter school has failed to remedy a violation identified in the Notice of Violation or to refute a violation to the Board's satisfaction. All evidence relied upon by the Board for the decision shall be included in the Notice of Intent to Revoke.

If the Board issues a Notice of Intent to Revoke, it shall hold a public hearing concerning the revocation on the date specified in the notice, which shall be no later than 30 days after providing the notice. Within 30 calendar days after the public hearing, or within 60 calendar days if extended by written mutual agreement of the Board and the charter school, the Board shall issue a final decision on the revocation of the charter. (Education Code 47607; 5 CCR 11968.5.2)

If the Board fails to meet the timelines specified above for issuing a Notice of Intent to Revoke or a final decision, the revocation process shall be deemed terminated. (5 CCR 11968.5.2)

Within 10 calendar days of the Board's final decision, the Superintendent or designee shall provide a copy of the final decision to CDE and the County Board. (Education Code 47604.32; 5 CCR 11968.5.2)

**Appeals**

If the Board revokes a charter, the charter school may, within 30 days of the Board's final decision, appeal the revocation to the County Board. The County Board's decision may subsequently be appealed to the State Board of Education by either the charter school or the district. However, a revocation based upon the findings of CCEE pursuant to Education Code 47607.3 may not be appealed. (Education Code 47607, 47607.3; 5 CCR 11968.5.3-11968.5.5)

## CHARTER SCHOOL REVOCATION (continued)

### School Closure

If a charter school ceases operation due to revocation, the Board and/or the charter school shall implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962. (Education Code 47603.32)

#### *Legal Reference:*

##### EDUCATION CODE

*47600-47616.7 Charter Schools Act of 1992, especially:*

*47607 Charter renewals and revocations*

*52052 Accountability: numerically significant student subgroups; definition*

##### CODE OF REGULATIONS, TITLE 5

*11960-11969 Charter schools, especially:*

*11968.5.1-11968.5.5 Charter revocations*

##### COURT DECISIONS

*Today's Fresh Start, Inc. v. Los Angeles County Office of Education (2013) 57 Cal.4th 197*

#### *Management Resources:*

##### CSBA PUBLICATIONS

*The Role of the Charter School Authorizer, Online Course*

*Charter Schools: A Guide for Governance Teams, rev. 2016*

##### WEB SITES

*CSBA: <http://www.csba.org>*

*California Charter Schools Association: <http://www.calcharters.org>*

*California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>*

*National Association of Charter School Authorizers: <http://www.qualitycharters.org>*

*U.S. Department of Education: <http://www.ed.gov>*

Policy  
adopted:

CSBA MANUAL MAINTENANCE SERVICE  
March 2020

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

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

Informational  
 Action

**AGENDA ITEM:** 2021 CSBA DELEGATE ASSEMBLY ELECTION

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**BACKGROUND INFORMATION:**

The San Ysidro School District is a member of the California School Boards Association (CSBA). CSBA is a nonprofit education association representing elected officials who govern public school districts and county offices of education. With a membership of nearly 1,000 educational agencies statewide, CSBA brings together school governing boards, and administrators from districts and county offices of education to advocate for effective policies that advance the education and well-being of the state's more than 6 million school-age children.

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors, Executive Committee, and Delegates ensure that the association reflects the interests of the school districts and county offices of education throughout the state.

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly elections must be made by Governing Boards within their geographic sub regions or areas. Region 17 San Diego County has 7 vacancies. Attached you will find material regarding elections of representatives from Region 17 to the 2021 CSBA Delegate Assembly. Delegates will serve two-year terms beginning April 1, 2021 - March 31, 2023.

**RECOMMENDATION:**

Election of the following representatives to the 2021 CSBA Delegate Assembly (7 vacancies):  
Kate Bishop (Chula Vista ESD), Leslie Bunker (Chula Vista ESD)\*, Andrew Hayes (Lakeside Union SD)\*, Melissa Krogh (Warner USD), Dawn Perfect (Ramona USD)\*, Barbara Ryan (Santee SD)\*, Lucy Ugarte (Chula Vista ESD) and Katrina Young (San Dieguito Union High SD).

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

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

Yes     No

Yes     No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**REQUIRES BOARD ACTION**

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **MONDAY, MARCH 15, 2021**. Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2021 DELEGATE ASSEMBLY BALLOT  
REGION 17  
(San Diego County)

Number of vacancies: 7 (Vote for no more than 7 candidates)

*Delegates will serve two-year terms beginning April 1, 2021 - March 31, 2023*

*\*denotes incumbent*

	Kate Bishop (Chula Vista ESD)
	Leslie Bunker (Chula Vista ESD)*
	Andrew Hayes (Lakeside Union SD)*
	Melissa Krogh (Warner USD)
	Dawn Perfect (Ramona USD)*
	Barbara Ryan (Santee SD)*
	Lucy Ugarte (Chula Vista ESD)
	Katrina Young (San Dieguito Union High SD)

\_\_\_\_\_  
*Provision for Write-in Candidate Name*

\_\_\_\_\_  
*School District*

\_\_\_\_\_  
*Signature of Superintendent or Board Clerk*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*School District Name*

\_\_\_\_\_  
*Date of Board Action*

*See reverse side for list of all current Delegates in your Region.*

**REGION 17 – 23 Delegates (17 elected/6 appointed)◆**

**Director: Debra Schade (Solana Beach ESD)**

**Below is a list of all elected or appointed Delegates from this Region.**

**County: San Diego**

Richard Barrera, (San Diego USD)◆, appointed term expires 2021  
Leslie Bunker (Chula Vista ESD), term expires 2021  
Eleanor Evans (Oceanside USD), term expires 2022  
Humberto Gurmilan (San Ysidro SD), term expires 2022  
Andrew Hayes (Lakeside Union SD), term expires 2021  
Claudine Jones (Carlsbad USD), term expires 2022  
Christi Knight (Escondido Union HSD), term expires 2021  
Michael McQuary (San Diego USD)◆, appointed term expires 2022  
Tamara Otero (Cajon Valley Union SD), term expires 2022  
Darshana Patel (Poway USD)◆, appointed term expires 2021  
Dawn Perfect (Ramona USD), term expires 2021  
Barbara Ryan (Santee SD), term expires 2021  
Elva Salinas (Grossmont Union HSD), term expires 2022  
Nicholas Segura (Sweetwater Union HSD)◆, appointed term expires 2022  
Arturo Solis (Sweetwater Union HSD)◆, appointed term expires 2021  
Marla Strich (Encinitas Union ESD), term expires 2022  
Cipriano Vargas, (Vista USD), term expires 2022  
Sharon Whitehurst-Payne (San Diego USD)◆, appointed term expires 2021  
Vacant, term expires 2021  
Vacant, term expires 2021  
Vacant, term expires 2022  
Vacant, term expires 2022

**County Delegate:**

Guadalupe Gonzalez (San Diego COE), term expires 2021

**County**

San Diego

# Delegate Assembly Biographical Sketch Form for 2021 Election



**Deadline: Thursday, January 7, 2021 | No late submissions accepted**

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to [nominations@csba.org](mailto:nominations@csba.org) no later than 11:59 p.m. on January 7, 2021. Forms may also be submitted via mail to CSBA's Executive Office at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2021.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: M. Krogh Date: 12/15/2020

Name: Melissa Krogh CSBA Region & subregion #: 17  
 District or COE: Warner Unified School District Years on board: 4  
 Profession: Conf. Secretary Contact Number (  Cell  Home  Bus.): 760-464-8736  
 Primary E-mail: melissa.krogh@warnerusd.net  
 Are you an incumbent Delegate?  Yes  No If yes, year you became Delegate: \_\_\_\_\_

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Being a Governing Board Member has allowed me to realize my personal commitment to serve children and their educational needs. Ultimately, I feel that being a CSBA Delegate will be beneficial to my district, as well as other micro-districts in our region, through the exchange of ideas and best practices. I think it is important to share our perspective with those that may not understand the complexities and challenges that come from being a remote, rural micro-district in San Diego County.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been a Board Member for Warner Unified for 4 years and have just been reelected to serve another term. I am employed at Julian Union High School District as the Superintendent's Confidential Secretary and the CBO's Accounting Clerk. I have attended the CSBA's Annual Education Conference for 4 years and completed the MIG course twice during my first term. I am also a member of San Diego County's Access and Functional Needs (AFN) Working Group, with a focus on preparing my community's most vulnerable residents in an emergency.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

During the pandemic, the education system in California has lost the trust of students, parents, and employees. Trying to strike a balance between parents who are essential workers that can't find or afford childcare; employees that are worried about the safety of themselves and their families; and students that are struggling in the distance learning models, with bigger learning losses than ever before; has not been an easy task. Students, parents, and employees are connecting across district boundaries and state lines; they are comparing their experiences, and many are expressing their displeasure. When we reach the other side of Covid-19, our statewide education system is going to need a major marketing campaign to ease some of the hurt and anger our families, staff, and students are feeling right now.

# Delegate Assembly Biographical Sketch Form for 2021 Election



**Deadline: Thursday, January 7, 2021 | No late submissions accepted**

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to [nominations@csba.org](mailto:nominations@csba.org) no later than 11:59 p.m. on January 7, 2021. Forms may also be submitted via mail to CSBA's Executive Office at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2021.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: \_\_\_\_\_

Date: January 4, 2021

Name: Lucy Ugarte

CSBA Region & subregion #: 17

District or COE: Chula Vista Elementary School District

Years on board: 0 (New)

Profession: Teacher

Contact Number ( Cell  Home  Bus.): 619-395-2578

Primary E-mail: lucy.ugarte@cvesd.org

Are you an incumbent Delegate?  Yes  No

If yes, year you became Delegate: \_\_\_\_\_

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

It is important that a variety of voices are heard and represented. I bring the perspective of teacher, parent, union leader, community member and activist, as well as board trustee. I have over twenty years of experience representing students, teachers, and my community. I know firsthand the challenges of Distance Learning and the practicality of putting policies into place that affect students and staff.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am involved in my community as a teacher, community member, board trustee (clerk), and parent. I have advocated for students, teachers, parents and the community for over 20 years. I am actively involved in community and civic groups and listen to concerns from across our city. I participate in decision making and the implementation of programs within my community. I have actively voiced concerns on behalf of students, and community members to both the local high school and elementary governing boards. As a newly elected board member, I look forward to developing my involvement with CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards is the safe, consistent reopening of schools and meeting the emotional and educational needs of students and staff when that happens. In addition, post Covid it will be important to ensure the active recruitment of personnel to meet the needs of students. It is important that governing boards ensure that all stakeholders are supported, as well as making sure that schools are places where each individual feels safe, valued, and welcome.

# Delegate Assembly Biographical Sketch Form for 2021 Election



**Deadline: Thursday, January 7, 2021 | No late submissions accepted**

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Leslie Ray Bunker Date: 12-15-20

Name: Leslie Ray Bunker CSBA Region & subregion #: 17

District or COE: Chula Vista Elementary School District Years on board: 6

Profession: Teacher (Retired) Contact Number ( Cell  Home  Bus.): 619 426-9600 ext. 1500

Primary E-mail: leslie.bunker@cvesd.org

Are you an incumbent Delegate?  Yes  No If yes, year you became Delegate: 2016

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in continuing as a delegate because I want to do all I can to improve education in my district and for the students of California by working with CSBA and state legislators. By working together, we can protect local control, improve funding and thus provide the best education for all students. I work well with others, listen to all perspectives, and always keep students at the center of my decision making. I have gone with our PACER to speak with local legislators, participated in Legislative Action Days, served on the AEC 2019 planning committee. I am prepared to work for all of our students.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am an active member of our board. I was President in 2018 and have been working on the Policy Review Committee for two years. I attend many district meetings and school events. I am involved in my church and it's mission work. I volunteer at the San Diego Zoo. I participate in Las Primeras (a local women's philanthropic organization). I was on the CSBA Region 17 nominatind committee this year.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Funding is a challenge especially this year. The unexpected costs associated with closing a re-opening schools, higher costs for STRS/PERS and unfunded mandates all contribute to the financial difficulties we face now and in the near future. CSBA can help by organizing and fighting for state funded resources such as paying a portion of STRS/PERS and providing free wi-fi for students. Writing legislation that will protect us from law suits created by the COVID 19 situation would also be very helpful.

12.3  
Page 7 of 13

# Delegate Assembly Biographical Sketch Form for 2021 Election



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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Katrina Young

Date: December 16, 2020

Name: Katrina Young

CSBA Region & subregion #: 17

District or COE: San Dieguito Union High School District

Years on board: Elected 2020

Profession: Homemaker Contact Number  Cell  Home  Bus.): 760-672-9821

Primary E-mail: katrina.young@sduhsd.net

Are you an incumbent Delegate?  Yes  No If yes, year you became Delegate: \_\_\_\_\_

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

Especially as a new Board Member assuming my role in one of the most unusual times of current education, I appreciate the ability to have a direct link to governance structure, working with other local districts, county offices and executive committees to gain valuable insight and solutions. This information will not only be vital for me to assume my responsibilities as swiftly and efficiently as possible, it will also allow me to educate my district on best practices to support our students and educators, which is the underlying duty of all Trustees.

I have over 15 years school leadership and volunteer service, including PTA President, Executive VP, VP Volunteers, and VP Programs of my elementary school district. Within my current district, I volunteered in the Foundation Office (serving as the Volunteer Coordinator for two years), as well as sat on my local high school's Board of Directors and Grant Committee. In 2015, I was selected to serve on a district wide Boundary Task Force. As a result, I have a long, demonstrated history of working collaboratively with others and promoting transparency and communication with my community. A consensus leader at heart, I find that in any discussion, there are central issues all members can agree upon. Using those as a foundation, I believe in respecting all voices while working towards shared goals. I look forward to using those skills as a newly elected Trustee, as well as developing them further as a Delegate for CSBA.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

In addition to my leadership and volunteer experience listed above, I also have over 20 years' experience advocating for children's health. As a member of the Cystic Fibrosis Foundation National Healthcare Advocacy team, I have held over 70 meetings with members of Congress and was invited to attend the 2016 Precision Medicine initiative Summit by invitation of the White House. Currently, I serve as the Board Chairman of the San Diego Chapter of the CF Foundation. Within my role as a volunteer, I have worked on a wide range of events locally, as well as on a national stage. I currently serve on two national committees and was selected to co-chair the National Volunteer Leadership Conference from 2013-2015. I was a member of the Surf Cities National Charity League for 8 years with my daughters. I served on the board for four years, as well as the Philanthropy Liaison for every local charities. Last year, I was sworn in as a Court Appointed Special Advocate (CASA). My training and experience has further honed my skills as an objective observer and respectful listener. Similar to my duties as a Board Member and hopeful responsibilities as a Delegate, I am charged with always focusing on the best interests of the children in my charge and working with all parties to ensure their safety and ultimate success.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

Without a doubt, one of the biggest challenges our schools face is the pandemic and the delicate balance of reopening schools with preserving health and safety. As an incoming Board Member, I have struggled to find universal definitions of key terms that dictate adherence to local and statewide guidances. I would like to work with other CSBA delegates to ensure that all schools have adequate access to information. Especially knowing the scope of our responsibilities, even without COVID restrictions, communication is critical to any organization's success. With a degree in English and a background of focusing on communication, I look forward to learning new strategies, as well as hopefully helping others implement their own.

## **Katrina Young - San Dieguito Union High School Trustee**

Term: 12/20 - 12/24

[katrina.young@sduhsd.net](mailto:katrina.young@sduhsd.net)

### **School Leadership Experience:**

#### **San Dieguito Union High School District**

- **San Dieguito Union High School District:** Boundary Task Force Committee Member
- **Oak Crest Middle School Foundation:** Communication Consultant
- **La Costa Canyon High School:** Board of Directors, VP of Business Development and Grants, Foundation Office Volunteer Coordinator, Foundation Grant Committee, Speech and Debate Team Volunteer and Judge

#### **Encinitas Union School District, El Camino Creek Elementary School**

- **PTA Leadership:** President, Executive Vice President, VP of Volunteers, VP of Programs.
- **PTA Program Chairs:** Everyone-A-Reader, Earth Day, Read Across America Day
- **PTA School Committees:** Red Ribbon Week, Teacher Appreciation Week, Reading Challenge, Talent Show, Art Show, Green Team.
- **Accomplishments:** Championed and helped launch School Garden, Robotics Club, Green Team, Student Art Show, National Read Across America Day, Let's Move Initiative

#### **San Dieguito United Methodist Pre-School**

- Classroom Helper

### **Volunteer Experience:**

- **Community:** Court Appointed Special Advocate for Foster Children (Current), Girl Scout Leader
- **Sports:** LCYO Champions League Volunteer, AYSO Team Mom, LCYO Team Mom
- **Cystic Fibrosis Foundation:** Board Chair of San Diego Chapter (Current), National Co-Chair Volunteer Leadership, Conference, National Volunteer Engagement Committee (Current), National Volunteer Leadership Committee (Current), National Advocacy Team Leader (Current), San Diego Congressional Captain, San Diego (Current), Volunteer Leadership Leader (Current), San Diego Great Strides Chair, Leader of Largest Great Strides Team in San Diego (Current), Top Ten Largest National Team
- **National Charity League:** Mother-Daughter Award, Board of Directors, VP of Philanthropy, Recording Secretary, Cystic Fibrosis Foundation Philanthropy Liaison, LCYO Champions Philanthropy Liaison, 3Strands Philanthropy Liaison, Community Resource Center Philanthropy Liaison, La Posada de Guadalupe Philanthropy Liaison, Sustainer Liaison (Current)

### **Community Awards and Distinctions:**

- **Cystic Fibrosis Foundation:** "Women Who Take Our Breath Away" Award, 65 Roses Award, Gala Honoree, Ladies Luncheon Honoree, "Top Team" Distinction
- **El Camino Creek Elementary School:** Golden Apple Parent Excellence Award
- **National Charity League:** Mother-Daughter Award, Over 1,500 NCL Community Service Hours Served, Earned Domestic Violence Training Certificate
- **County Proclamation:** "Sean Young and Family Day"
- **Advocacy:** Over 70 Congressional Meetings, Invited by White House to attend President Obama's 2016 Precision Medicine Initiative Summit and Healthcare Roundtable.

# Delegate Assembly Biographical Sketch Form for 2021 Election



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**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

Signature: Kate Bishop Date: 1/7/2021

Name: \_\_\_\_\_ CSBA Region & subregion #: \_\_\_\_\_

District or COE: \_\_\_\_\_ Years on board: \_\_\_\_\_

Profession: \_\_\_\_\_ Contact Number ( Cell  Home  Bus.): \_\_\_\_\_

Primary E-mail: \_\_\_\_\_

Are you an incumbent Delegate?  Yes  No If yes, year you became Delegate: \_\_\_\_\_

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

# Delegate Assembly Biographical Sketch Form for 2021 Election



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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: *Dawn Perfect* Date: January 5, 2021

Name: DAWN PERFECT CSBA Region & subregion #: 17  
District or COE: RAMONA UNIFIED Years on board: 12  
Profession: Executive Director Contact Number ( Cell  Home  Bus.): 760.788.1983  
Primary E-mail: dawnperfect@att.net

Are you an incumbent Delegate?  Yes  No If yes, year you became Delegate: 2012

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

We need a team of leaders gathering information and communicating the needs of our 42 San Diego school districts to the statewide organization. I have the necessary skills and will work hard to serve and represent the districts of Region 17 at the Delegate Assembly. Outreach to individual board members is key.

I have 11 years experience as a delegate and have participated in many working groups establishing CSBA's policy platform. Additionally, I have been elected twice to serve on the CSBA Nominating Committee, as well as on their Policy Platform Committee. I have proudly served locally as the SDCSBA Treasurer since 2016.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

Masters in Governance  
San Diego County Superintendent's Achievement Gap Task Force  
Governor's Budget Workshop presented by School Services of California - attendee 10 years  
Grossmont/Cuyamaca College District Educational Master Plan participant  
District Budget Steering Committee, 7-11 Facilities Committee, School Site Council, PTSA & Booster Clubs, ROP Community Advisory Council, CIF Coordinating Council  
District Board President - 5 years  
Community Planning Group specializing in infrastructure (roads, highways, trails, parks, civic planning)

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

The biggest challenges facing governing boards is navigating the uncharted territory of COVID-19. The issues are complicated and include adapting to new COVID-19 protocols, establishing best practices regarding facilities, staffing adjustments & reassignments, class size in a blended attendance environment, curriculum changes, and many other concerns, all while keeping students and staff healthy.

CSBA could be helpful by providing brief highlights of specific practices that are successful in particular school districts to use as examples of how things might be done. No need for individual districts to reinvent the wheel. Communication is key; use of social media short videos & synchronous virtual meetings where board members can brainstorm would be helpful.

## DAWN PERFECT

937 Bricklane Road, Ramona, California 92065

[dawnperfect@att.net](mailto:dawnperfect@att.net) 760.788.1983

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Dawn Perfect and her husband, Scott, are lifetime residents of San Diego County. They have four children; the family has been in Ramona for five generations. She has respect for the town's character, and optimism for the future.

Dawn was first elected to the Ramona Unified Governing Board in 2008, and again in 2012 and 2016. She has served as Board President 4 years and Vice President 3 years, and is a regional delegate to the California School Boards Association. Her service to youth also includes many years on the boards of a variety of youth sports organizations, Boy Scouts of America, and the Ramona Skate Park Champions.

Since 1999, Dawn has been in the service of the Ramona Community Planning Group, first with specific interests in transportation and infrastructure, followed by town center zoning and planning, and parks. Successful in grant writing, Dawn has brought tax payer dollars back into the community to fund valuable town improvements.

An active volunteer in a variety of organizations, Dawn puts an emphasis on education, both in the classroom and in the community. Through service with an assortment of non-profit groups, Dawn has forged a bond between classroom education and community opportunities available to students.

Employment: Ramona Parks and Recreation – Executive Director

Community Activities & Recognitions:

San Diego County School Board Member of the Year 2018

California School Boards Association Delegate: 2012 - present

San Diego Region 17, California School Boards Association Treasurer: 2016-2020

Revitalization Infrastructure Chairperson, reporting to County Supervisor Dianne Jacob

Ramona Chamber of Commerce Citizen of the Year Nominee 2013

Ramona Intergenerational Campus – Chairperson

Community Planning Group - Transportation & Trails, Parks, Town Center Development

Grossmont/Cuyamaca College District – Educational Master Plan Advisory Group

CIF Coordinating Council

Palomar Health Community Action Council – Member

Boy Scouts of America – Award of Merit, Distinguished Commissioner, Council Silver Beaver

Education: San Diego State University, Palomar College; AA General Studies, AA Liberal Arts & Sciences, California School Boards Association, Masters in Governance certification

# Delegate Assembly Biographical Sketch Form for 2021 Election



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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Andrew Hayes Date: 1/7/2021

Name: Andrew Hayes CSBA Region & subregion #: 17  
District or COE: Lakeside Union School District Years on board: 3  
Profession: Dep. District Director - CA Senate Contact Number ( Cell  Home  Bus.): 619-922-7208  
Primary E-mail: athayes32@gmail.com  
Are you an incumbent Delegate?  Yes  No If yes, year you became Delegate: 2019

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

My interest in continuing my service as a delegate is simple: I believe in public education. As a person who received a well-rounded public education, I understand its value. My experience working for two state legislators has provided me with a deep understanding of the critical role our legislators have in shaping the future of our students. Working for the legislature has allowed me to truly understand our state government, its processes and the impact it has on local school districts funding and programs. Additionally, working for the legislature has permitted me to build important relationships with leaders across our region and learn about the diverse set of challenges we face.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I'm a lifelong Lakeside resident and a former student of the district I'm now serving. My involvement in Lakeside is diverse. I'm a founding member of the Lakeside Kiwanis Club and I'm proud member of the Santee-Lakeside Rotary Club and the Lakeside Historical Society. I'm a staunch advocate for our local business community because of all they do for our district. In fact, in 2019, I was named the Lakeside Chamber of Commerce Legislator of the Year. I'm passionate about civic learning and I judge in the annual "We the People" constitution competition. Ultimately, I want to take my knowledge of the legislature, the lessons I've learned on my board and continue to advocate for our students.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe we face interrelated challenges. Re-opening schools safely is on the forefront of all of our minds and it should be. Our students need to be in the environment where they can achieve their highest potential. The pandemic has vividly reminded us that each student and their family has unique needs that we are responsible for supporting. Yet, the difficulties we faced prior to the pandemic are not gone. Pension contributions will still rise, our facilities need repairs, and the achievement gap is widening. Though CSBA may not be able to eliminate all of the challenges we face, we can continue to be innovative and build broad coalitions to support school districts in safely re-opening schools while continuing to plan for the future through constant legislative and grassroots advocacy.

# Delegate Assembly Biographical Sketch Form for 2021 Election



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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ CSBA Region & subregion #: \_\_\_\_\_

District or COE: \_\_\_\_\_ Years on board: \_\_\_\_\_

Profession: \_\_\_\_\_ Contact Number ( Cell  Home  Bus.): \_\_\_\_\_

Primary E-mail: \_\_\_\_\_

Are you an incumbent Delegate?  Yes  No If yes, year you became Delegate: \_\_\_\_\_

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

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

**AGENDA ITEM:** RESOLUTION NO. 20/21-0025 TO IDENTIFY THE AMOUNT OF BUDGET REDUCTIONS NEEDED IN 2021-22 (REVISED)

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**BACKGROUND INFORMATION:**

On December 14, 2020, the Governing Board approved Resolution No. 20/21-0017 Budget Spending Reduction Plan for fiscal year 2021-22 based on then county and state budget assumptions. At that time, it was anticipated that for fiscal year 2021-22, the total budget reduction needed would be \$4.7 million to \$5.2 million.

As new budgetary information is received, the Chief Business Official analyzes the fiscal impact it will have on our District. A Revised Budget Reduction Plan that reflects the most up to date county and state budget assumptions is being submitted for approval.

The revised budget plan reflects that for fiscal year 2021-22 that if the District's fiscal condition does not improve, the district will implement at least \$1,000,000 - \$2,000,000 in expenditure reductions in 2021-22.

**RECOMMENDATION:**

Approve Resolution No. 20/21-0025 to identify the revised amount of budget reductions from \$4.7 million - \$5.2 million to \$1 million - \$2 million. The revised estimated 2021-22 budget reductions are based on current county and state budget assumptions as required by the San Diego County Office of Education and in accordance with California Education Code.

---

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

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

N/A  
(Amount)

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

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No



## 2021-22 Estimated Revised Budget Reduction Plan

### Governor's Proposed State Budget (Jan 2021)

			One Time or On Going Savings	Estimated Savings
1	<b>Spending Freeze on Unrestricted General Fund</b>		One Time	\$200K
2	<b>Eligible Unrestricted General Fund Shifts to Restricted Funds</b>		On Going	\$75K
3	<b>Apply staffing ratios, Reduce staffing due to declining enrollment &amp; Reduce unfunded programs/positions</b> <ul style="list-style-type: none"> <li>•Various Layoff Resolutions</li> <li>•Vacancies by Natural Attrition/Hiring Freeze</li> <li>•Adjust Staffing due to Declining Enrollment</li> <li>•Assess Viability of Unfunded Programs/Positions</li> <li>•Annual Temporary Layoff Resolution/s</li> </ul>	See Budget Development Timeline	On Going	Approx \$1M
4	<b>To Be Determined</b> <ul style="list-style-type: none"> <li>•Additional Reductions</li> <li>•New One-Time Federal Stimulus Funds - Temporary Shift in Funds</li> </ul>		One Time	\$1M
<b>Total 2021-22 Estimated Revised Reduction</b>		12.4		<b>\$1M - \$2M</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

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

Informational  
 Action

**AGENDA ITEM:** FIRST READING AND ADOPTION OF REVISED BOARD POLICY 3100 – BUDGET

---

**BACKGROUND INFORMATION:**

The District has a current agreement with California School Boards Association (CSBA) for the maintenance of its Board Policy Manual. CSBA is in the process of converting our board policies to GAMUT Policy Plus and is recommending reviewing, revising, adding and/or deleting policies in order to make them uniform across all of the school districts they oversee.

Board Policy 3110 – Budget, has been reviewed and updated to include current and pertinent information.

**RECOMMENDATION:**

Approve the first reading and adoption of revised Board Policy 3100 - Budget in the Business and Non Instructional Services section. Additional language has been added to Board Policy 3100: To ensure economic solvency, adequate funds for education purposes and cash flow, the Board authorizes increasing the reserves for economic uncertainties in the unrestricted general fund from the minimum required 3% up to 7% in any given fiscal year when financially feasible in order to cover one month of district operating expenses.

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

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Are funds for this item available in the 2020-2021 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

**Policy 3100: Budget**

**Status:** ADOPTED

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

The Board of Education recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

**Budget Development and Adoption Process**

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

Education Code 42103 and 42127 require the district to hold a public hearing prior to adoption of the budget. A public hearing on the district's local control and accountability plan (LCAP) must occur at the same meeting as the public hearing on the proposed budget. See the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan for requirements pertaining to the public hearing.

Pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), districts are required, by July 1, 2019, to develop a local control funding formula (LCFF) budget overview for parents/guardians with specified information, based on a template created by the Superintendent of Public Instruction (SPI). The budget overview must be developed in conjunction with, and attached as a cover to, the LCAP and annual update to the LCAP. The adoption, review, approval, and posting of the budget overview are subject to the same requirements as for the LCAP, including the requirement for a public hearing.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the Local Control Funding Formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)

The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is presented at the public hearing as well as the budget formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

**Budget Advisory Committee**

The Superintendent or designee may appoint a budget advisory committee composed of staff, Board

representatives, and/or members of the community.

The committee shall submit recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board.

### **Budget Criteria and Standards**

The district budget shall be developed in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, LCFF revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. In addition, the Superintendent or designee shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increased or improved services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

### **Fund Balance**

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

To protect the district against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the board may make progress toward a minimum unassigned fund balance which includes a reserve for economic uncertainties equal to at least two months of general fund operating expenditures, or 17 percent of general fund expenditures and other financing uses. **To ensure economic solvency, adequate funds for education purposes and cash flow, the Board authorizes increasing the reserves for economic uncertainties in the unrestricted general fund from the minimum required 3% up to 7% in any given fiscal year when financially feasible in order to cover one month of district operating expenses.**

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

### **Reserve Balance**

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year following the fiscal year in which the district is notified by the SPI that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds, unless the requirement is waived in accordance with Education Code 42127.01. (Education Code 42127.01)

### **Long-Term Financial Obligations**

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to,

long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

### **Budget Amendments**

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

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 15060	<a href="#">Standardized account code structure</a>
5 CCR 15440-15451	<a href="#">Criteria and standards for school district budgets</a>
5 CCR 15494-15497	<a href="#">Local control and accountability plan and spending requirements</a>
Ed. Code 1240	<a href="#">County superintendent of schools, duties</a>
Ed. Code 33127-33131	<a href="#">Standards and criteria for local budgets and expenditures</a>
Ed. Code 41202	<a href="#">Determination of minimum level of education funding</a>
Ed. Code 42103	<a href="#">Publication of proposed budget; hearing</a>
Ed. Code 42122-42129	<a href="#">Budget requirements</a>
Ed. Code 42130-42134	<a href="#">Financial reports and certifications</a>
Ed. Code 42140-42142	<a href="#">Public disclosure of fiscal obligations</a>
Ed. Code 42238-42251	<a href="#">Apportionments to districts</a>
Ed. Code 42238.01-42238.07	<a href="#">Local control funding formula</a>
Ed. Code 42602	<a href="#">Use of unbudgeted funds</a>
Ed. Code 42610	<a href="#">Appropriation of excess funds and limitation thereon</a>
Ed. Code 45253	<a href="#">Annual budget of personnel commission</a>
Ed. Code 45254	<a href="#">First year budget of personnel commission</a>
Ed. Code 52060-52077	<a href="#">Local control and accountability plan</a>
Gov. Code 21710-21716	<a href="#">California Employer's Pension Prefunding Trust Program</a>
Gov. Code 7900-7914	<a href="#">Appropriations limit</a>

**Management Resources References**

	<b>Description</b>
California Department of Education Publication	<a href="#">New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011</a>
California Department of Education Publication	<a href="#">California School Accounting Manual</a>
Fiscal Crisis & Management Assistance Team Pub.	<a href="#">Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, December 2015</a>
Government Finance Officers Association	<a href="#">Best Practice: Fund Balance Guidelines for the General Fund, September 2015</a>
Governmental Accounting Standards Board Statement	<a href="#">Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015</a>
Governmental Accounting Standards Board Statement	<a href="#">Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009</a>
Website	<a href="#">California Department of Finance</a>
Website	<a href="#">Governmental Accounting Standards Board</a>
Website	<a href="#">California Department of Education, Finance and Grants</a>
Website	<a href="#">Government Finance Officers Association</a>
Website	<a href="#">Association of California School Administrators</a>
Website	<a href="#">Fiscal Crisis and Management Assistance Team</a>
Website	<a href="#">School Services of California, Inc.</a>
Website	<a href="#">CSBA</a>

**Cross References**

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**Description**

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[Goals For The School District](#)  
[Comprehensive Plans](#)  
[Equity](#)  
[District Technology Plan](#)  
[District Technology Plan](#)  
[Local Control And Accountability Plan](#)  
[Local Control And Accountability Plan](#)  
[Citizen Advisory Committees](#)  
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[Joint Use Agreements](#)  
[Access To District Records](#)  
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[Relations Between Other Governmental Agencies And The Schools](#)  
[Administrative Discretion Regarding Board Policy](#)  
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[Fees And Charges](#)  
[Fees And Charges](#)  
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[Sale And Disposal Of Books, Equipment And Supplies](#)  
[Sale Or Lease Of District-Owned Real Property](#)  
[Sale Or Lease Of District-Owned Real Property](#)  
[Expenditures And Purchases](#)  
[Contracts](#)  
[Travel Expenses](#)  
[Travel Expenses](#)  
[Management Of District Assets/Accounts](#)  
[Management Of District Assets/Accounts](#)  
[Financial Reports And Accountability](#)  
[Financial Reports And Accountability](#)  
[Debt Issuance And Management](#)  
[Green School Operations](#)  
[Energy And Water Management](#)

3511	<a href="#">Energy And Water Management</a>
3540	<a href="#">Transportation</a>
3540	<a href="#">Transportation</a>
3551	<a href="#">Food Service Operations/Cafeteria Fund</a>
3551	<a href="#">Food Service Operations/Cafeteria Fund</a>
3553	<a href="#">Free And Reduced Price Meals</a>
3553	<a href="#">Free And Reduced Price Meals</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
4131	<a href="#">Staff Development</a>
4141	<a href="#">Collective Bargaining Agreement</a>
4143	<a href="#">Negotiations/Consultation</a>
4151	<a href="#">Employee Compensation</a>
4154	<a href="#">Health And Welfare Benefits</a>
4154	<a href="#">Health And Welfare Benefits</a>
4156.2	<a href="#">Awards And Recognition</a>
4231	<a href="#">Staff Development</a>
4241	<a href="#">Collective Bargaining Agreement</a>
4243	<a href="#">Negotiations/Consultation</a>
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4351	<a href="#">Employee Compensation</a>
4354	<a href="#">Health And Welfare Benefits</a>
4356.2	<a href="#">Awards And Recognition</a>
6000	<a href="#">Concepts And Roles</a>
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6020	<a href="#">Parent Involvement</a>
6141	<a href="#">Curriculum Development And Evaluation</a>
6141	<a href="#">Curriculum Development And Evaluation</a>
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6173.1	<a href="#">Education For Foster Youth</a>
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# **CURRICULUM & INSTRUCTION**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Pupil Services Department  Informational  
Dr. David Farkas, Assistant Superintendent  Action

**AGENDA ITEM:** COMPREHENSIVE SCHOOL SITE SAFETY PLANS

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**BACKGROUND INFORMATION:**

Education Code Sections 32280-32289 establishes that each school district is responsible for the overall development of all comprehensive school safety plans for its schools operating kindergarten or any of grades 1 to 12. A safety plan has also been submitted for the Child Development Center (CDC). Each school including the CDC, shall review, update, and adopt its comprehensive school safety plan by March 1<sup>st</sup> of each school year.

In order to ensure compliance with the article, each school, including the CDC shall forward its comprehensive school safety plan to the District for approval.

Comprehensive School Safety Plans – Under Separate Cover

**RECOMMENDATION:**

Approve the Comprehensive School Site Safety Plans for all schools for the 2020-21 school year.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 2: Safety, climate, and student engagement - Action 2.3: Review and revise safety plans for district and site needs.

---

**Renewal**     **New**     **Amendment**     **Ratify**     **Other**

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

Yes     No

Yes     No

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Smythe Elementary  
Russell Little, Principal

Informational  
 Action

**AGENDA ITEM:** PURCHASE OF FRECKLE MATH STUDENT SUBSCRIPTION FROM  
RENAISSANCE LEARNING, INC. FOR SMYTHE ELEMENTARY

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**BACKGROUND INFORMATION:**

The Principal at Smythe Elementary School is requesting approval to purchase the Freckle Math Student subscription from Renaissance Learning, Inc.

Freckle Math program provides teachers with the best differentiation platform, so they can teach all their students at the level that is best for them. It offers 50,000 math questions covering K-9 standards. Students start off with a diagnostic, and after that they work with problems at their own skill level.

In addition, students build math fact fluency by testing their ability to recall the basic facts in all four operations, accurately and quickly.

**RECOMMENDATION:**

Approve/Ratify the purchase of the Freckle Math Student subscription from Renaissance Learning, Inc. for Smythe Elementary at the total cost of \$5,940.00 from the Title I fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement ~ Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

**\$5,940.00**  
(Amount)

**Title I Fund**  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

# RENAISSANCE

# Invoice

2911 PEACH STREET, WISCONSIN RAPIDS, Wisconsin 54494-1905  
Phone (800) 338-4204 | Fax (800)788-1272  
Tax I.D. #39-1559474

Invoice Number: INV5192493  
Invoice Date: 12/03/2020  
Bill To Number: 270713

**Bill To**

SAN YSIDRO ELEMENTARY SCHOOL DIST  
4350 OTAY MESA RD  
SAN YSIDRO CA 92173-1617  
United States

Terms	PO #
Net 30	RUSSELL LITTLE

Grand Totals from Subsequent Pages

Total Gross	Discount	Tax	Total Net	Payment Applied	Total Amount Due
10,125.00	4,185.00	0.00	5,940.00	\$0.00	USD \$5,940.00

Please include **invoice number** with your payment.

**Send Payment to**

**By Check:**

Renaissance  
PO Box 64910  
St. Paul, MN 55164-0910

**By Wire:**

Bank: Wells Fargo Bank, N.A.  
420 Montgomery St.  
San Francisco, CA 94104  
ABA/Routing: 121000248  
SWIFT Code: WFBIUS6S  
Account Name: Renaissance Learning, Inc.  
Account #: 4945088771

# RENAISSANCE

# Invoice

2911 PEACH STREET, WISCONSIN RAPIDS, Wisconsin 54494-1905  
Phone (800) 338-4204 | Fax (800)788-1272  
Tax I.D. #39-1559474

Invoice Number: INV5192493-270700  
Invoice Date: 12/03/2020  
Bill To Number: 270713  
End User Number: 270700

**Bill To**

SAN YSIDRO ELEMENTARY SCHOOL DIST  
4350 OTAY MESA RD  
SAN YSIDRO CA 92173-1617  
United States

**Ship To**

SMYTHE ELEMENTARY SCHOOL  
1880 SMYTHE AVE  
SAN YSIDRO CA 92173-1518  
United States

Terms	PO #
Net 30	RUSSELL LITTLE

Qty Ord	Item Num	Item Description	Tax (Y/N)	Unit Price	Discount	Ext. Price
540	FRMATHSUB	Freckle Math Student Subscription	N	15.00	2,160.00	5,940.00
540	FRMATHSUB	Freckle Math Student Subscription	N	3.75	2,025.00	0.00

All purchases may be returned or exchanged at no charge within 30 days of the invoice date less any applicable charges.

Total Gross	Discount	Tax	Total Net	Total Amount Due
10,125.00	4,185.00	0.00	5,940.00	USD \$5,940.00

Please include **invoice number** with your payment.

**Send Payment to****By Check:**

Renaissance  
PO Box 64910  
St. Paul, MN 55164-0910

**By Wire:**

Bank: Wells Fargo Bank, N.A.  
420 Montgomery St.  
San Francisco, CA 94104  
ABA/Routing: 121000248  
SWIFT Code: WFBUS6S  
Account Name: Renaissance Learning, Inc.  
Account #: 4945088771

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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Educational Services  Informational  
Cynthia Gonzalez, Executive Director  Action

**AGENDA ITEM:** REVISED TITLE I, PART A PARENT AND FAMILY ENGAGEMENT POLICY FOR SAN YSIDRO MIDDLE SCHOOL THE 2020-2021 SCHOOL YEAR

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**BACKGROUND INFORMATION:**

Title I, Part A, of the Elementary and Secondary Education Act (ESEA), as reauthorized by the Every Student Succeeds Act (ESSA), requires that local educational agencies (LEAs), conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children (ESSA Section 1116[a][1]).

LEAs and Schools receiving Title I, Part A funds are required to do the following:

1. The LEA must develop a Parent and Family Engagement Policy as outlined in ESSA Section 1116(a).
2. The LEA must reserve funds to assist schools with Parent and Family Engagement requirements as outlined in ESSA Section 1116(a).
3. The School(s) must develop a Parent and Family Engagement Policy as outlined in ESSA Section 1116(b).
4. The School(s) must adhere to the Parent Involvement Requirements as outlined in ESSA Section 1116(c).
5. The School(s) must develop a shared responsibility for a School-Parent Compact as outlined in ESSA Section 1116(d).
6. The LEA and School(s) must build capacity for involvement as outlined in ESSA Section 1116(e).
7. The LEA and School(s) must provide accessibility to Parents and Family member opportunities to participate as outlined in ESSA Section 1116(f).

This policy was originally Board approved on December 14, 2020 to be in compliance with State guidelines. The School Parent and Family Engagement Policy for San Ysidro Middle School has been reviewed and approved by the School Site Councils, as required.

**RECOMMENDATION:**

Approve the revised Title I, Part A Parent and Family Engagement Policy for the 2020-2021 school year for San Ysidro Middle School.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal #3: Parent Engagement ~ Parent participation in the educational process will increase annually.

---

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No



**Title I –School-Level Parent and Family Engagement Policy**  
**San Ysidro Middle School**  
**2020-2021**

**1.0 Introduction**

With approval from the local governing board, San Ysidro Middle with has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4]) The school involves parents of Title 1 students in an organized, ongoing, and timely way in the planning and reviewing of Parent and Family Engagement Policy through presentation in monthly parent-principal meeting and gaining feedback from parents to revise the policy, as needed. In order to gather adequate representation of parents and family members of children receiving Title I, the policy is presented to ELAC and School Site Council, and approved by the latter. After the San Ysidro School District Board approves the policy, the school distributes the policy by sending it home to parents and family members participating in the Title 1 program.

**1.1 Involvement of Parents in the Title I Program**

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1]) To involve parents and family members in the Title I program at San Ysidro Middle School, the following practices have been established:

- a) San Ysidro Middle School convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school’s participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])  
 The school announces to all parents the Title 1 Meeting date and time in the evening to allow parents to make plans to attend, in a timely manner. During school closures, the school continues to hold the annual Title 1 meeting via Zoom to provide parents updates on how to continue their involvement in school decision-making and information regarding distance learning procedures.



- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2]) San Ysidro Middle school provides opportunities, as practicable, for parents to assist meetings.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]) San Ysidro Middle School parents and families have the opportunity to provide feedback in reviewing the Parent and Family Engagement Policy through presentations in monthly parent-principal meeting and parent advisory meetings.
- d) The school provides parents of participating children with the following:
  - 1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A]) Title 1 School Designation, English Language Advisory Committee (ELAC), School Site Council Title 1 oversight and District Advisory Council.
  - 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B]) Parent-Principal Meetings, Parent Institute (PIQE) and Parent Advisory Meetings
  - 3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C]) All meetings have a designated Open Forum time for parents' questions, comments or concerns. Parents and families are encouraged to participate in the Parent Advisory Meetings (ELAC, SSC, and DPAC)
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5]) The school provides the Educational Services Department with feedback given by parents and families that may have concerns or questions about the policy.



## 1.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

To help reach these goals, the school has established the following practices, monthly parent meetings, School Site council meetings, ELAC meetings, New Student/Family Orientation meeting and Parent Institute (PIQE).

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

This information is shared with parents during Parent-Principal Meetings, Parent Workshops and Parent-Teacher Conferences in a format and language that parents can understand.

- c) San Ysidro Middle School educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

This information is shared with staff members at monthly staff meetings and regular grade level meeting.

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

Parents are encouraged to attend workshops and take advantage of the resources of the San Ysidro School District Parent Center.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

All communication sent home to families in both in English and in Spanish, since most of our families consider Spanish their language of preference.



- f) San Ysidro Middle School provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])  
Parents are encouraged to actively participate in volunteering in the classroom and other school activities.

### **1.3 Accessibility**

San Ysidro Middle School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])  
This is done by providing all parents an open discussion forum for questions, comments or concerns in: monthly parent-principal meetings, School Site Council meetings and English Advisory Committee (ELAC) meetings.

### **1.4 School-Parent Compact**

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])  
San Ysidro Middle will provide California state standards instruction to all students using state-adopted curriculum and the District's Gradual Release of Responsibility Instructional Design. The school will communicate with families about the state's academic standards and the school's standing regarding academic testing.



- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in middle schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
  2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
  3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
  4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

San Ysidro Middle School's Title I, Part A School Parent and Family Engagement Policy was developed jointly and agreed on with parents and family members of children participating in Title I, Part A programs on November 16, 2020. The School will distribute the policy to all parents and family members of participating Title I, Part A students annually on or before January 31, 2021.

**Name and Title of Authorized Official**

*Maria Rodriguez*  
 Maria Rodriguez, San Ysidro Middle School Principal 2/7/2021

0FC8C8EF098B49C...

**Signature and Date of Authorized Official**

*Maria Rodriguez* 2/7/2021

2778B1FA24BD4C7...



## Título I - Póliza Escolar del Nivel de Participación de Padres y Familias Escuela San Ysidro Middle School 2020-2021

### 1.0 Introducción

Con la aprobación de la mesa directiva local, San Ysidro Middle elaboró y distribuyó a los padres y miembros de la familia de los niños participantes la políza escrita de participación de los padres y la familia, acordada por dichos padres y actualizada periódicamente para satisfacer las necesidades cambiantes de los padres y la escuela. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

La escuela involucra a los padres de los estudiantes del Título 1 de manera organizada, continua y oportuna en la planificación y revisión de la Políza escolar del nivel de participación de los padres y familias mediante la presentación en una reunión mensual de padres con el director y obteniendo comentarios de los padres para revisar la políza, según sea necesario. Con el fin de reunir una representación adecuada de los padres y miembros de la familia de los niños que reciben Título I, la políza se presentó al ELAC y al Concilio escolar, y este último la aprueba. Después de que la Junta del Distrito Escolar de San Ysidro aprueba la políza, la escuela distribuye la políza enviándola a casa a los padres y familiares que participan en el programa Título 1.

### 1.1 Participación de los padres en el programa Título I

La políza describe los medios para cumplir con los requisitos de participación de los padres y la familia del Título I. (20 U.S.C. § 6318 [b] [1])

Para involucrar a los padres y miembros de la familia en el programa de Título I en la Escuela San Ysidro Middle, se han establecido las siguientes prácticas:

- a) La Escuela San Ysidro Middle convoca una reunión anual, en un momento conveniente, a la que se invitará y alentará a todos los padres de los niños participantes a asistir, para informar a los padres y miembros de la familia de la participación de su escuela en el programa Título I y explicar los requisitos y el derecho de los padres a participar. (20 U.S.C. § 6318 [c] [1]) La escuela anuncia a todos los padres la fecha y hora de la reunión de Título 1 que se lleva a cabo por la tarde para permitir que los padres hagan planes para asistir, de manera oportuna. Durante el cierre de las escuelas, la escuela San Ysidro Middle continúa llevando a cabo la



- b) reunión anual del Título 1 a través de Zoom para proporcionar a los padres actualizaciones sobre cómo continuar su participación en la toma de decisiones de la escuela e información sobre los procedimientos de aprendizaje a distancia.
- c) La escuela ofrece un número flexible de reuniones, como reuniones por la mañana o por la noche, y puede proporcionar, con fondos del Título I, transporte, cuidado de niños o visitas domiciliarias, según se relacionen dichos servicios con la participación de los padres. (20 U.S.C. § 6318 [c] [2]) La escuela San Ysidro Middle ofrece oportunidades, como es posible, para que los padres ayuden en las reuniones.
- d) La escuela involucra a los padres de manera organizada, continua y oportuna, en la planificación, revisión y mejora del programa de Título I de la escuela, incluida la planificación, revisión y mejora de la Políza escolar del nivel de participación de padres y familias y el desarrollo del Plan del programa escolar. (20 U.S.C. § 6318 [c] [3]) Los padres y las familias de la escuela San Ysidro Middle tienen la oportunidad de proporcionar comentarios al revisar la Políza a través de presentaciones en reuniones mensuales de padres con el director y reuniones de asesoramiento para padres.
- e) La escuela proporciona a los padres de los niños participantes lo siguiente:
  - 1. Información oportuna sobre el programa Título I. (20 U.S.C. § 6318 [c] [4] [A]) Designación de escuela de Título 1, Comité Asesor del Idioma Inglés (ELAC), Supervisión del Concilio Escolar Título 1 y Concilio Asesor del Distrito.
  - 2. Una descripción y explicación del plan de estudios que se utiliza en la escuela, las formas de evaluación académica que se utilizan para medir el progreso del estudiante y los niveles de logro de los exigentes estándares académicos estatales. (20 U.S.C. § 6318 [c] [4] [B])  
Reuniones de padres con el director, Instituto de padres (PIQE) y reuniones de asesoramiento para padres (Concilio escolar y ELAC)
  - 3. Si lo solicitan los padres, oportunidades para reuniones regulares para formular sugerencias y participar, según corresponda, en decisiones relacionadas con la educación de sus hijos, y responder a tales sugerencias tan pronto como sea posible. (20 U.S.C. § 6318 [c] [4] [C]) Todas las reuniones tienen un tiempo designado de Foro Abierto para preguntas, comentarios o inquietudes de los padres. Se anima a los padres y las familias a participar en las reuniones de asesoramiento para padres (Concilio escolar, ELAC y DPAC)



- f) Si el plan del programa para toda la escuela no es satisfactorio para los padres de los niños participantes, la escuela presenta los comentarios de los padres sobre el plan cuando la escuela pone el plan a disposición de la agencia educativa local. (20 U.S.C. § 6318 [c] [5]) La escuela proporciona al Departamento de Servicios Educativos del distrito escolar los comentarios de los padres y familias que pueden tener inquietudes o preguntas sobre la Póliza.

## **1.2 Construyendo capacidad de participación**

Para asegurar la participación efectiva de los padres y apoyar una asociación entre la escuela involucrada, los padres y la comunidad para mejorar el rendimiento académico de los estudiantes, cada escuela y agencia educativa local asistida con fondos del Título I, Parte A establece las prácticas enumeradas a continuación. (20 U.S.C. § 6318 [e])

- a) La escuela brinda asistencia a los padres para comprender temas como los exigentes estándares académicos estatales, las evaluaciones académicas estatales y locales, los requisitos del Título I, Parte A, y cómo monitorear el progreso de un niño y trabajar con los educadores para mejorar el logro de sus niños. (20 U.S.C. § 6318 [e] [1]) Para ayudar a alcanzar estas metas, la escuela ha establecido las siguientes prácticas- reuniones mensuales de padres con el director, reuniones del Concilio escolar, reuniones de ELAC, reunión de orientación para nuevos estudiantes / familias e Instituto de padres (PIQE).
- b) La escuela proporciona a los padres materiales y capacitación para ayudar a los padres a trabajar con sus hijos para mejorar el rendimiento de sus hijos. (20 U.S.C. § 6318 [e] [2]) Esta información se comparte con los padres durante las reuniones de padres con el director, talleres para padres y conferencias de padres y maestros en un formato y un idioma que los padres puedan entender.
- c) La escuela San Ysidro Middle educa a los maestros, personal de apoyo instructivo especializado, directores y otros líderes escolares, y otro personal, con la ayuda de los padres, en el valor y la utilidad de las contribuciones de los padres, y en cómo acercarse, comunicarse con y trabajar con los padres como socios iguales, implementar y coordinar programas para padres y construir vínculos entre los padres y la escuela. (20 U.S.C. § 6318 [e] [3]) Esta información se comparte con los miembros del personal en las reuniones mensuales del personal y en las reuniones regulares de nivel de grado.
- d) La escuela, en la medida de lo posible y apropiado, coordina e integra programas y actividades de participación de los padres con otros programas federales, estatales y locales, incluidos los programas preescolares públicos, y lleva a cabo otras actividades, como centros de recursos para padres, para alentar y apoyar que los padres participen más plenamente en la educación de sus hijos. (20 U.S.C. § 6318 [e] [4])



Se anima a los padres a que asistan talleres y aprovechen los recursos del Centro de Padres del Distrito Escolar de San Ysidro.

- e) La escuela garantiza que la información relacionada con la escuela y los programas para padres, reuniones y otras actividades se envíe a los padres de los niños participantes en un formato y, en la medida posible, en un idioma que los padres puedan entender. (20 U.S.C. § 6318 [e] [5])  
Toda la comunicación enviada a casa a las familias tanto en inglés como en español, ya que la mayoría de nuestras familias consideran el español su idioma de preferencia.
- f) La escuela San Ysidro Middle proporciona cualquier otro apoyo razonable para las actividades de participación de los padres bajo esta sección según lo soliciten los padres. (20 U.S.C. § 6318 [e] [14])  
Se anima a los padres a participar activamente como voluntarios en el aula y en otras actividades escolares.

### **1.3 Accesibilidad**

La Escuela San Ysidro Middle, en la medida posible, brinda oportunidades para la participación informada de los padres y miembros de la familia (incluidos los padres y miembros de la familia que tienen un dominio limitado del inglés, padres y miembros de la familia con discapacidades y padres y miembros de la familia de los niños migratorios), incluyendo información y reportes escolares requeridos bajo la sección 1111 de la ESEA (20 USC § 6311), según enmendada por ESSA, en un formato y, en la medida de lo posible, en un idioma que los padres entiendan. (20 U.S.C. § 6318 [f]) Esto se hace proporcionando a todos los padres un foro de discusión abierto para preguntas, comentarios o inquietudes en: reuniones mensuales de padres con la directora, reuniones del Concilio escolar y reuniones del comité asesor de inglés (ELAC).

### **1.4 Pacto de la Escuela y Hogar**

Como un componente de la Póliza del nivel de participación de padres y familias, cada escuela atendida bajo esta parte desarrollará conjuntamente con los padres para todos los niños atendidos bajo esta parte un pacto entre la escuela y los padres que describa cómo los padres, todo el personal escolar y los estudiantes compartirán la responsabilidad de mejorar el rendimiento académico de los estudiantes y los medios por los cuales la escuela y los padres construirán y desarrollarán una asociación para ayudar a los niños a alcanzar los altos estándares del estado. El pacto entre la escuela y los padres deberá cumplir con los requisitos enumerados a continuación. (20 U.S.C. § 6318 [d])



- a) Describir la responsabilidad de la escuela de proporcionar un plan de estudios e instrucción de alta calidad en un entorno de aprendizaje eficaz y de apoyo que permita a los niños atendidos bajo el Título I, Parte A cumplir con los exigentes estándares académicos estatales, y las formas en que cada padre será responsable de apoyar el aprendizaje de sus hijos; voluntariado en el aula de su hijo; y participar, según corresponda, en las decisiones relacionadas con la educación de sus hijos y el uso positivo del tiempo extracurricular. (20 U.S.C. § 6318 [d] [1]) San Ysidro Middle proporcionará instrucción sobre los estándares del estado de California a todos los estudiantes que utilicen un plan de estudios adoptado por el estado y el Diseño Instruccional del Distrito. La escuela se comunicará con las familias sobre los estándares académicos del estado y la posición de la escuela con respecto a las pruebas académicas.
- b) Abordar la importancia de la comunicación entre maestros y padres de manera continua a través de, como mínimo, los requisitos que se enumeran a continuación. (20 U.S.C. § 6318 [d] [2])
  - 1. Conferencias de padres y maestros en las escuelas intermedias, al menos una vez al año, durante las cuales se discutirá el pacto en la medida en que el pacto se relaciona con el rendimiento individual del niño. (20 U.S.C. § 6318 [d] [2] [A])
  - 2. Informes frecuentes a los padres sobre el progreso de sus hijos. (20 U.S.C. § 6318 [d] [2] [B])
  - 3. Acceso razonable al personal, oportunidades para ser voluntario y participar en la clase de su hijo y observación de las actividades del aula. (20 U.S.C. § 6318 [d] [2] [C])

Asegurar una comunicación regular, bidireccional y significativa entre los miembros de la familia y el personal de la escuela y, en la medida de lo posible, en un idioma que los miembros de la familia puedan entender. (20 U.S.C. § 6318 [d] [2] [D]) La Política de Participación de Padres y Familias de la Escuela Título I, Parte A de San Ysidro Middle School se desarrolló en conjunto y se acordó con los padres y familiares de los niños que participan en los programas Título I, Parte A el 16 de noviembre de 2020. La escuela distribuirá la política a todos los padres y miembros de la familia de estudiantes participantes del Título I, Parte A anualmente antes del 31 de enero de 2021.

DocuSigned by:  
**Nombre y Título del Oficial Autorizado**  
*Maria Rodriguez*  
 Maria Rodriguez, Directora de San Ysidro Middle School 2/7/2021

DocuSigned by:  
**Firma y fecha del oficial autorizado**  
*[Firma]*  
 2776B1FA24BD4C7 2/7/2021

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Sunset Elementary  
Efrain Burciaga, Principal

Informational  
 Action

**AGENDA ITEM:** TRAINING PACKAGE FROM CURRICULUM ASSOCIATES FOR THE I-READY LEARNING PROGRAM

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**BACKGROUND INFORMATION:**

The Principal at Sunset Elementary is requesting approval to purchase a training package for the i-Ready Learning Program from Curriculum Associates. Due to circumstances related to COVID-19 the i-Ready Learning training will be via webinar to teachers.

This training package is designed to support teachers in delivering research-based instruction, remediation, and enrichment to students. The materials may be used during whole class, and small group instruction. In addition, with the purchase of this training package, Sunset School will have free access to the i-Ready Teacher Toolbox Pilot Math and Reading.

The Training Package was included and previously approved in the School Plan for Student Achievement. Supplemental resources to target students to their academic needs.

**RECOMMENDATION:**

Approve the purchase of the training Package from Curriculum Associates for the i-Ready Learning Program at a total cost of \$500.00 from the Title I Fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement ~ Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

---

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

PO 000006422

\$500.00

(Amount)

Title I Fund

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

# Curriculum Associates®

## Prepared For:

Efrain Burciaga  
Sunset Elementary School  
3825 Sunset Ln,  
San Ysidro, CA 92173

2/2/2021

Dear Efrain Burciaga,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 234689.1 Valid through: 12/31/2021

Product	Net Price
Toolbox	\$0.00
Professional Development	\$500.00
Shipping/Tax/Other:	\$0.00
<b>Total:</b>	<b>\$500.00</b>

Thank you again for your interest in Curriculum Associates.

## Sincerely

David Kootman  
760-521-6055  
dkootman@cainc.com

**Please submit this quote with your purchase order**

13C.4  
Page 2 of 6

# Curriculum Associates®

Quote ID: 234689.1    Date: 2/2/2021    Valid through: 12/31/2021

**Prepared For:**  
 Efrain Burciaga  
 Sunset Elementary School  
 3825 Sunset Ln,  
 San Ysidro, CA 92173  
 eburciaga@sysd.k12.ca.us

**Your Representative:**  
 David Kootman  
 760-521-6055  
 dkootman@cainc.com

Toolbox				
Product Name	Item #	Qty	Net Price	Total
i-Ready Learning Teacher Toolbox Access Pilot Math and Reading Per Student	22681.0	616	\$0.00	\$0.00
Toolbox Subtotal:				\$0.00

Professional Development				
Product Name	Item #	Qty	Net Price	Total
Professional Development i-Ready Pilot Webinar	27527.0	1	\$500.00	\$500.00
Professional Development Subtotal:				\$500.00

Total	
List Total:	\$500.00
Savings:	\$0.00
Merchandise Total:	\$500.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
<b>Total:</b>	<b>\$500.00</b>

## Special Notes

F.O.B.: N. Billerica, MA 01862  
 Shipping: Shipping based on MDSE total  
 Terms: Net 30 days, pending credit approval  
 Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

N1

# Curriculum Associates®

## Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to [pdoperations@cainc.com](mailto:pdoperations@cainc.com).

# Curriculum Associates®

## Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

# Curriculum Associates®

## Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** [orders@cainc.com](mailto:orders@cainc.com)
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**  
ATTN: CUSTOMER SERVICE DEPT.  
Curriculum Associates, LLC  
153 Rangeway Rd  
North Billerica, MA 01862-2013

Please visit [CurriculumAssociates.com](http://CurriculumAssociates.com) for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000.00 to \$4,999.99	10% of order
\$5,000.00 to \$99,999.99	8% of order
\$100,000.00 and more	6% of order

Please contact local CA Representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500 lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

## Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

## i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit [CurriculumAssociates.com/support/shipping-and-returns](http://CurriculumAssociates.com/support/shipping-and-returns).

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:** Educational Services,  
Cynthia Gonzalez, Executive Director  Informational  
 Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS – FEBRUARY

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**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 February 11, 2021 Board meeting:

- 2021 AVID Winter and Spring Professional Learning Workshops *-Revised-*
- **An Interpreter’s Guide to Special Education Assessments**
- Assignment Monitoring and Credentials Workshop
- **California Nurses Association 70<sup>th</sup> Annual Conference**
- **CASBO San Diego/Imperial Section: 2021 Annual Conference: Together Towards Tomorrow**
- LCAP Annual Update & SDCOE Putting It All Together Workshop
- Military Interstate Children’s (MIC) Compact Commission 101 and 201 Trainings
- **Panorama’s Virtual Summit**
- **Parenting with Parents to Hold Students Accountable**
- "QPR: Question, Persuade and Refer" Gatekeeper Training for Suicide Prevention
- Round Table Discussion of AB 167/AB216
- Youcubed Virtual Professional Development

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.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

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Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

APPROXIMATE COST

**\$1,808.00**

(Amount)

General, Title II and Title I Funds

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Professional Development Backup Information – February 11, 2021**

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Nikole Scarlett, Valerie González	2021 AVID Winter and Spring Professional Learning Workshops <i>-Revised-</i>	Online	January-May 2021 (Once a month)	\$800.00 (Teacher Compensation)	Title II Fund
Elmy Flores, Pablo Sainz	An Interpreter’s Guide to Special Education Assessments	Online	January 25, 2021 February 1, 8 & 15, 2021	\$170.00	Title II Fund
Alexis Tapia	Assignment Monitoring and Credentials Workshop	Online	March 18, 2021	\$0	No Cost
Anita Gillchrest	California Nurses Association 70 <sup>th</sup> Annual Conference	Online	February 3-6, 2021	Covered by District’s Nurse	
Marilyn Adrianzen, Omar Calleros, Daniel Chavez, Staff TBD	CASBO San Diego/Imperial Section: 2021 Annual Conference: Together Towards Tomorrow	Online	February 4, 2021	\$140.00	General Fund
Marilyn Adrianzen, Amber Elliott	LCAP Annual Update & SDCOE Putting It All Together Workshop	Online	February 2 & 9, 2021	\$0	No Cost
Veronica Medina	Military Interstate Children’s (MIC) Compact Commission 101 and 201 Trainings	Online	March 2 & 9, 2021	\$0	No Cost
Stephanie Hake	Panorama’s Virtual Summit	Online	February 22, 2021	\$143.00	General Fund

Irene Herrera-Cevallos, Lupita Garcia	Parenting with Parents to Hold Students Accountable	Online	March 1, 2021	\$190.00	Title I Fund
Nadia Aviles	"QPR: Question, Persuade and Refer" Gatekeeper Training for Suicide Prevention	Online	March 18, 2021	\$0	No Cost
Veronica Medina	Round Table Discussion of AB 167/AB216	Online	February 18, 2021	\$0	No Cost
Mei-Ling Murray	Youcubed Virtual Professional Development	Online	March 16 & 23, 2021	\$365.00	Title I Fund

**BUSINESS**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

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

**AGENDA ITEM:** PURCHASING REPORT

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**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 #7 (January 12, 2021 through February 2, 2021):  
▪ General Fund: 0000006925-0000006955, 0000006957-0000006967, 0000006968-0000006976  
▪ Child Development Fund: 0000006956, 0000006967.

**RECOMMENDATION:**

Approve/Ratify the following purchase orders incurred by the District during the period January 12, 2021 through February 2, 2021.

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

Renewal    New    Amendment    Ratify    Other

Financial Implications?

Yes    No

Are funds for this item available in the 2020-2021 Budget?

Yes    No

Requisition #

\$164,718.97

(Amount)

As listed above

(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

## PURCHASING REPORT (01/12/21 - 02/02/21)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/12/2021	0000006925	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	071	\$ 244.96
1/14/2021	0000006926	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	018	\$ 405.97
1/14/2021	0000006927	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 1,423.48
1/14/2021	0000006928	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	014	\$ 1,185.25
1/15/2021	0000006929	0000000763	CASCWA SOUTHERN SECTION	REGISTRATION FEES	0100	4035000	5200003	061	\$ 350.00
1/17/2021	0000006930	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 1,565.96
1/18/2021	0000006931	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	0000000	5200003	064	\$ 2,235.00
1/19/2021	0000006932	004864	DOUGLAS W SMITH	CONTRACTED SERVICES	0100	0982000	5800010	074	\$ 10,000.00
1/20/2021	0000006933	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	\$ 228.62
1/20/2021	0000006934	0000000030	DEPARTMENT OF GENERAL SERVICES	DSA FEES	0100	9010005	6200000	080	\$ 8,250.00
1/22/2021	0000006935	0000000764	TEACHING STRATEGIES, LLC	INSTRUCTIONAL MATERIAL	0100	3220000	5800006	054	\$ 1,400.00
1/22/2021	0000006936	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	018	\$ 316.04
1/22/2021	0000006937	0000000669	MYSTERY SCIENCE INC.	INSTRUCTIONAL LICENSE FEE	0100	0000000	4300001	016	\$ 1,249.00
1/26/2021	0000006938	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	018	\$ 297.55
1/26/2021	0000006939	0000000671	IXL LEARNING INC.	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	012	\$ 898.00
1/26/2021	0000006940	0000000765	BLINDSPOT COLLECTIVE	CONTRACTED SERVICES	0100	0000000	4300001	016	\$ 1,050.00
1/26/2021	0000006941	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	012	\$ 172.35
1/26/2021	0000006942	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	5800010	071	\$ 10,000.00
1/26/2021	0000006943	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 1,325.40
1/26/2021	0000006944	0000000077	AZTEC CONTAINER	CONTRACTED SERVICES	0100	8150000	5600001	070	\$ 1,616.24
1/26/2021	0000006945	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	5800010	071	\$ 10,000.00
1/26/2021	0000006946	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 2,245.32
1/26/2021	0000006947	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	018	\$ 871.17
1/26/2021	0000006948	003410	ALPHA SMOG STATION	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 150.00
1/26/2021	0000006949	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 3,859.10
1/27/2021	0000006950	0000000047	ALLIANCE ENGINEERING OF CALIFORNIA, INC	CONTRACTED SERVICES	0100	9010075	6200004	080	\$ 10,000.00
1/27/2021	0000006951	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	018	\$ 634.27
1/27/2021	0000006952	0000000727	GORM, INC.	COVID SUPPLIES	0100	3220000	4300000	080	\$ 4,643.92
1/28/2021	0000006953	003249	CABE SD SOUTH COUNTY	REGISTRATION FEES	0100	4203000	5200003	061	\$ 200.00
1/28/2021	0000006953	003249	CABE SD SOUTH COUNTY	REGISTRATION FEES	0100	4203000	5200003	061	\$ 150.00
1/28/2021	0000006954	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	018	\$ 369.67
1/29/2021	0000006955	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300000	054	\$ 904.45
1/29/2021	0000006957	0000000766	NATIONAL AUTISM RESOURCES, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	025	\$ 150.82
2/1/2021	0000006958	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIAL	0100	3220000	4300003	054	\$ 312.48
2/1/2021	0000006959	0000000767	SALT SOFTWARE, LLC	INSTRUCTIONAL MATERIAL	0100	3220000	4300003	054	\$ 3,560.91
2/1/2021	0000006960	0000000768	STUTTERING THERAPY RESOURCES, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300000	054	\$ 79.82
2/1/2021	0000006961	004164	N2Y INC	INSTRUCTIONAL MATERIALS	0100	3220000	4300000	054	\$ 399.36
2/1/2021	0000006962	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIAL	0100	3220000	4300003	054	\$ 15.00
2/1/2021	0000006963	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	3220000	4300000	054	\$ 535.13
2/1/2021	0000006964	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	5800006	067	\$ 323.25
2/1/2021	0000006965	0000000770	NATIVE INTERPRETING	REGISTRATION FEES	0100	4035000	5200003	061	\$ 85.00
2/1/2021	0000006966	0000000457	AMPLIFIED IT, LLC	CONTRACTED SERVICES	0100	3210000	5800006	061	\$ 4,660.74
2/1/2021	0000006966	0000000457	AMPLIFIED IT, LLC	CONTRACTED SERVICES	0100	3220000	5800006	061	\$ 4,660.74
2/1/2021	0000006968	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	3220000	4400000	022	\$ 893.23
2/1/2021	0000006969	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	022	\$ 927.60

## PURCHASING REPORT (01/12/21 - 02/02/21)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/1/2021	0000006970	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	016	\$ 5,962.78
2/1/2021	0000006971	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	016	\$ 5,412.55
2/1/2021	0000006972	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	018	\$ 253.69
2/1/2021	0000006973	0000000728	A & I REPROGRAPHICS	COVID SIGNAGE	0100	3210000	4300000	010	\$ 42,688.01
2/1/2021	0000006974	0000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800150	054	\$ 877.50
2/1/2021	0000006975	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	\$ 96.00
2/1/2021	0000006975	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	\$ 2,403.50
2/1/2021	0000006975	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800200	062	\$ 3,902.00
2/1/2021	0000006975	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	\$ 397.50
2/2/2021	0000006976	004045	EDUPOINT EDUCATIONAL SYSTEMS	MAINTENANCE RENEWAL	0100	0000000	5600005	067	\$ 6,365.00
<b>Total for 0100</b>									<b>\$ 163,204.33</b>
1/29/2021	0000006956	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 254.64
2/1/2021	0000006967	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	1200	6105000	5200003	076	\$ 1,260.00
<b>Total for 1200</b>									<b>\$ 1,514.64</b>
<b>Grand Total</b>									<b>\$ 164,718.97</b>

**D SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

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

Informational  
 Action

**AGENDA ITEM:** EXPENDITURE REPORT

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**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 January 13, 2021 through February 2, 2021 with checks #14-742177 through #14-747320 for a total expenditure of \$513,615.21 from the following sources:

General Fund - \$513,615.21

**RECOMMENDATION:**

Approve/Ratify the expenditures incurred by the District during the period of January 13, 2021 through February 2, 2021 for a total expenditure of \$513,615.21.

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

Goal No.: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

Yes     No

Yes     No

**\$513,615.21**

(Amount)

Various (see above)

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

Expenditure Report  
1/13/21-2/1/21

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14742177	CORODATA RECORDS MANAGEMENT, INC.	1/14/2021	135.61	0100	CONTRACTED SERVICES
14742178	DECLUES, BURKETT & THOMPSON, APC	1/14/2021	855.00	0100	LEGAL FEES
14742179	A & I REPROGRAPHICS	1/14/2021	4241.36	0100	OFFICE SUPLIES
14742180	CAL PACIFIC TRUCK CENTER ,LLC	1/14/2021	2253.44	0100	CONTRACTED SERVICES
14742181	THE INSTITUTE FOR EFFECTIVE	1/14/2021	6275.07	0100	PROFESSIONAL SERVICES
14742182	OFFICE DEPOT	1/14/2021	2573.65	0100	OFFICE SUPPLIES
14742183	REPUBLIC SERVICES	1/14/2021	6949.87	0100	UTILITIES
14742184	YMCA OF SAN DIEGO COUNTY	1/14/2021	156539.64	0100	PROFESSIONAL SERVICES
14742185	DOUGLAS W SMITH	1/14/2021	1720.00	0100	PROFESSIONAL SERVICES
14743343	VECTOR USA	1/19/2021	14727.06	0100	PROFESSIONAL SERVICES
14743344	CITY TREASURER	1/19/2021	16931.60	0100	UTILITIES
14743345	SPRINT	1/19/2021	5133.13	0100	CONTRACTED SERVICES
14743346	CASBO	1/19/2021	595.00	0100	REGISTRATION FEE
14743347	FERGUSON ENTERPRISES,INC#1350	1/19/2021	9221.07	0100	COVID EQUIPMENT
14743348	CALIFORNIA ELECTRIC SUPPLY	1/19/2021	41.18	0100	MAINTENANCE SUPPLIES
14743349	AMERI-MEX PLUMBING INC	1/19/2021	1423.48	0100	CONTRACTED SERVICES
14744314	DEPARTMENT OF GENERAL SERVICES	1/21/2021	8250.00	0100	DSA FEES
14744315	BMR HEALTH SERVICES, INC	1/21/2021	26473.44	0100	PROFESSIONAL SERVICES
14744316	MRC SMART TECHNOLOGY SOLUTIONS	1/21/2021	7238.54	0100	MAINTENANCE AGREEMENT
14744317	AARDVARK ANT & PEST CONTROL INC.	1/21/2021	487.00	0100	CONTRACTED SERVICES
14744318	ACCO ENGINEERED SYSTEMS, INC.	1/21/2021	2545.16	0100	CONTRACTED SERVICES
14744319	GRAINGER	1/21/2021	180.26	0100	MAINTENANCE SUPPLIES
14744320	OFFICE DEPOT	1/21/2021	3879.00	0100	INSTRUCTIONAL SUPPLIES
14744321	KONE INC	1/21/2021	11195.11	0100	MAINTENACE AGREEMENT
14744322	PITNEY BOWES	1/21/2021	382.50	0100	CONTRACTED SERVICES
14744323	AUDIOMETRICS	1/21/2021	190.00	0100	CONTRACTED SERVICES
14744324	WILLIAM V. MAC GILL & CO.	1/21/2021	2019.38	0100	MEDICAL SUPPLIES
14744325	SOUTHWEST SCHOOL & OFFICE	1/21/2021	13418.76	0100	INSTRUCTIONAL SUPPLIES
14744326	SIR SPEEDY PRINTING 02890	1/21/2021	273.69	0100	OFFICE SUPPLIES
14744327	SPARKLETTS	1/21/2021	58.75	0100	CONTRACTED SERVICES
14744328	DOUGLAS W SMITH	1/21/2021	885.00	0100	CONTRACTED SERVICES
14744329	NIRVANA BUSTOS	1/21/2021	46.00	0100	MILEAGE
14745223	P.I.P.S.	1/25/2021	74440.66	0100	PROFESSIONAL SERVICES

Expenditure Report  
1/13/21-2/1/21

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14745224	SAN DIEGO GAS & ELECTRIC	1/25/2021	31134.98	0100	UTILITIES
14745225	SPRINT	1/25/2021	4434.05	0100	CONTRACTED SERVICES
14745226	WAL- MART COMMUNITY/GECRB	1/25/2021	550.01	0100	INSTRUCTIONAL SUPPLIES
14745227	SAN YSIDRO SCHOOL DISTRICT	1/25/2021	2046.73	0100	PCARD REPLENISH
14745228	AMERI-MEX PLUMBING INC	1/25/2021	3015.17	0100	CONTRACTED SERVICES
14745229	SAN DIEGO CENTER FOR CHILDREN	1/25/2021	3126.16	0100	PROFESSIONAL SERVICES
14746208	ALLIANCE ENGINEERING OF CALIFORNIA, INC	1/28/2021	3148.80	0100	CONTRACTED SERVICES
14746209	MAXIM HEALTHCARE SERVICES, INC	1/28/2021	14976.00	0100	PROFESSIONAL SERVICES
14746210	HORIZON DISTRIBUTORS	1/28/2021	57.41	0100	GROUPS SUPPLIES
14746211	ACCO ENGINEERED SYSTEMS, INC.	1/28/2021	3859.10	0100	CONTRACTED SERVICES
14746212	WEX BANK	1/28/2021	264.87	0100	CONTRACTED SERVICES
14746213	WLC ARCHITECTS INC	1/28/2021	7500.00	0100	CONTRACTED SERVICES
14746214	CASCWA SOUTHERN SECTION	1/28/2021	350.00	0100	REGISTRATIO FEE
14746215	PARADIGM HEALTHCARE SERVICES	1/28/2021	889.96	0100	PROFESSIONAL SERVICES
14746216	SCHOOL SPECIALTY	1/28/2021	4391.76	0100	INSTSRUCTIONAL SUPPLIES
14746217	HOME DEPOT	1/28/2021	1936.22	0100	CUSTODIAL SUPPLIES
14746218	JOHNSON CONTROLS	1/28/2021	1487.13	0100	CONTRACTED SERVICES
14746219	AT&T	1/28/2021	5351.32	0100	UTILITIES
14746220	FEDEX	1/28/2021	40.99	0100	POSTAGE
14746221	ALPHA SMOG STATION	1/28/2021	150.00	0100	CONTRACTED SERVICES
14746222	FOLLETT SCHOOL SOLUTIONS,INC	1/28/2021	1360.89	0100	INSTRUCTIONAL SUPPLIES
14746223	AMAZON.COM, INC.	1/28/2021	5885.47	0100	INSTRUCTIONAL SUPPLIES
14746224	XEROX CORPORATION	1/28/2021	4019.92	0100	MAINTENANCE AGREEMENT
14747317	XEROX FINANCIAL SERVICES	2/1/2021	18548.50	0100	CONTRACTED SERVICES
14747318	OFFICE DEPOT	2/1/2021	4826.56	0100	INSTRUCTIONAL SUPPLIES
14747319	TEAMTALK NETWORK	2/1/2021	397.80	0100	CONTRACTED SERVICES
14747320	THE MARKETBOARD PEOPLE	2/1/2021	8286.00	0100	INSTRUCTIONAL SUPPLIES
<b>Total Fund 01</b>			<b>\$ 513,615.21</b>		
Grand total			\$513,615.21		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

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

Informational  
 Action

**AGENDA ITEM:** ACCEPTANCE OF DONATIONS

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**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 organizations and/or individuals on the attached list for their generous contributions to education, students and staff.

**RECOMMENDATION:**

Accept donations with an estimated value of \$9,400.00 to help support and enrich our educational programs.

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

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

DONATIONS  
\$9,400.00

(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:** February 11, 2021

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

**FROM:**  
Smythe School  
Russell Little, Principal

Informational  
 Action

**AGENDA ITEM:** LICENSE AGREEMENT WITH IMAGINE LEARNING.

---

**BACKGROUND INFORMATION:**

The Principal of Smythe School is requesting approval for the purchase of this license to benefit teachers and students. Imagine Learning is a software program to be used by students and teachers in their classrooms.

- Hands-on — leads students in the doing math.
- NGSS-aligned and Common Core — makes the transition to the Next Generation Standards and support Common Core.
- Less prep, more learning — preps in minutes not hours. Captivates students with short videos and discussion questions.
- STEM education.
- Remote learning — easily shares lessons that are perfect for home math learning.

**RECOMMENDATION:**

Approve the agreement with Imagine Learning for a software license to provide math experience to students of Smythe Elementary School during 2020-21 at a cost of \$15,000.00 from the Title I fund.

---

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

Goal 1: Continue to provide supplemental programs and resources to support student achievement in core content areas

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

\$15,000.00

(Amount)

Title I - Smythe

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial

Certification Requested     Yes     No



**Bill To**  
 Smythe Elementary  
 1880 Smythe Ave  
 San Ysidro CA 92173

**Ship To**  
 Smythe Elementary  
 1880 Smythe Ave  
 San Ysidro CA 92173

177102  
**Date** 11/18/2020  
**Valid Until** 2/16/2021  
**Partnership Manager** Yadira Cervantes

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at 714-345-9389 or [yadira.cervantes@imaginelearning.com](mailto:yadira.cervantes@imaginelearning.com).

Quantity	Item	Unit Price	Amount
1	Imagine Math Facts Site License All students enrolled have an Imagine Math Facts license for one year from date of purchase.	\$5,000.00	\$5,000.00
	Subtotal		\$5,000.00
1	Imagine Español Site License All students enrolled have an Imagine Español license for one year from the date of purchase.	\$20,000.00	\$20,000.00
	Discount		(\$10,000.00)

Include the quote number (#177102) and Accounts Payable email on all Purchase Orders. Please fax, email or mail to:

Fax: (866) 507-9270  
 Email: [PO@imaginelearning.com](mailto:PO@imaginelearning.com)  
 Mail: Imagine Learning, Inc.  
 382 W. Park Circle, Ste 100  
 Provo, UT 84604

**Subtotal** \$15,000.00  
**Tax Total** \$0.00  
**Total** \$15,000.00

SAN YSIDRO SCHOOL DISTRICT  
 APPROVED BY:

\_\_\_\_\_  
 Marilyn Adrianzen, CBO

Board approved: \_\_\_\_\_

**Thank you for choosing Imagine Learning!**

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced. For information about Imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: [privacy@imaginelearning.com](mailto:privacy@imaginelearning.com).

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

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

Informational  
 Action

**AGENDA ITEM:** DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD

---

**BACKGROUND INFORMATION:**

The list of documents below is considered to be Class 3 (Disposable Records – required retention period and procedures for destruction or transfer of records as specified in the California Code of Regulations Code Section 16025). These records have been retained beyond the legal period as listed on the Records Retention Manual.

There is no further need to retain these records in the District and they will be destroyed through *Corodata*. Documents listed are dated from 2011 to 2015:

- Attendance Reports
- Student Sign In/Out Sheets
- Ready to Read Program Forms
- Parent Participation Program Forms
- DRDP's with Supporting Document
- Student Application with Supporting Documents

**RECOMMENDATION:**

Approve the destruction of documents related to the Preschool & Child Development Programs that have been retained beyond the legal retention period as listed above and dated from 2011 to 2015.

---

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

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

Yes     No

Yes     No

**To Be  
Determined**  
(Amount)

**CSPP Funds**  
(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:** February 11, 2021

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH MAXIM STAFFING SERVICES, INC. - REVISED

---

**BACKGROUND INFORMATION:**

Due to lack of Resource Specialist at San Ysidro Middle School, and Special Day Class Teacher at Willow School, the district is hiring both positions through Maxim Staffing Services, Inc., a Special Education Local Plan Area (SELPA) approved nonpublic agency, until the positions are filled.

On December 14, 2020, the Governing Board approved the agreement with Maxim Staffing Services, Inc. to provide with teaching staff at San Ysidro Middle School and Willow School until the positions are filled. The agreement has been revised and legal counsel (BBK) has reviewed to make sure revisions do not compromise the best interest of the District: Sections 5.3, 5.6 and 5.7.

Cost Implication: \$65.00 per hour x 7 hours/day = \$455.00/day  
Duration: as needed

**RECOMMENDATION:**

Approve/Ratify the revised agreement with Maxim Staffing Services, Inc. to provide with teaching staff at San Ysidro Middle School and Willow School until the positions are filled at a rate of \$455.00 per day from the General Fund for 2020-2021 school year.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1, Item 1.21:

Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc...) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

Yes     No

Yes     No

\$455.00 per day  
(Amount)

General Education Fund  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 17<sup>th</sup> day of December 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Maxim Healthcare Staffing Services, Inc.	<u>(619) 209-3696</u>
Company/Consultant	Telephone Number
5030 Camino De La Siesta, Ste. 405, San Diego, CA 92108	<a href="http://www.maximhealthcare.com">www.maximhealthcare.com</a>
Address	Website

hereinafter referred to as "Consultant."

### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

#### 1.2 TERM

From: November 1, 2020

To: June 30, 2021 ("as needed basis")

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 a reasonable time and in accordance with this Agreement.

## 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 performing the Services under this Agreement on behalf of Consultant shall

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 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. **District waives \_\_\_\_\_**
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. **District waives \_\_\_\_\_**
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 waiver of subrogation endorsement in favor of San Ysidro School District. **District waives \_\_\_\_\_**
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. **District waives \_\_\_\_\_**
6. **Cyber Security Liability**: Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives \_\_\_\_\_**

## 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 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 **Additional Insured 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). 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 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 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 directed 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.

### 5.7 INDEMNIFICATION \*

Contractor shall indemnify and hold harmless District, its officials, officers, employees, volunteers and agents (District Indemnitees) only for negligent acts, errors, or omissions of Contractors or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the District and its Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by Contractor for any liability imposed upon District and its Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

District shall indemnify and hold harmless Contractor, its employees, agents and subcontractors ("Contractor Indemnitees") for negligent acts, errors, or omissions of District, its officials, officers, employees, volunteers and agents and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Contractor Indemnitees in a claim or suit. No indemnity shall be provided by District, its officials, officers, employees, volunteers and agents for any liability imposed upon Contractor and Contractor Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct

### 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.

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

<b>CONSULTANT:</b>	<b>Maxim Healthcare Staffing Services, Inc.</b>	
Name:	Andrea Torres	
Title:	Assistant Controller	
Address:	5030 Camino De La Siesta, Ste. 405	
City/State/Zip Code:	San Diego, CA 92108	
Telephone:	(619) 209-3696	
Email:	jutorres@maxhealth.com	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	<a href="mailto:oscar.madera@sysdschools.org">oscar.madera@sysdschools.org</a>

### 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

Maxim Healthcare Staffing Services, Inc.  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

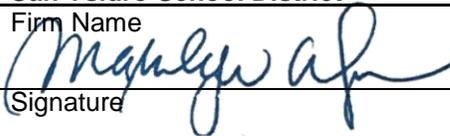
Andrea Torres, Asst. Controller  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Phone Number:

### DISTRICT

San Ysidro School District  
Firm Name

  
Signature

Marilyn Adrianzen, Chief Business Official  
Print Name, Title

01-11-21  
Date

Board Approved: 12-14-20 / Revisions Ratified 02-11-21

Revised 09-13-18

**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 \_\_\_\_\_

REVISED 09-13-18

# **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Services include:

Under the direction of the site Principal and in cooperation with the Special Education department, the Resource Specialist and Special Day Class Teacher are responsible for providing consultation, coordination planning, evaluation, remediation and direct instructional services for students with special needs as directed by the Individualized Education Plan (IEP).

Please see attached Job Descriptions for Resource Specialist and Special Day Class Teacher positions.

Rate: \$65/hr x 7 hours/day

Number of work days for contractor is based on student calendar.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:** Educational Leadership, Pupil Services & Safety  Informational  
David Farkas, Ed.D., Asst. Superintendent  Action

**AGENDA ITEM:** EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM  
GRANT AWARD FOR 2020-21 FISCAL YEAR - AMENDMENT

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**BACKGROUND INFORMATION:**

Since 1987, the California Department of Education (CDE) has administered Federal McKinney-Vento Homeless Assistance Act program funds. These funds are used to provide grants to facilitate the identification, enrollment, attendance, and success in school for homeless children and youth.

The District was awarded the 3-year Education for Homeless Children and Youth (EHCY) Program Grant. Based on receipt of Federal allocations for the EHCY Grant Program, the CDE will issue a new grant award each fiscal year for each of the three years. These funds will be used to provide supplemental services for our homeless children and youth. The funds are made contingent upon the availability of funds and may be amended.

The grant award has been amended to reflect an increase of \$13,125.00. The new total is \$135,000.00.

**RECOMMENDATION:**

Accept the amended Grant Award in the total amount of \$135,000.00 for the Education for Homeless Children and Youth Program to provide supplemental services for District's homeless children and youth.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 2: Climate, Safety and Student Engagement – Action: 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

Revenue  
**\$135,000.00**  
(Amount)

**EHCY Grant Award**  
(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> San Ysidro Elementary School District 4350 Otay Mesa Road San Ysidro, CA 92173	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	20	14332	68379	00
<b>Attention</b> Gina Potter, Superintendent	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> San Ysidro Elementary School District	<b>Resource Code</b>	<b>Revenue Object Code</b>		37
<b>Telephone</b> 619-428-4476	5630	8290		<b>INDEX</b>

<b>Name of Grant Program</b> Education for Homeless Children and Youth	0510
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<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$121,875	\$13,125	\$135,000	1	7/1/2020	9/30/21

<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>	<b>Federal Agency</b>
84.196A	S196A200005	Education for Homeless Children and Youth	U.S. Department of Education

This is to inform you that the award for the Education for Homeless Children and Youth Program has been amended to reflect an increase.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please email this *original*, signed Grant Award Notification (AO-400) and a 2020-21 Budget Change Request form to:

Shoshannah Fuentes, [sfuentes@cde.ca.gov](mailto:sfuentes@cde.ca.gov)

<b>California Department of Education Contact</b> Shoshannah Fuentes	<b>Job Title</b> Associate Governmental Program Analyst
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<b>E-mail Address</b> <a href="mailto:sfuentes@cde.ca.gov">sfuentes@cde.ca.gov</a>	<b>Telephone</b> 916-319-0384
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<b>Signature of the State Superintendent of Public Instruction or Designee</b> ▶ <i>Lindsay Wiss-Toratore</i>	<b>Date</b> 1/22/21
--	------------------------

### CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.*

<b>Printed Name of Authorized Agent</b>	<b>Title</b>
---	--------------

<b>E-mail Address</b>	<b>Telephone</b>
-----------------------	------------------

<b>Signature</b> ▶	<b>Date</b>
-----------------------	-------------

### Grant Award Notification (Continued)

1. The Education for Homeless Children and Youth (EHCY) Program is authorized under Title VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431 et seq.). The intent of this funding is to implement some of the new provisions within the Every Student Succeeds Act (ESSA) as it relates to the EHCY Program, as well as for countywide activities, such as professional development and technical assistance to all local homeless liaisons that are required to identify and meet the needs of homeless children and youth. The grantee is **required** to attend the annual Coordinator’s Meeting. Failure to attend may result in a billing for the entire amount of grant funds advanced. The grantee must expend these funds by September 30, 2021. Carryover of EHCY funds is not allowed.
2. The grantee **must** submit five quarterly expenditure reports. Reporting period and due dates are:

**Reporting Period**

- (Q1) July 1, 2020, through September 30, 2020
- (Q2) October 1, 2020, through December 31, 2020
- (Q3) January 1, 2021, through March 31, 2021
- (Q4) April 1, 2021, through June 30, 2021
- (Q5) July 1, 2021, through September 30, 2021 (Close-Out)

**Due Date:**

- October 31, 2020
- January 31, 2021
- April 30, 2021
- July 31, 2021
- October 31, 2021

Failure to submit the required reports by the due dates will result in a billing for the entire amount of funds advanced. If the grantee is charging indirect, it must be reflected on each quarterly report. The grantee cannot wait until the close of the grant to charge indirect for the entire grant period. The calculation of the subtotal times the indirect must be to-the-penny. No rounding is allowed. **All** fiscal forms will be emailed to the grantees.

3. Budget changes that are more than 10 percent of the grant amount require advance approval from the California Department of Education (CDE). If the grantee wishes to change an approved budget, a 2020-21 Budget Change Request (BCR) must be submitted. All BCRs must be submitted **before** August 31, 2021. Please email **all** fiscal forms to Shoshannah Fuentes, at the email address shown on the front of this Grant Award Notification (AO-400).
4. The CDE will disburse funds to the grantee in four payments. The initial payment of 30 percent will be disbursed after receipt of all signed AO-400s and Budget Requests. The second payment of 30 percent will be disbursed after receipt of the second quarterly expenditure report, due January 31, 2021, if the grantee shows they have spent 65 percent or more of the first payment. The third payment of 30 percent will be disbursed after receipt of the third quarterly expenditure report, if the grantee shows they have spent 65 percent of funds advanced thus far. The final payment of up to 10 percent will be disbursed after the grantee has submitted the close-out expenditure report, due October 31, 2021.
5. The grantee must comply with the requirements that pertain to sub-grantees in Title 34 of the *Code of Federal Regulations (CFR) Part 80*. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. In addition, 34 *CFR* Section 80.21 requires the grantee to promptly, but at least quarterly, remit to the federal agency any interest greater than \$100 per year earned on payments. When reporting and remitting federal interest to the CDE, a grantee should specify their Data Universal Numbering system number, the time period associated with the interest earned, and the federal program resource code. Please send interest on federal cash balances to the CDE at the following address:

California Department of Education  
Attention: Cashier’s Office  
P.O. Box 515006  
Sacramento, CA 95851

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Pupil Services Department  Informational  
David Farkas, Ed.D., Assistant Superintendent  Action

**AGENDA ITEM:** INTERDISTRICT ATTENDANCE AGREEMENTS – ESCONDIDO UNION  
AND POWAY UNIFIED SCHOOL DISTRICTS

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**BACKGROUND INFORMATION:**

Interdistrict Attendance Agreements with neighboring school districts are submitted to the Governing Board for approval. Agreements could be valid for a minimum of 1 year up to a maximum of 5 years. If there is sufficient room in the District’s school and program of desired attendance, requests will be considered provided the reasons are justifiable and in accordance with the District’s Governing Board Policy. Students will have to re-apply for the interdistrict transfer on a yearly basis.

The Interdistrict Attendance Agreements will be valid for up to 5 years (2020-2026) and included the following conditions:

- Permits may be authorized with a limited term to allow attendance through the end of a grading period of school year.
- District of attendance may require reapplication for admission on annual basis.
- Once admitted, location of school site is at the discretion of the receiving school district.

**RECOMMENDATION:**

Approve/Ratify the Interdistrict Attendance Agreements with Escondido Union School District and Poway Unified School District for school years 2020-2026.

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**LCAP GOAL AND ACTION/SERVICE:**

N/A

**Renewal**    **New**    **Amendment**    **Ratify**    **Other**

Financial Implications?

Yes    No

Are funds for this item available in the 2020-2021 Budget?

Yes    No

Requisition #

N/A  
(Amount)

(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

**School Districts of San Diego County  
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 11 of 1, 2021, by and between the Poway Unified School District of San Diego County and the San Ysidro School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**TERMS & CONDITIONS**

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
  2. Additional conditions:
    - Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
    - A district of attendance may require reapplication for admission an annual basis.
    - Other, specify: Once admitted, location of school site is at the discretion of the receiving school district.
- San Ysidro School District requires for students to re-apply for interdistrict transfers annually.

**DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS**

District: Poway Unified School District	District: San Ysidro School District
Initial Approval / Denial: Student Attendance & Discipline Office	Initial Approval / Denial: <u>Pupil Services Designee</u>
Appeal: Director Student Att. & Disc; Executive Dir., Learning Support Svcs.	Appeal: <u>Assistant Superintendent/Pupil Services</u>
Personal Conference: Assistant Superintendent or Designee	Personal Conference: <u>Assistant Superintendent/Pupil Serv.</u>

**SIGNATURES**

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature:
Title: Director, Student Attendance and Discipline Office	Title:
District: Poway Unified School District	District: San Ysidro School District
Date Approved by Governing Board:	Date Approved by Governing Board:

**School Districts of San Diego County  
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 20 of Oct, 2020, by and between the San Ysidro School District of San Diego County and the Escondido Union School District of San Diego County, is effective only for the school year(s) 20\_21 - 20\_26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**TERMS & CONDITIONS**

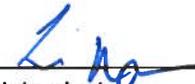
1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
  - Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
  - A district of attendance may require reapplication for admission an annual basis.
  - Other, specify: ~~SYSD requires for students to re-apply for interdistrict transfers annually.~~

**DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS**

District: <u>San Ysidro School District</u>	District: <u>Escondido Union School District</u>
Initial Approval / Denial: <u>Pupil Services Designee</u>	Initial Approval / Denial: <u>Coordinator of Integrated Student Supports</u>
Appeal: <u>Assistant Superintendent/Pupil Services</u>	Appeal: <u>Director of Integrated Student Supports</u>
Personal Conference: <u>Assistant Superintendent/Pupil Serv.</u>	Personal Conference: <u>SDCOE</u>

**SIGNATURES**

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: _____	Signature: 
Title: _____	Title: <u>Superintendent</u>
District: <u>San Ysidro School District</u>	District: <u>Escondido Union School District</u>
Date Approved by Governing Board: _____	Date Approved by Governing Board: _____

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Human Resources  Informational  
Linda Gonzales, Executive Director  Action

**AGENDA ITEM:** AGREEMENT WITH THE UNIVERSITY OF SOUTHERN CALIFORNIA FOR TEACHING, SCHOOL COUNSELING, AND SOCIAL WORK PLACEMENTS

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**BACKGROUND INFORMATION:**

The San Ysidro School District will enter into an agreement with the University of Southern California for the purpose of providing experience opportunities. USC Rossier offers graduate degree programs with an online learning component and field placement experiences (“Programs”) in the fields of teaching, school counseling and social work.

**RECOMMENDATION:**

Approve the agreement with the University of Southern California for the purpose of providing experience opportunities in the fields of teaching, school counseling, and social work.

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**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 2020-2021 Budget?

Yes     No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

## USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

This School / School District Placement Agreement (“Agreement”) is made this 1st day of February, 2021 (the “Effective Date”), by and between San Ysidro School District, with an address located at 4350 Otay Mesa Road, San Ysidro, CA 92173 (“School” or “District”), and the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3551 Trousdale Parkway, ADM 352, Los Angeles, CA 90089 (“USC”). USC and School/District may be referred to collectively as the “parties” and individually as a “party.”

WHEREAS, USC offers graduate degree programs to its students (“Candidates”) in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, USC Rossier and the USC Suzanne Dworak-Peck School of Social Work offer graduate degree programs with an online learning component and field placement experiences (“Programs”), including, among others, Programs in the fields of teaching, school counseling, and social work.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District agrees to host one or more Candidates in accordance with the terms of this Agreement and as further set forth in either: (a) the Teaching Candidate Addendum with respect to teaching Candidates; (b) the School Counseling Candidate Addendum with respect to School Counseling Candidates; (c) the School of Social Work Candidate Addendum with respect to School of Social Work Candidate; or (d) such other addenda for such additional Programs as may be agreed upon by the parties from time to time. Each aforementioned Addendum (collectively, the “Addenda”) is incorporated into and made a part of this Agreement.

2. Placement Opportunities.

(a) USC will request placements for its Candidates for one or more of the Programs detailed in the Addenda. Each request shall identify the particular Candidate (or, for groups of Candidates, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the Candidate group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC.

(b) The School/District agrees to use good-faith efforts to place Candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Candidate assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of Candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any Candidate for violation of the School’s/District’s regulations or for other reasonable cause in accordance with the School’s/District’s standard policies or practice.

3. Compliance with Law.

(a) *Background Investigations.* (i) USC shall inform each Candidate being hosted by the School/District that they are required to complete a background check and receive appropriate clearance(s) in accordance with applicable state and local law prior to commencing any assignment at the School/District (e.g., a State-issued Certificate of Clearance in the case of a teacher placement in California). (ii) The School/District may impose requirements upon Candidates in addition to those required by state law as set forth in Section 3(a)(i) above (the “Additional Requirements”). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term of this Agreement). USC shall communicate all such Additional Requirements to Candidates, and shall advise Candidates to make any and all additionally required submissions directly

to the School/District. Upon notice to the Candidate, the School/District shall have the right to reject any Candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.

4. No Employment Relationship of Candidates.

(a) Candidates are students, and not employees of USC or the School/District. As such, they are not covered by USC's or the School's/District's workers' compensation policies.

(b) Candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC or the School/District. Candidates shall not displace any School/District employee.

(c) The School/District shall provide in writing any requirements for Candidates to obtain and maintain personal liability insurance coverage, which requirements may vary based on the applicable Program. USC shall communicate to Candidates any such School/District coverage requirements, provide reasonable assistance to Candidates in obtaining such coverage, and facilitate each Candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

5. Information, Hiring & Confidentiality.

(a) USC is a non-profit, educational research institution interested in evaluating the success of its graduates in impacting student achievement relative to comparable teachers, school counselors, school social workers, or other appropriate position, as the case may be. As such, USC may request the School/District to provide information to assist USC in its evaluative process. If available, the School/District shall provide such information to USC following any such reasonable request.

(b) The School/District may hire any Candidate(s) upon program completion, but is under no obligation to do so.

(c) USC shall not request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC request any Candidate to share any protected School/District data (whether about School/District students or personnel) with USC.

(d) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

6. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

7. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students, Candidates or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

8. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.

9. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in or for the County of San Diego, State of California.

10. Term, Termination and Renewal. The Term of this Agreement shall begin as of the later of the Effective Date or the date of the School's/District's signature set forth below ("Term Commencement Date") and continue through June 30<sup>th</sup> of the calendar year following the third anniversary of the Term Commencement Date. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a Candidate pursuant to Section 2(b) above, the School/District shall permit current Candidates to complete the current school year at the time of any such termination.

11. Notices. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):

(a) *If to the School/District:* San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173; Attn: Human Resources Department. Email address: linda.gonzales@syzschools.org / Facsimile No. (619) 662-1823.

(b) *If to USC:* University of Southern California, Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-504G, Los Angeles, CA 90089; attention: Dr. Kathy Stowe, Associate Dean of Academic Programs; Facsimile No. (213) 740-5799.

12. Limitation of Liability. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill or any indirect economic damages whatsoever), from causes of action of any kind, including contract, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, or otherwise, even if the party at fault or in breach has been advised or had reason to know in advance of the possibility of incurring such damages.

13. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.

14. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and fully supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, between the parties hereto or any of their respective affiliates regarding such subject matter. Any waiver, change in, amendment, addition, supplement or other modification of any provision of this Agreement will be valid and effective only if in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in San Diego, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims and disputes. Each party shall be responsible for their own costs and expenses of the arbitration, including without limitation attorneys’ fees. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard and tried only in the courts of the State of California for the County of San Diego or the Federal District Court for the Central California for the County of San Diego or the Federal District Court for the Central District of California. Each of the parties hereto hereby irrevocably and unconditionally waives any right(s) to trial by jury in any action or proceeding arising under this Section 15 and each party further waives any defense of lack of in personam jurisdiction of said courts. Each party agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys’ fees.

16. No Agency; No Assignment. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

- Signature page next -

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties affix their respective hands below:

<b>SAN YSIDRO SCHOOL DISTRICT</b>	<b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE USC ROSSIER SCHOOL OF EDUCATION AND THE USC SUZANNE DWORAK-PECK SCHOOL OF SOCIAL WORK</b>
<b>Print Name:</b>  Marilyn Adrianzen _____	<b>Print Name:</b>  _____
<b>Signature:</b>  _____	<b>Signature:</b>  _____
<b>Dated:</b> _____	<b>Dated:</b> _____
<b>Board Approved:</b>	

**TEACHING CANDIDATE ADDENDUM  
TO THE ROSSIER PLACEMENT AGREEMENT**

This Teaching Candidate Addendum to the School/School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a teacher of record, in the following categories: (i) “Observation Students” (*e.g.*, recess observation, lunchtime interactions, interactions with parents/teachers, etc.); (ii) “Research Students” (*e.g.*, case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.); and (iii) “Student Teachers” (*i.e.*, “Guided Practice”, with “Guiding Teachers”, as defined in Section 3 below). USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as Observation Students, Research Students and Student Teachers, the length of assignments, and the distribution of assignments.

3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School’s/District’s recommendations, USC’s observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences (“Guiding Teacher”).

(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.

(c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the Student Teacher (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC Student Teacher Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (*e.g.*, CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher’s completion of his or her guided learning assignment, USC shall pay, or direct a designated third party to pay, an honorarium of \$350.00 directly to each Guiding Teacher for his or her participation in a Student Teacher’s guided learning assignment. The School/District agrees that USC may require Guiding Teachers to submit reasonable documentation to USC prior to USC making payments hereunder.

(b) USC shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC

to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC for any such payment(s). For the avoidance of doubt, in the event that USC makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from the Agreement with respect thereto.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC shall pay the corresponding honorarium on a pro rata basis.

(d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment (“TPA”) of its students as part of USC’s teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any Student Teacher may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Student Teachers to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Student Teacher ) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.

7. Performance Data. Should the School/District hire any teacher Candidate(s), the School/District shall support USC’s program evaluation initiatives by sharing student-level performance data for students he or she teaches to measure teacher efficiency relative to other Master of Arts in Teaching graduates and to other new teachers prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 7 shall survive the expiration or termination of the Agreement for any reason.

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties affix their respective hands below:

<b>SAN YSIDRO SCHOOL DISTRICT</b>	<b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION</b>
<b>Print Name:</b> <u>Marilyn Adrianzen, CBO</u>	<b>Print Name:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Dated:</b> _____	<b>Dated:</b> _____
<b>Board approved:</b>	

**SCHOOL COUNSELING CANDIDATE ADDENDUM  
TO THE ROSSIER PLACEMENT AGREEMENT**

This School Counseling Candidate Addendum to the School / School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a school-site supervisor of record. USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as School Counselor Students, the length of assignments, and the distribution of assignments.

3. School-site Supervisor.

(a) The School/District shall make recommendations to USC regarding [staff members] whom School/District believes are appropriate to serve as “School-site Supervisors” (defined below). Through the School’s/District’s recommendations, USC’s observations and School/District staff references, USC shall identify counselors and other staff working within the School/District to supervise and prepare School Counselor Candidates during their in-school experiences (“School-site Supervisors”).

(b) Both the School/District and USC shall approve the participation of any staff as a School-site Supervisor, provided that the School/District shall use its best efforts to approve a sufficient quantity of School-site Supervisors necessary to oversee the agreed-upon number of School Counselor Candidates placed within the School/District at any time.

(c) Should any School-site Supervisor become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative School-site Supervisor to the School Counselor Candidate (excluding a substitute teacher that replaces the original School-site Supervisor within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC School Counselor Candidate shall be required to sit for and pass applicable, state-specific exams (*for example, in California, the California Basic Educational Skills Test*), as applicable in the Candidate’s state of residence, prior to the commencement of his or her assignment as a School Counselor Candidate.

5. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. As such, any Candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Candidate ) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e., under the age of legal competence*). The School/District may provide reasonable assistance to Candidates in obtaining signatures on such forms.

6. Performance Data. Should the School/District hire any school counselor Candidate(s), the School/District shall support USC’s program evaluation initiatives by sharing student-level performance data for students he or she counsels to measure school counselor efficiency relative to other Master of Education in School Counseling graduates and to other new school counselors prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 6 shall survive the expiration or termination of the Agreement for any reason.

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties affix their respective hands below:

<b>SAN YSIDRO SCHOOL DISTRICT</b>	<b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION</b>
<b>Print Name:</b> <u>Marilyn Adrianzen, CBO</u>	<b>Print Name:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Dated:</b> _____	<b>Dated:</b> _____
<b>Board approved:</b>	

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Information Management Systems  
Todd Lewis, Director

Informational  
 Action

**AGENDA ITEM:** DISPOSAL OF OBSOLETE, DAMAGED AND OUTDATED TECHNOLOGY EQUIPMENT

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**BACKGROUND INFORMATION:**

The District periodically has inventory items that become obsolete and are recommended for disposal, donation or sale on an "As is" basis. At this time, the items listed below are no longer needed by the District and/or are no longer usable due to age and/or disrepair. The items are determined to have no use by District staff and will be sold/auctioned in compliance with the California Education Code Sec. 17546 (a) (b) (c). Please refer to the attached list of items that will be disposed of or sold on an "As is" basis.

The Information Management Services Department regularly evaluates District equipment and has determined that there are approximately 436 items that are obsolete and/or beyond repair. These items include old projectors, Chromebooks, computers, and various parts/cables. It is recommended that they be disposed of by means of recycling. Recycling International is a company that has been used in the past to dispose of this type of equipment in a safe and secure manner. A portion of the revenue generated through this process will be remitted to the District. The list of equipment is attached.

**RECOMMENDATION:**

Approve the disposal of technology equipment that is obsolete, damaged, outdated and/or beyond economic repair in accordance to California Educational Code 17546(c) and Board Policy 3270.

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

Goal No. 2: Base Services and Safety

2.1 Maintain basic operating services of the District including MOT personnel, transportation, contracted services, and utilities.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-21 Budget?

Yes     No

Requisition #

**TBD**  
(Amount)

**General Fund**  
(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

DISPOSAL OF TECHNOLOGY EQUIPMENT  
Board Meeting 02-11-21

SYSD TAG or Serial #	Description	Device	Reason
009340SYSD	Epson PowerLite 85+	Projector	Non-Working
009473SYSD	Epson PowerLite 85+	Projector	Non-Working
009369SYSD	Epson PowerLite 85+	Projector	Non-Working
009397SYSD	Epson PowerLite 85+	Projector	Non-Working
009413SYSD	Epson PowerLite 85+	Projector	Non-Working
011189SYSD	Epson PowerLite 85+	Projector	Non-Working
009337SYSD	Epson PowerLite 85+	Projector	Non-Working
010586SYSD	Epson PowerLite 85+	Projector	Non-Working
013654SYSD	Epson PowerLite 85+	Projector	Non-Working
010569SYSD	Epson PowerLite 85+	Projector	Non-Working
009365SYSD	Epson PowerLite 85+	Projector	Non-Working
009405SYSD	Epson PowerLite 85+	Projector	Non-Working
008036SYSD	Epson power lite 83C	Projector	Non-Working
010577SYSD	Epson power lite 83C	Projector	Non-Working
010501SYSD	Epson power lite 83C	Projector	Non-Working
005757SYSD	Epson power lite 83C	Projector	Non-Working
008477SYSD	Epson power lite 83C	Projector	Non-Working
005916SYSD	Epson power lite 83C	Projector	Non-Working
007331SYSD	Epson power lite 83C	Projector	Non-Working
005681SYSD	Epson power lite 83C	Projector	Non-Working
006338SYSD	Epson power lite 83C	Projector	Non-Working
010550SYSD	Epson power lite 83C	Projector	Non-Working
011280SYSD	Epson power lite 83C	Projector	Non-Working
007348SYSD	Infocus LP820	Projector	Non-Working
N/A	Carboard box holding various electronic waste/parts such as broken keyboards and various cables	Various parts	Non-Working
009409SYSD	Epson power lite 83+	Projector	Non-Working
010509SYSD	Epson power lite 85+	Projector	Non-Working
011276SYSD	Epson power lite 83C	Projector	Non-Working
014959SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014284SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013241SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
004697SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
X 6020355	Chormebook HP 14"	Chromebook	Broken/ missing keys
004688SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
004706SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
018640SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001730	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001740	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001728	Chormebook HP 14"	Chromebook	Broken/ missing keys

DISPOSAL OF TECHNOLOGY EQUIPMENT  
Board Meeting 02-11-21

<b>SYSD TAG or Serial #</b>	<b>Description</b>	<b>Device</b>	<b>Reason</b>
017562SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
017572SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
004027SYSD	HP Chromebook 11G5 EE	Chromebook	Broken power input connector
004030SYSD	HP Chromebook 11G5 EE	Chromebook	Broken power input connector
004010SYSD	HP Chromebook 11G5 EE	Chromebook	Broken power input connector
004029SYSD	HP Chromebook 11G5 EE	Chromebook	Broken power input connector
004038SYSD	HP Chromebook 11G5 EE	Chromebook	Broken power input connector
013420SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013454SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
015168SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013417SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013454SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014957SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013422SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014391SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013394SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014398SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013396SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014416SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014376SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014329SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014331SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014425SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014475SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014422SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014271SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014927SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014316SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014932SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
015123SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014451SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014448SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014439SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013487SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014908SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014923SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014318SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014469SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014963SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014403SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys

DISPOSAL OF TECHNOLOGY EQUIPMENT  
Board Meeting 02-11-21

<b>SYSD TAG or Serial #</b>	<b>Description</b>	<b>Device</b>	<b>Reason</b>
013217SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013452SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013446SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
013444SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014306SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014327SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014884SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014296SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014328SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014338SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014874SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014336SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014976SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
014973SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
X6132063	DELL Chromebook 11	Chromebook	Broken/ missing keys
5CD8237W6V	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001965	Chormebook HP 14"	Chromebook	Broken/ missing keys
017526SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001942	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001947	Chormebook HP 14"	Chromebook	Broken/ missing keys
004188SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
017613SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
017527SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
017543SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
6BL0K42	DELL Chromebook 11	Chromebook	Missing keys
88L0K42	DELL Chromebook 11	Chromebook	Missing keys
A001561	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001089	Chormebook HP 14"	Chromebook	Broken/ missing keys
62L0K42	Chormebook HP 14"	Chromebook	Broken/ missing keys
004286SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
017516SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
017623SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001650	Chormebook HP 14"	Chromebook	Broken/ missing keys
018609SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001278	Chormebook HP 14"	Chromebook	Broken/ missing keys
004643SYSD	Chormebook HP 14"	Chromebook	Broken/ missing keys
X 115223	DELL Chromebook 11	Chromebook	Broken/ missing keys
X 115238	DELL Chromebook 11	Chromebook	Broken/ missing keys
004759SYSD	HP CB 14 G3	Chromebook	bad baterry
A001217	Chormebook HP 14"	Chromebook	Broken/ missing keys

DISPOSAL OF TECHNOLOGY EQUIPMENT  
Board Meeting 02-11-21

SYSD TAG or Serial #	Description	Device	Reason
A001300	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001315	Chormebook HP 14"	Chromebook	Broken/ missing keys
A001136	HP Chromebook 14 G4	Chromebook	missing keys
A001158	HP Chromebook 14 G4	Chromebook	missing keys
A001154	HP Chromebook 14 G4	Chromebook	missing keys
A001138	HP Chromebook 14 G4	Chromebook	missing keys
A001218	HP Chromebook 14 G4	Chromebook	missing keys
A001153	HP Chromebook 14 G4	Chromebook	missing keys
A001140	HP Chromebook 14 G4	Chromebook	missing keys
A001044	HP Chromebook 14 G4	Chromebook	missing keys
A001134	HP Chromebook 14 G4	Chromebook	missing keys
A001045	HP Chromebook 14 G4	Chromebook	missing keys
A001047	HP Chromebook 14 G4	Chromebook	missing keys
A001036	HP Chromebook 14 G4	Chromebook	missing keys
A001039	HP Chromebook 14 G4	Chromebook	missing keys
A001150	HP Chromebook 14 G4	Chromebook	missing keys
A001030	HP Chromebook 14 G4	Chromebook	faulty video
A001173	HP Chromebook 14 G4	Chromebook	microphone issue
A001091	HP Chromebook 14 G4	Chromebook	Screen broken
A001763	HP Chromebook 14 G5	Chromebook	Bad touch pad
017636SYSD	HP Chromebook 14 G5	Chromebook	Screen broken
SY25000019	HP Chromebook 14 G5	Chromebook	Screen broken
A001828	HP Chromebook 14 G5	Chromebook	video camere faulty
A001895	HP Chromebook 14 G5	Chromebook	Doesn't turn on
A001868	HP Chromebook 14 G5	Chromebook	Screen broken
A001204	HP Chromebook 14 G5	Chromebook	Doesn't turn on
SY1600181	HP Chromebook 14 G5	Chromebook	video camere faulty
A001992	HP Chromebook 14 G5	Chromebook	Screen broken
SY3300099	HP Chromebook 14 G5	Chromebook	Screen broken
A001956	HP Chromebook 14 G5	Chromebook	Video Issue Black Screen
014975SYSD	HP Chhromebook 14 SMB	Chromebook	Bad mic
013438SYSD	HP Chhromebook 14 SMB	Chromebook	Screen broken
014974SYSD	HP Chhromebook 14 SMB	Chromebook	missing key
013377SYSD	HP Chhromebook 14 SMB	Chromebook	Bad battery
004015SYSD	HP Chromebook 11 GS EE	Chromebook	Screen efective blinks
A001652	Acer Chromebook N 16 P1	Chromebook	Screen broken
A001490	Acer Chromebook N 16 P1	Chromebook	Missing key
018965SYSD	Acer C851 mod:N18Q7	Chromebook	Screen Broken
013424SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013447SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)

DISPOSAL OF TECHNOLOGY EQUIPMENT  
Board Meeting 02-11-21

SYSD TAG or Serial #	Description	Device	Reason
013469SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
015126SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
014417SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
014408SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013316SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
014260SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
014344SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
015049SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
015008SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013488SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013310SYSD	HP Chromebook 14-SMB	Chromebook	O.S. corrupted
013282SYSD	HP Chromebook 14-SMB	Chromebook	Missing Keys
015086SYSD	HP Chromebook 14-SMB	Chromebook	Mother board issue no power
015020SYSD	HP Chromebook 14-SMB	Chromebook	Mother board issue no power
013402SYSD	HP Chromebook 14-SMB	Chromebook	O.S. corrupted
014431SYSD	HP Chromebook 14-SMB	Chromebook	Screen issue doesn't turn on
013358SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013329SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013378SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013354SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013336SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013373SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013332SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013379SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013359SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013322SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013381SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013299SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013324SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013353SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013216SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
014419SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013270SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013475SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
014459SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013331SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013330SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013343SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013365SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
014967SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)

DISPOSAL OF TECHNOLOGY EQUIPMENT  
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SYSD TAG or Serial #	Description	Device	Reason
014263SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
014954SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
014942SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013341SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013386SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76)
013263SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013228SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013244SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013255SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013257SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013269SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013242SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013253SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013259SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013219SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013212SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013327SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013214SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013319SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013309SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013321SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013317SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013308SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013249SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013223SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013243SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013231SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013320SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013303SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013305SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013286SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013262SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013266SYSD	HP Chromebook 14-SMB	Chromebook	End of Life (wont update beyond v76 & Missing keys)
013236SYSD	HP Chromebook 14-SMB	Chromebook	Broken screen & Missing keys
013312SYSD	HP Chromebook 14-SMB	Chromebook	Bad keyboard
013252SYSD	HP Chromebook 14-SMB	Chromebook	Bad keyboard
013247SYSD	HP Chromebook 14-SMB	Chromebook	Bad battery
015059SYSD	HP Chromebook 14-SMB	Chromebook	Bad battery
013278SYSD	HP Chromebook 14-SMB	Chromebook	Bad battery
004650SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)

DISPOSAL OF TECHNOLOGY EQUIPMENT  
Board Meeting 02-11-21

<b>SYSD TAG or Serial #</b>	<b>Description</b>	<b>Device</b>	<b>Reason</b>
004648SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018612SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018601SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018602SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
BW0HY22	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004661SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
014101SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004649SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004646SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018608SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004651SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004656SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018607SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004726SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004665SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004659SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004662SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018605SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004657SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004653SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018594SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018603SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004658SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018600SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018642SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018613SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004652SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018621SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018604SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004642SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018617SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018638SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004640SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018599SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018623SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018610SYSD	Dell Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004630SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
004635SYSD	DELL Chromebook 11	Chromebook	End of Life (wont update beyond v76)
018633SYSD	DELL Chromebook 11	Chromebook	Screen broken
004755SYSD	HP Chromebook 14 G4	Chromebook	Some key doesn't work

DISPOSAL OF TECHNOLOGY EQUIPMENT  
Board Meeting 02-11-21

SYSD TAG or Serial #	Description	Device	Reason
A001048	HP Chromebook 14 G4	Chromebook	Missing Keys
A001037	HP Chromebook 14 G4	Chromebook	Missing Keys
A001054	HP Chromebook 14 G4	Chromebook	Missing Keys
A001183	HP Chromebook 14 G4	Chromebook	Missing Keys
A001197	HP Chromebook 14 G4	Chromebook	Broken screen
A001099	HP Chromebook 14 G4	Chromebook	Bad touch pad
A001769	HP Chromebook 14 G5	Chromebook	Bad keyboard
004525SYSD	HP Chromebook 14 G5	Chromebook	Missing Keys
SY3300040	HP Chromebook 14 G5	Chromebook	Broken screen
004114SYSD	HP Chromebook 14 G5	Chromebook	MB issue doesn't turn on
SY3300097	HP Chromebook 14 G5	Chromebook	bad screen doesn't turn on
004308SYSD	HP Chromebook 14 G5	Chromebook	Screen issue -pixels damaged
SY2000030	HP Chromebook 14 G5	Chromebook	Battery issue not holds charge
004096SYSD	HP Chromebook 14 G5	Chromebook	Key board issue - Bad MB
004150SYSD	HP Chromebook 14 G5	Chromebook	Bad battery
SY2000090	HP Chromebook 14 G5	Chromebook	Broken screen
004439SYSD	HP Chromebook 14 G5	Chromebook	Missing key + broken screen
SY2000089	HP Chromebook 14 G5	Chromebook	Broken screen
A001767	HP Chromebook 14 G5	Chromebook	Broken screen
004422SYSD	HP Chromebook 14 G5	Chromebook	Bad touch pad
A001897	HP Chromebook 14 G5	Chromebook	Broken screen
A001764	HP Chromebook 14 G5	Chromebook	Bad battery or MB issue
A001825	HP Chromebook 14 G5	Chromebook	Bad video & bad battery
017520SYSD	HP Chromebook 14 G5	Chromebook	Doesn't turn on & bad battery
017537SYSD	HP Chromebook 14 G5	Chromebook	Doesn't turn on & bad battery
017528SYSD	HP Chromebook 14 G5	Chromebook	Doesn't turn on & bad battery
017523SYSD	HP Chromebook 14 G5	Chromebook	Doesn't turn on & bad battery
017611SYSD	HP Chromebook 14 G5	Chromebook	Doesn't turn on & bad battery
A001771	HP Chromebook 14 G5	Chromebook	Broken sc& bad barenttery
SY1200102	HP Chromebook 14A G5	Chromebook	Broken screen
SY2400002	HP Chromebook 14A G5	Chromebook	Broken screen
SY2000060	HP Chromebook 14A G5	Chromebook	Broken screen
SY1800124	HP Chromebook 14A G5	Chromebook	Broken screen
004017SYSD	HP Chromebook 11 GS ee	Chromebook	Broken power plug connector
004036SYSD	HP Chromebook 11 GS ee	Chromebook	Broken power plug connector
A001613	Acer Chromebook CB3-431	Chromebook	bad screen doesn't turn on
A001646	Acer Chromebook N16Pc1	Chromebook	Bad battery
A001624	Acer Chromebook CB3-431	Chromebook	Totally destroyed
A001632	Acer Chromebook CB3-431	Chromebook	Totally destroyed
A001417	Acer Chromebook CB3-431	Chromebook	Screen doesn't show image

DISPOSAL OF TECHNOLOGY EQUIPMENT  
Board Meeting 02-11-21

<b>SYSD TAG or Serial #</b>	<b>Description</b>	<b>Device</b>	<b>Reason</b>
A001407	Acer Chromebook CB3-431	Chromebook	Broken screen
A001476	Acer Chromebook CB3-431	Chromebook	Missing key and key board issue
234250	011774SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237034	011830SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237041	011837SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234243	011767SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234245	011769SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234207	011731SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234209	011733SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234167	011701SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234151	011685SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234261	011785SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237019	011815SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234237	011761SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237044	011840SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234157	011691SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234219	011743SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234166	011700SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234162	011696SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
224517	011653SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234220	011744SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234153	011687SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234216	011740SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234270	011794SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237042	011838SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234154	011688SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237015	011811SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237056	011852SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237067	011863SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237076	011872SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237079	011875SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234205	011729SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237045	011841SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234204	011728SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
224516	011652SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234149	011683SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234178	011712SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234251	011745SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237047	011843SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234279	011803SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)

DISPOSAL OF TECHNOLOGY EQUIPMENT  
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SYSD TAG or Serial #	Description	Device	Reason
237064	011860SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234258	011782SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234240	011764SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237058	011854SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234195	N/T	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234213	011737SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234262	011786SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234196	011720SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237023	011819SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234159	011693SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234171	011705SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237016	011812SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237028	011824SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237017	011813SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234275	011799SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234256	011780SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234253	011777SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237043	011839SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
224524	011660SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237077	013729SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237052	011848SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234255	011779SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234142	011676SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234264	011788SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237038	011834SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234266	011790SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234143	011677SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237031	011827SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237078	011874SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237062	011858SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237073	011869SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237070	011866SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234203	011727SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234214	011738SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237075	011871SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234231	011755SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237036	011832SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234144	011678SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234202	011726SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237061	011857SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)

DISPOSAL OF TECHNOLOGY EQUIPMENT  
Board Meeting 02-11-21

SYSD TAG or Serial #	Description	Device	Reason
237074	011870SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234215	011739SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237059	011855SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234152	011686SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237022	011818SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237021	011817SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234233	011757SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237048	011844SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237039	011835SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234197	011721SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234198	011722SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234194	011718SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237025	011821SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234235	011759SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237046	011842SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237018	011814SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237020	011816SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234206	011730SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237068	011864SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237033	011829SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237053	011849SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237057	011853SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237051	011847SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234229	011753SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237050	011846SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237066	011862SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234254	011778SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
234232	011756SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237072	011868SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237027	011823SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237071	011867SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237063	011859SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
237040	011836SYSD	Computer i5 Black Tower Southlad technology	End of life (very slow or non-working)
005160SYSD	CISCO SWITCH CATALYST 3550 SERIES DOESN'T WORK	Switch	No longer working
z68-1860-01	CATALYST 6500 SERIES SWITCH MODULE NO LOGER IN USE	Switch Assessory	End of life or non longer working

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Nutrition Services  
Evelyn Zarzosa, Director

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH EMS LINQ INC.

---

**BACKGROUND INFORMATION:**

The services provided by EMS LINQ Inc. include a unique Nutrition website designed for San Ysidro School District in support of the Child Nutrition Services (CNS) Department in the promotion, communication and education of students, parents and teachers about the benefits of making smart nutrition choices leading to healthy habits that will last a lifetime. Through this user friendly website, CNS can provide interactive nutrition tools and resources to promote the District's wellness objectives by providing an easy to manage Online Menu Design, Mobile Menus and USDA regulation information and legal statements.

This Amendment is to update the Meals Plus System to Titan, a faster and more efficient software system. It is imperative that the District transition into the new system before the current system is removed. The District will move into the new system at no additional cost.

- 2020-21 No cost to transition
- 2021-22 \$11,500.00
- 2022-23 \$11,500.00

**RECOMMENDATION:**

Approve the agreement with EMS LINQ Inc. to update and transition to Titan, a new software system that hosts the Child Nutrition database at a cost of \$23,100.00 from the Child Nutrition Fund.

---

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

Goal No. 2: Base Services and Safety

2.1 Maintain basic operating services of the District.

**Renewal**     **New**     **Amendment**     **Ratify**     **Other**

Financial Implications?

Yes     No

2020-21

**\$23,100.00**

(Amount)

Are funds for this item available in the 2020-2021 Budget?

Yes     No

**Child Nutrition Fund 13**

(Name of funding source and/or location)

Requisition #

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

# EMS LINQ

Connecting the K-12 Community

2528 Independence Blvd Suite 200  
Wilmington, NC 28412

Phone: 800.541.8999  
Fax: 910.799.5427  
Email: jverduco@linq.com

**Quote #:** Q-21583-1  
**Date:** 12/15/2020 10:42 AM  
**Expires On:** 3/15/2021

## Customer Contact

Evelyn Zarzosa  
(619)428-4476 X3011  
evelyn.zarzosa@syzdschools.org

## Bill To

San Ysidro Elementary School District  
4350 Otay Mesa Rd  
San Ysidro, CA 92173

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Joe Verduco	jverduco@linq.com	12 months	Net 30

## Terms & Conditions

Year 1

(September 1, 2020 - August 31, 2021)

This grouping of products represents your first invoice. It includes your first year subscription products as well as any one-time fees.

QTY	PRODUCT	UNIT PRICE	NET PRICE	EXTENDED
1.00	Professional Services, Remote (SERV101)	\$3,750.00	\$3,750.00	\$3,750.00
7.00	Student Management w/Application Processing (TSTU100-75)	\$450.00	\$450.00	\$3,150.00
7.00	Inventory (TINV100-75)	\$450.00	\$450.00	\$3,150.00
12.00	Point of Service (TPOS100-75)	\$200.00	\$200.00	\$2,400.00
7.00	Production Records (TPRO100-75)	\$175.00	\$175.00	\$1,225.00
1.00	Menu Planning w/Nutritional Analysis (TMP100)	\$830.00	\$830.00	\$830.00
1.00	Purchasing (TPUR100)	\$795.00	\$795.00	\$795.00
1.00	Family Portal (family.titank12.com)	\$0.00	\$0.00	\$0.00
1	Conversion Credit	\$-15,300.00	\$-15,300.00	\$-15,300.00
			<b>Subtotal:</b>	\$0.00

Year 2

(September 1, 2021 - August 31, 2022)

QTY	PRODUCT	UNIT PRICE	NET PRICE	EXTENDED
7.00	Student Management w/Application Processing (TSTU100-75)	\$450.00	\$450.00	\$3,150.00
7.00	Inventory (TINV100-75)	\$450.00	\$450.00	\$3,150.00
12.00	Point of Service (TPOS100-75)	\$200.00	\$200.00	\$2,400.00
7.00	Production Records (TPRO100-75)	\$175.00	\$175.00	\$1,225.00
1.00	Menu Planning w/Nutritional Analysis (TMP100)	\$830.00	\$830.00	\$830.00
1.00	Purchasing (TPUR100)	\$795.00	\$795.00	\$795.00
1.00	Family Portal (family.titank12.com)	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>				\$11,550.00

Year 3

(September 1, 2022 - August 31, 2023)

QTY	PRODUCT	UNIT PRICE	NET PRICE	EXTENDED
7.00	Student Management w/Application Processing (TSTU100-75)	\$450.00	\$450.00	\$3,150.00
7.00	Inventory (TINV100-75)	\$450.00	\$450.00	\$3,150.00
12.00	Point of Service (TPOS100-75)	\$200.00	\$200.00	\$2,400.00
7.00	Production Records (TPRO100-75)	\$175.00	\$175.00	\$1,225.00
1.00	Menu Planning w/Nutritional Analysis (TMP100)	\$830.00	\$830.00	\$830.00
1.00	Purchasing (TPUR100)	\$795.00	\$795.00	\$795.00
1.00	Family Portal (family.titank12.com)	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>				\$11,550.00

<b>Tax:</b>	\$0.00
<b>Shipping:</b>	
<b>Grand Total:</b>	\$23,100.00

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the Services on this Order Form?

If yes, please provide PO Number and Amount below:

Upon signature by Customer and submission to EMS LINQ Inc., this Order Form shall become legally binding unless this Order Form is rejected by EMS LINQ Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

This Order Form is governed by the terms of the EMS LINQ Inc. Agreement found at <https://www.linq.com/legal/agreements>, unless (i) Customer has a written agreement executed by EMS LINQ Inc. for such Services as referenced in the Documentation, in which case such written EMS LINQ Inc. agreement will govern or (ii) otherwise set forth herein.

The Subscription Term for any Services added by Customer after the beginning of the then-current Subscription Term ("Additional Services") shall be coterminous with the then current Subscription Term for the existing Services. Subscription Charges for Additional Services shall be at the Subscriber's Subscription Charges under the then current Subscription Term, unless otherwise expressly agreed by the parties in writing. Any discount provided to Subscriber is applicable only to the initial Subscription Term detailed in this Order Form, unless otherwise expressly agreed by the parties in writing, and will not be applied to any subsequent Subscription Term.

**AUTHORIZATION**

By signing this Order Form the Customer authorizes that it has read it and agrees to its terms.

Customer: San Ysidro School District  
Signature:  
Name:  
Business Title:  
Authority Level:  
Date:

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

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

**AGENDA ITEM:** AGREEMENT WITH C. FINANCIAL SERVICES, INC. DBA  
KEYANALYTICS, A DIVISION OF CALIFORNIA FINANCIAL SERVICES

---

**BACKGROUND INFORMATION:**

The District is required to conduct several analysis and submit reports to government agencies. In order to be in compliance, the District would like to retain the services of C. Financial Services, Inc. dba KeyAnalytics, a division of California Financial Services (CFS). CFS will assist the District in developing, implementing and managing a Facilities Financial Management and Reporting System that is integrated with the District's existing fiscal system operated by the County and the District. Services include, fees are per each attached Exhibit:

- KeyStone Solutions Project Reporting and Tracking Services,
- Specialized State Revenue Generation Services,
- Development Impact Fee Justification Services (includes SFNA)
- Annual and Five-Year Reportable Fees Report
- Special Tax Consulting Services,
- Community Facility District Annual Administration Services,

Term: October 1, 2020 to December 31, 2021

**RECOMMENDATION:**

Approve the agreement with C. Financial Services, Inc. dba KeyAnalytics, a division of California Financial Services to provide consulting and analytical services at an estimated cost of \$100,000.00 from the Building fund, Capital Projects fund and/or 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 2020-2021 Budget?

Yes     No

Requisition #

TBD  
(Amount)

Building Fund, Capital Projects, and/or  
General Fund  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of February, 2021, by and between the San Ysidro School District, hereinafter called the "District", and

C. Financial Services, Inc. dba KeyAnalytics  
a division of California Financial Services  
\_\_\_\_\_  
Company/Consultant

(909) 282-1077  
\_\_\_\_\_  
Telephone Number

555 Corporate Dr., Ladera Ranch, CA 92694  
\_\_\_\_\_  
Address

www.Calschools.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: October 1, 2020

To: December 31, 2021

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 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:** 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.  
**District waives** \_\_\_\_\_
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.  
**District waives** \_\_\_\_\_

# 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 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 **Additional Insured 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). 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 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 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>C. Financial Investment, Inc. dba KeyAnalytics, a division of California Financial Services</b>	
Name:	Steven Gald	
Title:	Executive Vice President	
Address:	555 Corporate Drive, Suite 100	
City/State/Zip Code:	Ladera Ranch, CA 92694	
Telephone:	(949) 282-1077	
Email:	sgald@calschools.com	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	Marilyn.adrianzen@sysdschools.org	

# 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. Coronavirus Addendum is made part of this 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

**C. Financial Investment, Inc.  
Dba KeyAnalytics, a division of California  
Financial Services**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Steven Gald, Executive Vice President

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

### DISTRICT

**San Ysidro School District**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved:

Revised 08-01-2020

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A**

**SCOPE OF SERVICES**

	Description	Fees
Exhibit A-1	Keystone Solutions Project Tracking and Reporting Services	\$40,000 Annual
Exhibit A-2	Specialized State Revenue Generation Services	2% of SAB apportionment Plus other fees TBD
Exhibit A-3	Development Impact Fee Justification Services SFNA	\$8,500.00 \$7,250.00
Exhibit A-4	Annual & 5-year Report	\$3,000.00 Report \$500 Attend Board Meeting
Exhibit A-5	Special Tax Consulting Services	Per Rate Schedule
Exhibit A-6	Community Facilities District Annual Administration Services	CFD No. 1 \$12,000 CFD No. 2 \$12,000 CFD No. 3 \$16,000

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**EXHIBIT A-1**  
**STATEMENT OF WORK**

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***KEYSTONE SOLUTIONS***  
**PROJECT TRACKING**  
**AND REPORTING SERVICES**

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# STATEMENT OF WORK

## KEYSTONE SOLUTIONS PROJECT TRACKING AND REPORTING SERVICES

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### SERVICES TO BE PROVIDED BY CONSULTANT

KEYANALYTICS, A DIVISION OF CALIFORNIA FINANCIAL SERVICES (“CONSULTANT”) shall assist the SAN YSIDRO SCHOOL DISTRICT (“DISTRICT”) in developing, implementing, and managing a **Facilities Financial Management and Reporting System** that is integrated with the DISTRICT’s existing fiscal system operated by the County and/or the DISTRICT. The CONSULTANT shall receive financial data from the DISTRICT at least monthly in a form exported from the DISTRICT’s Fiscal System to be uploaded by the CONSULTANT to its **KeyStone Reporting Platform**. The Financial Management & Reporting System is designed to enhance the ability of the DISTRICT to:

1. Track all major revenue/funding sources identified by the DISTRICT that are being utilized to fund the DISTRICT’s School Funding Program including G.O. Bonds, COPs, State grants, developer mitigation revenues, and other financing and funding sources, if applicable, in a comprehensive and cumulative system.
2. Track all other School Funding Program revenue sources identified by the DISTRICT so that each revenue source can be viewed individually and in a combined manner with other revenue sources.
3. With initial assistance from the CONSULTANT (if applicable), the DISTRICT shall provide specific direction to establish budget categories for each authorized school project, project component, and revenue/funding source(s).
4. Report disbursement of funds from each revenue source for each school project and each expenditure category, as directed by the DISTRICT.
5. Track cumulative fund account activities (across fiscal years) for each DISTRICT fund account including, but not limited to Building Fund 21, State Fund 35, Developer Fee Fund 25, and other Capital Facility and/or Municipal Funding Program fund accounts (including Trustee bank accounts where applicable), as identified by the DISTRICT, as applicable.
6. In addition to the Standard Reports provided with the **CFS InternetAccess** platform, prepare a monthly **FACILITY PROJECT SUMMARY REPORT** identifying budgets, encumbrances, disbursements and remaining balances for each designated school project within the School Funding Program according to the DISTRICT’s specifications.
7. Prepare a periodic **COMPREHENSIVE FACILITY PROJECT BUDGET AND CASH FLOW UPDATE REPORT** that includes a summary of budgets, encumbrances, disbursements, remaining balances, and an overview of the active School Funding Program projects at a mutually agreed upon frequency as circumstances dictate.
8. Assist in preparing periodic reports for the Citizen’s Oversight Committee (COC) and DISTRICT auditors and attend initial COC meeting to review the capabilities of the **KeyStone Reporting Platform** and the content of the Bond Oversight reports;

9. Assist in preparing data and reports associated with the filing of the SAB 50-06 Expenditure Reports;
10. Provide Assistance with OPSC audit inquiries and responses (billed on an hourly basis);
11. Provide initial and ongoing training to DISTRICT staff including transition training as staff and job descriptions change within the DISTRICT and/or the CONSULTANT incorporates supplemental features into the **KeyStone Reporting Platform**.
12. Provide up to 5 gigabytes of storage for critical documents associated with the School Funding Program in the **KeyStone Reporting Platform's DATA VAULT**; and
13. Provide the DISTRICT's authorized staff with user names and passwords in order to enable web access to the **KeyStone Reporting Platform**.
14. Local Compliance Services including Preparing Specialized Reports
  - a. Assist the DISTRICT in providing documentation and information needed to comply with the local requirements established by the DISTRICT's Governing Board, Proposition 39 statutes, and internal accounting/auditing policies and procedures, including:
    - (1) Prepare up to 4 periodic Board/COC updates per year;
    - (2) DISTRICT priority school project progress and expenditures as Assist DISTRICT auditors by providing the data necessary to complete the annual performance audits required by Proposition 39
  - b. Assist DISTRICT auditors by providing information needed to complete the year-end closeout of DISTRICT funds and outstanding debt obligations.

## FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the **KeyStone Solutions Project Reporting and Tracking Services**, as described above, the following amounts:

1. ANNUAL FEE: \$40,000 for up to 12 hours per month of CONSULTANT staff time including uploading data and providing general support and assistance in reconciling future financial data and preparing reports for the COC, the Board, and DISTRICT auditors as directed by the DISTRICT. This fee is due in four quarterly installments (March, June, September and January);
2. OPSC AUDITS: A fee of \$250 per hour for assistance with OPSC audit responses or data requests. *The DISTRICT is under no obligation to contract with the CONSULTANT for OPSC audit assistance; AND*
3. DATA VAULT: storage for up to 5 gigabytes of District selected School Funding Program documentation for seven (7) years is included in the annual fee for services for so long as the CONSULTANT is continuously providing **KeyStone Solutions** services.

*Additional increments of 5 gigabytes can be purchased for \$150 per year. After seven (7) years, the DISTRICT may maintain its active **DATA VAULT** for a fee of \$250 per year or request the DISTRICT data be transferred to a storage medium provided to the CONSULTANT for a one-time fee of \$250.*

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**EXHIBIT A-2**  
**STATEMENT OF WORK**

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**SPECIALIZED STATE REVENUE**  
**GENERATION SERVICES**

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## **STATEMENT OF WORK**

### **SPECIALIZED STATE REVENUE GENERATION SERVICES**

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#### **SERVICES TO BE PROVIDED BY CONSULTANT**

*KEYANALYTICS, A DIVISION OF CALIFORNIA FINANCIAL SERVICES* (“CONSULTANT”) shall assist the SAN YSIDRO SCHOOL DISTRICT (“DISTRICT”) with specialized State Revenue Generation Services (“State Funding Services”) needed to develop, implement, and provide ongoing management support, of a State Revenue Generation Program needed to maximize and retain the DISTRICT’s current and future eligible State Grant Funds, including assistance with the following activities:

1. **PREPARE SUMMARY EDUCATIONAL SPECIFICATION:** In conjunction with the assigned architect, prepare SFPD 4.07 or 4.08 Educational Specification Summary for New Construction, Modernization and Overcrowded Relief Grant (“ORG”) projects (collectively, the “SFP Funding Amounts”) , including coordinating submittal of plans to the California Department of Education (“CDE”) for review and approval.
2. **PREPARE SFP FUNDING APPLICATIONS:** Prepare applications (SAB 50-04 Application for Funding) for each of the DISTRICT’s eligible Modernization, New Construction, ORG, and joint-use projects when working drawings are completed. Coordinate with the architect(s) to file requests for any excess funding or facility hardship categories, including ADA and Fire Life Safety and High Performance grants, which are eligible under the School Facility Program (“SFP”). Coordinate with architect(s)/cost estimator(s) to ensure the 60 percent commensurate rule established by the Office of Public School Construction (“OPSC”) is met for funding approval.
3. **APPLICATION REVISIONS:** Revise and/or update applications based on changes to the DISTRICT’s eligibility and/or SFP regulatory changes related to future statewide school bond issuances.
4. **NEW CONSTRUCTION ELIGIBILITY UPDATE:** Update New Construction eligibility based on current CBEDS/CALPADS data and City/County approved new housing tract maps provided by the DISTRICT.
5. **MODERNIZATION ELIGIBILITY UPDATE:** Update Modernization eligibility based on changes made by OPSC review of the DISTRICT’s initial modernization eligibility.
6. **FUND RELEASE:** Coordinate with DISTRICT staff, construction manager, and architect to prepare for release of State SFP Funding Amounts after each project has been apportioned including compliance with bidding, construction contract, and Labor Compliance requirements.
7. **STATE LIAISON:** Serve as a liaison with the OPSC and the CDE needed to monitor and facilitate the:

- a. Processing of preliminary and final plan approval;
  - b. State eligibility documents and applications for approval by the State Allocation Board (“SAB”) and subsequent apportionments of the State SFP Funding Amounts;
  - c. Monitor the application submittals to OPSC and SAB for final apportionment approval; and
  - d. Respond to the 15-day and 4-day letters initiated by OPSC through the processing of the funding application.
8. OTHER PLANNING SERVICES: Provide assistance to DISTRICT regarding other potential funding opportunities for other facility related projects upon request.

### **FEE SCHEDULE**

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the Specialized State Revenue Generation Services, as described above, the following amounts:

1. STATE FUNDING APPLICATION/MANAGEMENT: A fee equal of two (2) percent of the SAB apportionment for each project SFP Funding Amount that is due in two phases to the CONSULTANT for providing all of the services set forth in Items A through H above. The first phase of the fee totals \$3,500 per project application, and is due upon submittal of the funding application to the OPSC. The balance of the two percent fee is due upon the SAB action to apportion the SFP Funding Amounts; and
2. EDUCATIONAL SPECIFICATIONS: When applicable, a fee equal to \$5,000 per site for the coordination and development of the educational specifications when required for a new school or replacement school as described in Items J and I above. This fee is due upon submittal of the funding application to the OPSC.

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**EXHIBIT A-3  
STATEMENT OF WORK**

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**DEVELOPMENT IMPACT FEE  
JUSTIFICATION SERVICES**

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## **STATEMENT OF WORK**

### **DEVELOPMENT IMPACT FEE JUSTIFICATION SERVICES**

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#### **SERVICES TO BE PROVIDED BY CONSULTANT**

*KEYANALYTICS, A DIVISION OF CALIFORNIA FINANCIAL SERVICES* ("CONSULTANT") shall assist the SAN YSIDRO SCHOOL DISTRICT ("DISTRICT") with specialized consulting services to prepare a Developer Fee Justification Study covering both Residential and Commercial/Industrial Development ("Study") and a School Facilities Needs Analysis ("Analysis") for the District. The Study will justify statutory school fees for the District and identify the full school facilities impacts to be mitigated by these types of development within the DISTRICT. The Analysis will calculate and justify alternative school facilities fees. The specific activities to be performed by CONSULTANT include the following:

1. DEVELOPER FEE JUSTIFICATION STUDY PREPARATION SERVICES:
  - a. Calculate student generation factors ("SGF") by housing category (i.e., single family detached and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of the DISTRICT to residential data provided from the County Office of the Assessor ("Assessor").
  - b. Review the school facilities capacity of the DISTRICT as reported on SAB Form 50-02 to determine the number of students that can be adequately housed at each school level.
  - c. Review development plans and tract maps of jurisdictions (e.g., city or county) served by the DISTRICT, to estimate the number of future residential units by housing category that can be constructed within the School District.
  - d. Compare existing enrollment to facilities capacity, by school level, to determine whether any surplus seats exist to house students generated from future residential units.
  - e. Project the number of students to be generated by housing category and school level from future residential units within the School District.
  - f. Estimate the number and type of school facilities by school level that will need to be constructed or expanded by the School District based on the projected enrollment and the capacity of existing school facilities.
  - g. Reviewing and analyzing documents of the DISTRICT to estimate the cost of constructing or expanding the school facilities identified. If the DISTRICT cannot provide sufficient cost information regarding the construction or expansion of school facilities, costs will be estimated using the square footage and cost allowances established by the OPSC.
  - h. Estimate the "actual" school facilities impacts per unit and square foot of residential floor space by each housing category. Confirm that the "actual" school facilities

impacts per square foot of residential floor space exceeds the new Residential School Fee for a housing category.

- i. Estimate the employment generation rates per building square foot and per gross acre by commercial/industrial building and the employee migration factor for the DISTRICT utilizing prior studies prepared for the DISTRICT and/or data provided by the San Diego Association of Governments ("SANDAG") and the Bureau of the Census. Estimate the current number of workers per household within the DISTRICT (if possible, by commercial/industrial building) based on current housing and employment estimates by state and county agencies, supplemented by the Census and other available data. Project the number of new "local households" that will locate within the DISTRICT as a direct result of commercial/industrial development within the DISTRICT adjusting for new housing units.
  - j. Estimate student enrollment increases for each commercial/industrial building, based on SGFs and the local household impacts per commercial/industrial building unit.
  - k. Estimate additional student enrollment increases for each commercial/industrial building based on: (i) employment-related inter-district transfer rates and (ii) estimated student enrollment increases per commercial/industrial building.
  - l. Estimate the "actual" school facilities impacts per square foot of commercial/industrial floor space for commercial/industrial building. Confirm that the "actual" school facilities impact per square foot of commercial/industrial floor space for commercial/industrial building are less than the difference between the average "actual" school facilities as a result of the development of a residential unit and the estimated Residential School Fees for such unit.
  - m. Prepare draft and final version of a report presenting the findings of the Study. Final versions of the report can be provided in PDF format, in addition to bound copies.
2. SCHOOL FACILITIES NEEDS ANALYSIS PREPARATION SERVICES:
- a. Reviewing documentation (i.e., SAB Forms 50-01, 50-02, and 50-03) to determine if the DISTRICT has been eligible for new construction funding under the Leroy F. Greene School Facilities Act of 1998.
  - b. Determine if the DISTRICT meets two of the four need and funding effort requirements listed in Government Code Sections 65995.5(3)(C).
  - c. Identify excess capacity that can be used to house future students by comparing existing capacity to enrollment provided by the District and allocating any such capacity to students projected to be generated from future residential units.
  - d. Calculate student generation rates ("SGRs") by housing category pursuant to Government Code Section 65995.6 (b) (e.g., single family detached, single family attached, and multifamily) and school level for the DISTRICT by comparing enrollment data of the District to residential data of the County Assessor for residential units constructed in the previous five (5) years.

- e. Review information provided by the DISTRICT and/or gathered independently, from the planning agencies for the jurisdictions served by the DISTRICT to determine the number of residential units and estimated square footage to be constructed over the next five (5) years.
- f. Project the number of students to be generated by housing category and school level from future residential units within the DISTRICT based on the residential units to be constructed over the next five (5) years.
- g. Determine the school facilities that need to be expanded and/or constructed to accommodate students generated from future residential units.
- h. Determine the total cost impacts involved in providing the identified school facilities by multiplying the total number of students served by the per-pupil grant levels established in SB 50. In addition, site acquisition and site development costs per student at each school level shall be included.
- i. Identify local funds and/or assets of the DISTRICT which may be used to reduce the total school facility cost impacts. Calculate an adjusted total school facility cost impacts.
- j. Calculate the Alternative No. 2 Fee per square foot that the DISTRICT is justified in charging future residential development.
- k. Calculating the Alternative No. 3 Fee per square foot that the DISTRICT is justified in charging future residential development.
- l. Prepare drafts and final reports presenting the findings of the School Facilities Needs Analysis.
- m. Final versions of the Analysis can be provided in PDF format, in addition to bound copies.

## **FEE SCHEDULE**

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the Development Impact Fee Justification Services, as described above, the following amounts:

1. **DEVELOPER FEE JUSTIFICATION STUDY PREPARATION SERVICES:** The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of Developer Fee Study Preparation Services, as described above, a fixed fee of \$8,500 inclusive of all ordinary expenses. Ordinary expenses shall include expenses associated with (i) the acquisition of data required to prepare the Study and (ii) CONSULTANT'S attendance at two meeting at the DISTRICT's office. Such fee shall be payable once the final Study is delivered.
  
2. **SCHOOL FACILITIES NEEDS ANALYSIS PREPARATION SERVICES:** The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of School Facilities Needs Analysis Preparation Services, as described above, a fixed fee of \$7,250 inclusive of all ordinary expenses. Ordinary expenses shall include expenses associated with (i) the acquisition of data required to prepare the Analysis and (ii) CONSULTANT'S attendance at two meeting at the DISTRICT's office. Such fee shall be payable once the final Study is delivered.

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**EXHIBIT A-4**  
**STATEMENT OF WORK**

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**PREPARATION OF ANNUAL AND  
FIVE-YEAR REPORTABLE FEES REPORT**

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## **STATEMENT OF WORK**

### **Preparation of Annual and Five-Year Reportable Fees Report**

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#### **SERVICES TO BE PROVIDED BY CONSULTANT**

Government Code Sections 66006 and 66001 provide that the DISTRICT shall make available to the public certain information and adopt prescribed findings relative to school facility fees adopted pursuant to Education Code Section 17620 and Government Code Sections 65995 (“Level 1 Fees” and “Commercial/Industrial Fees” collectively, “Statutory School Facility Fees”) and Government Code Sections 65995.5, 65995.6 and 65995.7 (“Level 2 Fees” and “Level 3 Fees” collectively, “Alternative School Facility Fees”). The described information and findings may be contained in an Annual and Five-Year Reportable Fees Report (“Report”) that is approved by the DISTRICT’s Board.

*KEYANALYTICS, A DIVISION OF CALIFORNIA FINANCIAL SERVICES* (“CONSULTANT”) shall assist the SAN YSIDRO SCHOOL DISTRICT (“DISTRICT”) with specialized consulting services to prepare Report for the DISTRICT. The specific activities to be performed by CONSULTANT include the following:

1. Prepare a Report in compliance with applicable Government and Education Code Sections.
2. Assist the DISTRICT with the preparation of the necessary resolutions and public notices.
3. If requested by DISTRICT, attend one (1) Board meeting to review the Report with the Board and answer questions related to its content.

### **FEE SCHEDULE**

The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the preparation of a Report for the DISTRICT, as described above, the following amounts:

1. **REPORT FEE:** The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the preparation of a REPORT for a fixed fee of \$3,000.00 plus any ordinary expenses.
2. **BOARD MEETING FEE:** The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the CONSULTANT attending a Board meeting at which the Report is presented, a fixed fee of \$500.00 plus any ordinary expenses.

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**EXHIBIT A-5**  
**STATEMENT OF WORK**

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**Special Tax Consulting Services**



 *a Division of California Financial Services*

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## **STATEMENT OF WORK**

### ***SPECIAL TAX CONSULTING SERVICES***

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#### **SERVICES TO BE PROVIDED BY CONSULTANT**

*KEYANALYTICS, A DIVISION OF CALIFORNIA FINANCIAL SERVICES* ("CONSULTANT") shall assist the SAN YSIDRO SCHOOL DISTRICT ("DISTRICT") with the negotiation and implementation of mitigation terms related to the future impact of planned residential and commercial development. Such assistance shall include but not be limited to the following activities, as the DISTRICT deems necessary:

#### **1. ANNEXATION INTO COMMUNITY FACILITIES DISTRICTS:**

- a. Participate in meetings and conference calls as necessary throughout the annexation process.
- b. Gather information regarding property and planned development (acreage, number of units, unit's square footage, sales price, timing, and existing and proposed overlapping property taxes and assessments).
- c. Coordinate an estimated budget of the proposed improvements to be financed, including issuance costs related to the bonds.
- d. Prepare a Special Tax analysis including a variety of Special Tax categories based on the specific planned development. The analysis will include estimating effective tax rates and maximum Special Tax coverage.
- e. Coordinate the preparation of a boundary map (in accordance with the Streets and Highways Code) 18-inch by 26-inch format suitable for recording as well as an 8-inch by 11 -inch format, including a configuration of parcels, at the time of district annexation.
- f. Coordinate the appropriate signatures for the map and record the boundary map after approval by the DISTRICT's Board.
- g. Verify the number of registered voters within the proposed annexation area with the Registrar of Voters.
- h. Prepare an annexation report.
- i. Assist with the preparation of documents, Board resolutions and presentations required by DISTRICT for the annexation.
- j. Attend relevant meetings of the DISTRICT's Board and prepare Board presentations for staff and/or present such presentations directly to the Board.

## **2. FORMATION OF COMMUNITY FACILITIES DISTRICTS:**

- a. Participate in meetings and conference calls as necessary throughout the formation process.
- b. Gather information regarding property and planned development (acreage, number of units, unit's square footage, sales price, timing, and existing and proposed overlapping property taxes and assessments).
- c. Prepare an estimated budget of the proposed improvements to be financed, including issuance costs related to the bonds.
- d. Prepare a Special Tax analysis including a variety of Special Tax categories based on the anticipated development. The analysis will include effective tax rates and maximum Special Tax coverage.
- e. Review Special Tax analysis with funding team, modify if necessary and finalized prior to moving forward with the formation.
- f. Develop the Rate and Method of Apportionment of Special Tax ("RMA") based on the Special Tax analysis described above.
- g. Coordinate the preparation of a boundary map in accordance with the Streets and Highways Code, 18-inch by 26-inch format suitable for recording as well as 8-inch by 11 - inch format including a configuration of parcels at the time of district formation.
- h. Coordinate the appropriate signatures for the map and record the boundary map after approval by the DISTRICT's Board.
- i. Verify the number of registered voters within the proposed Community Facilities District ("CFD") with the Registrar of Voters.
- j. Prepare the Community Facilities District Report in accordance with Government Code Section 53321.5.
- k. Assist with the preparation of documents, Board resolutions and presentations required by DISTRICT for the formation of the CFD.
- l. Attend relevant meetings of the DISTRICT's Board and prepare Board presentations for staff and/or present such presentations directly to the Board.

## **3. ISSUANCE OF CFD BONDS AND OTHER SECURITY TYPES TO BE REPAYED BY SPECIAL TAXES:**

- a. Create tables for the Preliminary Official Statement and Official Statement where customary or otherwise requested. These tables typically include:
  - 1) Maximum Special Tax coverage
  - 2) Effective tax rate table showing the tax rate projected to be on an average developed parcel in the CFD
  - 3) Projected Special Taxes based on development status at bond sale
  - 4) Sample tax bill

5) Direct and overlapping debt

- b. Review Preliminary Official Statement and Official Statement with respect to information included in the Community Facilities District Report, additional bond issues, foreclosure covenants, disclosure agreements, and escrowed proceeds (if applicable).
- c. Review the fiscal agent agreement/bond indenture prepared by Bond Counsel.
- d. Review and sign the Special Tax Consultant Certificate certifying that the maximum Special Tax rates are sufficient to meet debt service requirements for all bonds commonly secured by the special tax.

## FEE SCHEDULE

The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the rendering of the Special Tax Consulting Services, as described above, based on following amounts:

- 1. ANNEXATION INTO COMMUNITY FACILITIES DISTRICTS AND FORMATION OF COMMUNITY FACILITIES DISTRICTS:** The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the services listed under Annexation Into Community Facilities Districts and Formation of Community Facilities Districts an amount based on the time and materials expended and the following hourly rates:

HOURLY RATES	
Principal	\$250/Hour
Vice President	\$225/Hour
Senior Associate	\$185/Hour
Associate	\$125/Hour
Support Staff	\$100/Hour

- 2. ISSUANCE OF CFD BONDS AND OTHER SECURITY TYPES TO BE REPAYED BY SPECIAL TAXES:** The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the rendering of the services associated with the Issuance of CFD Bonds and other security types (collectively, the "Bonds") to be repaid from the Special Taxes, an amount based on the fees listed below:

MAXIMUM FEE PER ISSUANCE	
Bonds Repaid by a Single CFD	\$30,000/Issuance
Bonds Repaid by Multiple CFDs	\$20,000/CFD

The fees associated with the issuance of Bonds are due upon the successful closing of each issuance of Bonds.

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**EXHIBIT A-6**  
**STATEMENT OF WORK**

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**Community Facilities District  
Annual Administration Services**



 *a Division of California Financial Services*

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**STATEMENT OF WORK**  
**COMMUNITY FACILITIES DISTRICT ANNUAL**  
**ADMINISTRATION SERVICES**

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**SERVICES TO BE PROVIDED BY CONSULTANT**

KEYANALYTICS, A DIVISION OF CALIFORNIA FINANCIAL SERVICES ("CONSULTANT") shall assist the SAN YSIDRO SCHOOL DISTRICT ("DISTRICT") with the annual administration of Community Facilities District ("CFD") Special Taxes. Such assistance shall include but not be limited to the following activities:

1. **CFD SPECIAL TAX LEVY CALCULATION:** Annually calculate and submit the Special Tax roll to be levied on the secured roll of the County. The procedures to accomplish this will include the following activities:
  - a. **Determine Annual Special Tax Requirements** - Prepare analysis for each CFD reflecting cost recovery needs, pending debt service requirements and fund balances available to pay the current year's debt service, all administrative expenses, and if required, any amounts needed to replenish the reserve fund.
  - b. **Update Files with New Parcel Information** - Using building permit and final map information available from appropriate municipalities, identify all new assessor parcel numbers that are subject to the Special Tax for the current fiscal year and integrate this information with all prior year's data. If applicable, files will be updated to reflect any prepayments of the Special Tax.
  - c. **Maintain Information on Undeveloped Property** - Update and maintain relevant information on all additional property within the CFD boundaries that currently may not be subject to a Special Tax, but which may/will be in the future.
  - d. **Update Special Tax Rates and Tax Roll** - Perform analysis to produce updated Special Tax levy that reflects the current taxable parcels, pertinent parcel information for determining taxing category and rate, and the current year's Special Tax and effective maximum tax. Produce a table of tax rates to be included with the resolution authorizing the Special Tax.
  - e. **Annual Special Tax Report** – Prepare an annual report that outlines the calculation of the Special Tax levy and the utilization of Special Taxes and bond proceeds on authorized projects. The contents of the Annual Special Tax Report will meet the obligation of the DISTRICT to disclose the utilization of Special Tax and bond proceeds under Senate Bill 165.
  - f. **Transmit Information to County for Application to the Secured Roll** - Produce a data file of the current year's charges in the required format and deliver to the auditor's office with a letter of authorization identifying the number and amount of the charges.

**g. Process All Unapplied Charges** - If necessary, identify unapplied charges and research corrected parcel numbers. Resubmit under corrected assessor's parcel numbers prior to auditor's resubmittal deadline.

**2. CFD SPECIAL TAX DELINQUENCY MANAGEMENT:** Monitor Special Tax payment delinquencies and assist DISTRICT in complying with all delinquency-related bond covenants. The procedures to accomplish this include:

- a. Obtain delinquency listings after each Special Tax installment due date from the County.
- b. Prepare a detailed report after each installment payment due date outlining the aggregate delinquency level and listing each individual delinquent property owner.
- c. Cause to be mailed a letter informing the delinquent property owner(s) of their current delinquency status.
- d. Obtain a delinquency listing after the close of the fiscal year from the County.
- e. Prepare a detailed report at the close of each fiscal year outlining the aggregate delinquency level and listing each individual delinquent property owner.
- f. Cause to be mailed a delinquency demand letter to delinquent property owner(s) informing said property owners of their current delinquency status.
- g. In situations where debt has been issued and covenants exist regarding delinquencies, inform the DISTRICT and/or it's Counsel of the procedural steps that must be followed if any delinquency continues, and identify all of the steps that have taken place as of that time.

**3. CFD SPECIAL TAX INQUIRIES:** Respond to all inquiries made by staff, property owners or developers related to the Special Tax. The response to each inquiry will be initiated within one business day of receipt of such inquiry. The inquiring party will be provided with either immediate information or an estimate of when the information will be forthcoming in this 24-hour period.

**4. CFD SPECIAL TAX PREPAYMENT:** Determine the Special Tax prepayment amount for all property owners desiring to prepay their Special Tax obligation as provided for in the Rate and Method of Apportionment or applicable resolutions. The procedures to accomplish this will include the following activities:

- a. Develop a prepayment calculation worksheet and procedure for each CFD.
- b. Provide interested property owners with necessary forms and prepayment information.
- c. Prepare, notarize and distribute the Notice of Special Tax Cancellation.
- d. Identify for the property owner and DISTRICT the collection and distribution of prepayment funds and record appropriate documents with the Recorder's Office of the County.

- 5. TRUSTEE/FISCAL AGENT ACCOUNT ACTIVITY TRACKING & REPORTING:** Receive account activity from the Trustee/Fiscal Agent for each CFD financing and uploaded all activity into the *CFS KeyStone Reporting Platform*. Once the activity is uploaded the DISTRICT will be able to:
- a. Track CFD revenue/funding sources that are being utilized to fund the DISTRICT's program, in a consolidated, comprehensive and cumulative system.
  - b. View CFD revenue sources individually and in a combined manner with other revenue sources.
  - c. Establish and track budget categories for each authorized school project, project component, and revenue/funding source(s) associated with the CFDs.
  - d. Report disbursement of funds from each CFD revenue source for each school project and each expenditure category.
  - e. Track cumulative fund account activities (across fiscal years) for each CFD.

## FEE SCHEDULE

The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the rendering of the services associated with Community Facility District Annual Administration Services, as described above, based on the annual fee schedule below:

- 1. ANNUAL FEE:** All CFDs which levy a Special Tax each year shall be subject to an annual flat fee based on the table below.

CFD	ANNUAL FEE
CFD No. 1	\$12,000
CFD No. 2	\$12,000
CFD No. 3	\$16,000

These fees will be calculated annually and are due in four quarterly installments (September, January, March and June).

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Smythe School  
Russell Little, Principal

Informational  
 Action

**AGENDA ITEM:** SUBSCRIPTION AGREEMENT WITH BRAIN POP

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**BACKGROUND INFORMATION:**

Brain POP offers unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across Smythe’s curriculum, SEL-themed topics, and embedded creative and computational projects on Brain POP and Brain POP Jr. Brain POP offers an array of resources and tools to meet every student’s interests and needs while developing their critical, computational, and creative thinking skills across the curriculum.

The Principal of Smythe Elementary School is requesting approval to purchase the subscription from Brain POP. Term: 12-month subscription (February 2021 to February 2022).

**RECOMMENDATION:**

Approve the subscription agreement with from Brain POP for Smythe Elementary at the total cost of \$3,250.00 from the Title I fund.

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

Goal 1: Continue to provide supplemental programs and resources to support student achievement in core content areas

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

\$3,250.00  
(Amount)

Title I - Smythe  
(Name of funding source and/or location)

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Recommended for:     Approval     Denial

Certification Requested     Yes     No



# Quote

Date	Quote #
02/04/2021	US5191936060R

Payment Status  
Open

Bill To Attention
Smythe School California United States

Username	E-mail
	russell.little@sysdschools.org

Item	Type	Qty	Description	Rate	Amount
School Combo 24/7	New	1	Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr.	3,250.00	3,250.00
Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on <a href="http://www.brainpop.com">www.brainpop.com</a> , as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.				Total	\$3,250.00

a

San Ysidro School District  
Board Approved: \_\_\_\_\_

\_\_\_\_\_  
SYSD Authorized Representative: Marilyn Adrianzen, CBO

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: Russell Little Authorized Signature: Russell Little  
Title: Principal Date: Feb 5 2021

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Page 2 of 13

\*Please include any applicable tax exemption certificates for the school/district along with your order.

Remit to: BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax: 866-867-6629  
Please make all checks payable to 'BrainPOP'. Email: [purchaseorders@brainpop.com](mailto:purchaseorders@brainpop.com)

## Terms of Use

Last updated on June 15, 2020

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MINORS: SOME PORTIONS OF THE SERVICES ARE NOT INTENDED FOR MINORS, INCLUDING BRAINPOP EDUCATORS, THE ABOUT BRAINPOP PAGE AND THE STORE. ALSO, REGISTERING AN ACCOUNT REQUIRES SUPERVISION OF A PARENT OR LEGAL GUARDIAN IF YOU ARE A MINOR.

EDUCATORS: IF YOU ARE AN EDUCATOR, WHETHER IN A PUBLIC OR PRIVATE SCHOOL OR EDUCATIONAL ORGANIZATION, THEN, YOU ARE REPRESENTING AND WARRANTING TO US THAT YOU ARE AUTHORIZED TO AGREE TO THESE TERMS OF USE ON BEHALF OF YOUR ORGANIZATION AND YOUR STUDENTS.

The services are operated by BrainPOP LLC and its related companies (“we,” “us”). If you have any questions concerning our Services or the respective operator(s), you may contact us at the following address:

**BrainPOP**

71 W 23rd St., 17th Fl.

New York, NY 10010

Phone: 212.574.6000

Email: [info@brainpop.com](mailto:info@brainpop.com) (<mailto:info@brainpop.com>)

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## PRIVACY POLICY

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Our Services may provide you with an “Embedded Features” option that enables you to incorporate certain Content into your own personal, non-commercial websites for use in accessing the materials on our Services (“Embedding”). Your use of Embedding, is subject to these Terms of Use, in all respect, including, but not limited to limitations imposed by the Use License. You must provide a prominent link back to our Services on all pages containing the Embedded Features. Please note that all of the limitations and restrictions and all of the terms included in these Terms of Use apply to the use of this feature. We reserve the right to revoke the license to use the Embedded Features for any reason in our sole discretion and without providing you with explanations or clarifications. You agree to remove the Embedded Features from our Services immediately upon request from us.

## **USER CONTENT**

### ***Student Records:***

Student Records are records that are directly related to a student and maintained by BrainPOP on behalf of a school or district subscriber. Each school or district has access to a user-friendly administrator dashboard that allows direct control over the Student Records at all times. The administrator(s) appointed by the school or district can create, update, review, modify, and delete individual accounts, and monitor logins within the individual accounts. We will solely use the Student Records for the purpose of providing and enhancing teacher and student use of the Services.

For more information about Student Records, see our **Privacy Policy** ([https://www.brainpop.com/about/privacy\\_policy](https://www.brainpop.com/about/privacy_policy)).

### ***Other User Content:***

Certain functionalities within adult-facing pages of our Services may allow you to submit, upload, post, or create (collectively “submit”) certain types of content (“User Content”). Except for Student Records as defined in our Privacy Policy, you acknowledge and agree that we do not guarantee any confidentiality with respect to any User Content you submit.

You shall retain all ownership rights to and shall be solely responsible for your own User Content and the consequences of submitting and publishing such User Content. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to create and publish any User Content you submit. You may not upload or post any User Content on our Services that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may upload only User Content that you are permitted to upload by the owner or by law.

By submitting any User Content other than Student Records as defined in our Privacy Policy, you grant us a worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and freely transferable license to use, publish, reproduce, distribute, disseminate, copy, prepare derivative works of, and display, in whole or in part, the User Content, without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content, and you hereby waive any claim to the contrary. You acknowledge and agree that such User Content may be utilized by our users in various ways over which we do not have any control and you expressly release us from any claims with respect to any use of User Content by any third parties.

We do not endorse any User Content submitted to our Services and expressly disclaim any and all liability in connection with such User Content. We reserve the right to remove or modify any User Content in any manner, at any time and without prior notice. If you find any inappropriate Content on our Services, we encourage you to report such inappropriate content to: [info@brainpop.com](mailto:info@brainpop.com) (<mailto:info@brainpop.com>).

## USER CONTENT RESTRICTIONS

We strictly prohibit the use of our Services for offensive, illegal or harming purposes. You agree not to use our Services (i) to create, edit, post or share any content that is harmful, unlawful, obscene, libelous, racist, hateful, or criminal or that violates the privacy of others, or any other illegal, offensive or inappropriate content, or (ii) for purposes that are illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise objectionable, as determined in our sole and absolute discretion.

You further agree not to use our Services in a manner that (i) is unlawful, fraudulent, deceptive, or impersonates any person or entity; (ii) uses technology or other means to access unauthorized content or non-public spaces or reverse engineer any functionalities of our Services; (iii) uses any type of automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces; (iv) introduces or attempts to introduce viruses or any other harmful computer code or programs that interrupt, destroy or limit the functionality of our Services or related servers and networks; (v) attempts to gain unauthorized access to our Service's users' accounts; (vi) constitutes a criminal offense or otherwise encourages criminal conduct; (vii) gives rise to civil liability; (viii) violates these Terms of Use in any manner; (ix) fails to comply with the Terms of Use applicable to Third Party Content; or (x) uses our Services for creating, sharing and sending unsolicited commercial messages.

Display of User Content on our Services does not constitute our approval or endorsement thereof. We reserve the right to remove any content that we deem to be illegal, offensive or inappropriate, in our sole discretion, and we reserve the right to take action against the user submitting such User Content, including, but not limited to, suspending any or all use of our Services, in any way or manner, or terminating such user's account.

## **USER ACCOUNT**

Certain content and functionalities of the Services require registration in order to be able to enjoy such content and functionalities. We reserve the right to decide which content and functionalities require registration or will require registration in the future. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password. You are entirely responsible for any and all activities which occur under your user account. You agree to immediately notify us of any unauthorized use of your user account or any other breach of security known to you.

If you provide any information that is untrue, inaccurate, or incomplete (including but not limited to falsely self-identifying), or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of our Services.

In the course of the registration process to certain features or products in our Services, you may be entitled to upload a profile picture to your account. The profile picture you upload may not contain nudity, obscenity, sexually explicit material or contain images of people which have not given you a prior written permission to use their image.

## **STUDENT ACCOUNTS**

Our individual accounts system allows you to create student accounts. If you are an educator, you warrant and represent that you are authorized to use our Services with your students on behalf of your school and/or district.

If you are a school, a district or an educator using the individual accounts on behalf of your students, including in a free trial, you warrant and represent that you are authorized to act on parents'/guardians' behalf or that you have obtained consent from parents or guardians of your students in accordance to the laws governing your jurisdiction.

## **APPLICATIONS**

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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Educational Services  Informational  
Cynthia Gonzalez, Executive Director  Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH HIGH TECH HIGH GRADUATE SCHOOL OF EDUCATION TO IMPLEMENT THE CARE NETWORK

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**BACKGROUND INFORMATION:**

This Memorandum of Understanding (MOU) sets forth the understandings and intentions of the Local Educational Agency (LEA) and High Tech High Graduate School of Education (HTH GSE) regarding their shared goal and provides a framework for cooperation. It outlines the background; roles and responsibilities; and financial obligations of the LEA and the HTH GSE for their collaboration on the implementation of a district plan that will help support the launch of the CARE Network funded by the Bill & Melinda Gates Foundation.

The CARE Network will be implemented at San Ysidro Middle and Vista Del Mar Middle Schools to build school continued improvement capacity and allow them to learn from other middle schools. Funding for the CARE Network will be provided by the GATES Foundation and additional funding will be available for teacher substitute cost for participating teachers.

District Middle Schools agree to the following:

- Attend and participate in multiple convenings each year in San Diego (sub cost will be covered)
- Collect and share student level data in a timely manner with HTH GSE and CARE Network data partners EDUCATION ANALYTICS (EA) and CORE, prior to the January 2021 launch and at several required points throughout the year to assess progress and guide improvement efforts.
- Engage in regular collaborative routines to look at student-level data and test/adapt interventions to support and increase the number of 8th grade students who are on-track.

The term of this agreement is from February 12, 2021 to June 2025.

**RECOMMENDATION:**

Approve the Memorandum of Understanding with High Tech High Graduate School of Education to implement the CARE Network program at San Ysidro Middle and Vista Del Mar Middle Schools from February 2021 to June 2025.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement – Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

Grant Award:  
TBD  
(Amount)

**CARE Network Grant**  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**MEMORANDUM OF UNDERSTANDING  
REGARDING COOPERATION  
Between the**

**HIGH TECH HIGH GRADUATE SCHOOL OF EDUCATION**

**And the**

**SAN YSIDRO SCHOOL DISTRICT**

**I. INTRODUCTION**

This **Memorandum of Understanding** (“MOU”) is entered into this February 12, 2021 by and between the **HIGH TECH HIGH GRADUATE SCHOOL OF EDUCATION** (“HTH GSE”), and the **SAN YSIDRO SCHOOL DISTRICT** (“LEA”).

HTH GSE and the LEA share the goal of using continuous improvement to increase the number of students who are Black, Latinx, Indigenous or from low-income backgrounds who have a strong academic identity and are on-track in 8th grade to graduate high school and successfully enter college and career. The LEA and HTH GSE wish to share their respective strengths and resources to support initiatives that advance this common goal in Southern California.

**A. PURPOSE OF MEMORANDUM**

This MOU sets forth the understandings and intentions of LEA and HTH GSE with regard to their shared goal and provides a framework for cooperation. It outlines the background; roles and responsibilities; and financial obligations of the LEA and HTH GSE for their collaboration on the implementation of a district plan that will help support the launch of the **CARE Network** (“CARE”) funded by the **Bill & Melinda Gates Foundation** (“Foundation”).

**II. TERM**

The term of this MOU shall be from the date it is signed through the end of June 2025. Either party may terminate this MOU for cause resulting from breach of the other party upon providing ninety (90) days advance written notice and an opportunity to resolve the issue with the other party.

**III. COMMITMENT**

The parties acknowledge that it is vital to the success of the program that HTH GSE deliver and LEA take part in all of the activities required during the duration of the grant.

## **A. LEA RESPONSIBILITIES**

- Attend and participate in three two-day convenings each year in San Diego. Each school will bring a team composed of relevant personnel including a school administrator, 1-4 8th grade teachers, a data person familiar with the schools student information system, 1-2 support staff focused on 8th grade, with district leadership support. *Team participation should be consistent to ensure continuity of the work.*
- Team members will also participate in required as well as optional virtual convenings during the action periods between these virtual or in-person events.
- Designate a member of the team who will serve as a Success Team Lead, coordinating the work of the team during action periods and serving as a liaison to CARE. This person will participate in biweekly coaching calls with HTH GSE faculty and other Success Team Leads, and may receive additional training to build their capacity as an improvement coach.
- Engage in a series of iterative learning cycles during the action periods between convenings to understand their system, identify and explore root causes, and test/adapt “high-leverage” interventions that support 8th grade success.
- Collect and share student level data in a timely manner—including, but not limited to, the data outlined in Section III.B—with HTH GSE and CARE Network data partner EDUCATION ANALYTICS (EA), prior to the January 2021 launch and at several required points throughout the year to assess progress and guide improvement efforts.
- Distribute and support the completion of surveys to assess student, faculty and parent perceptions of school climate and support for 8th grade success.

## **B. DATA SHARING**

Student level data will be collected and used in the following ways during the LEAs participation in the network:

- To guide school team improvement efforts
- To measure the effectiveness of the continuous improvement grant

To support school teams as they engage in the continuous improvement process EA and the HTH GSE will support schools in collecting student level data. The list in Table 1 outlines the data that EA seeks to collect from the district for all 6th, 7th and 8th grade students from participating schools. EA and HTH GSE will specify the format for sharing.

### **Ed-Fi onboarding, hosting and maintenance for participating schools and LEAs**

To support incoming student analytics and mid-year progress monitoring, EA will onboard, host, and maintain Ed-Fi Operational Data Stores for participating schools and LEAs. Leveraging the Ed-Fi infrastructure will enable more comparable progress monitoring across LEAs and will set up this project for wider scale. Because of Ed-Fi's open source nature, analytics developed within this approach will both be extensible within participating districts as well as with any in the CORE Data Collaborative engaging in the Ed-Fi program. EA will support Ed-Fi implementation for schools within CARE within its existing grant funding. EA can provide Ed-Fi implementations for schools outside of the NSI for additional costs. Further, the participating schools will have access to the analytics and dashboards generally made available to other participants in the CORE-EA Ed-Fi program. Participating LEAs would participate in the CORE-EA Early Adopter Program –[see this link](#), at no cost to the LEA. For more information about Ed-Fi, see [www.ed-fi.org](http://www.ed-fi.org)

To support Ed-Fi onboarding, districts will engage with Education Analytics and their SIS vendors to push data to an Ed-Fi ODS managed by EA on a scheduled basis. The timeline for these implementations is outlined in [this document](#).

EA will also share access to ED-FI Data Stores with the HTH GSE in order for the HTH GSE to support LEA school team improvement efforts. In addition, CARE will support school teams in gathering and uploading data to the ED-FI Data Stores to measure outcomes of school team iterative learning cycles. These data include data that would be collected as part of regular classroom teaching and learning and could include, but are not limited to, student perception data related to engagement and belonging, and student work completion data.

LEA schools participation in the CARE Network is a randomized control trial (RCT) and follows a delayed entry structure. The grant will initially support up to half of the middle school teams who apply to participate. In order to choose the schools fairly the Gates appointed evaluation team from MATHEMATICA will randomly assign half of the selected schools to join the CARE Network in the first year (launching in Jan 2021), and half to join after the first three years of the grant (SY 2023-24).

The LEA district's participation in the CARE Network involves the following evaluation requirements to be conducted by Mathematica:

- Annual survey of principals and teachers in network schools and comparison control schools (similar schools not initially participating in the network).
- Annual survey of educators who serve as team leads for their school's continuous improvement activities, as well as a phone interview with team leads in two schools.

- Annual site visits (virtually if needed) each fall and spring in up to two network schools that include interviews, focus groups, and observations of continuous improvement activities.
- Collection of de-identified student administrative data across multiple school years, including student demographic information, student test scores, and data on students’ grade point average, course credits, course failures, attendance, and suspensions. These data will be collected at three points in time over the course of the grant (the district will separately provide student administrative data annually to meet the Foundation’s grant reporting requirements). Wherever possible, these data will be shared directly through EA to minimize the burden on the LEA.

EA will also support sharing de-identified student-level row level data with Double Line Inc., the Data Services Partner identified by the Foundation to ensure secure data sharing. Double Line Inc. will facilitate sharing of non-identifiable student-level data in aggregate form using appropriate suppression methods to the Foundation, as well as Foundation identified partners including the Center for Public Research and Leadership at Columbia University, Catalyst Ed, Mathematica, and Partners in Network Improvement. In addition, non-identifiable student-level data will be shared by Double Line Inc. with summative evaluator(s) in non-aggregated form. LEAs will also distribute and support the completion of surveys to assess student, faculty, and parent perceptions of school climate and support for 8th grade success.

Table 1. Data Sources for Network Participation & Reporting

<b>Data Source</b>
School
Student Unique Identifier
Race
Ethnicity
Socio-Economic Status
SPED status
English Learner/Limited English Proficiency
Gender
First Generation College Student
GPA
Courses taken/enrolled in and Course Marks
ELA & Math CAASPP scores
Attendance
Behavior

## **C. SOFTWARE PLATFORMS**

To help schools best utilize software platforms to achieve network goals, CARE will provide optional support to schools in using a database and a text messaging service. CARE will provide access to appropriate software and provide technical assistance to school staff in the use of these tools. CARE staff may interact with student level data as part of providing technical support to schools on these platforms. Schools retain the exclusive right to schedule and send all text messages sent on the texting platform. CARE staff retain the right to produce aggregated reports without exposing any student level identifiers on the data housed within these software platforms

## **D. CARE RESPONSIBILITIES**

HTH GSE staff serve as a hub for CARE. Specifically, CARE will:

- Provide coaching and content expertise around continuous improvement and 8th grade success to all participating LEA teams
- Partner with LEA teams to develop their continuous improvement capacity and support LEA teams in engaging in learning cycles to achieve network goals
- Support LEA teams in developing systems to gather 8th grade success data at key points in the year and use this data to guide learning
- Convene the CARE Network in-person and virtually to build connections across the network, share resources, and accelerate network collective learning
- Curate key findings and practices that support 8th grade success for CARE members and external audiences

Additionally, both LEA and HTH GSE will work together to achieve the objectives, which are outlined below.

## **E. OBJECTIVES FOR THE PROJECT**

The LEA and the HTH GSE agree to work collaboratively to increase the number of students who are Black, Latinx, Indigenous or from low-income students who have a strong academic identity and are on-track in 8th grade to graduate high school and successfully enter college and career. To achieve this shared goal, we will focus on four critical drivers of that support students in graduating middle school on track to succeed:

- 1) Early warning systems for noticing when students are struggling, and working collaboratively to design and track interventions that help students succeed.
- 2) Strong student-teacher relationships where adults know students well, see them as whole people, and nurture their positive identity development.
- 3) Culturally responsive instruction that disrupts inequitable status dynamics and builds diverse

students' cognitive capacities, while affirming their identities as learners and sense of belonging.

- 4) Supportive 8th-9th grade transition so students are able to start strong and stay on-track in 9th grade.

#### **IV. COMMUNICATIONS AND PUBLICITY**

- A.** LEA and CARE intend to communicate regularly with each other to coordinate their efforts under this MOU via phone, email, videoconference, and meetings.
- B.** For purposes of the work performed under this MOU, LEA and HTH GSE will be represented by the persons holding or acting in the following positions. Each will coordinate the work and efforts of their respective institutions in collaboration with their colleagues at their respective institutions:
  - **For LEA:**
    - Irene Herrera-Cevallos, Principal for Vista Del Mar Middle School
    - Maria C. Rodriguez, Principal for San Ysidro Middle School
  - **For High Tech High GSE:**
    - Daisy Sharrock, Director, CARE Network
    - Stacey Callier, Director, Center for Research on Equity and Innovation
- C.** LEA must obtain HTH GSE's written approval before (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of CARE name or logo. Please email either of the names above from CARE to request permission.

#### **V. PAYMENT AND INVOICING**

- A.** Under the terms of this agreement, HTH GSE shall reimburse the LEA for substitute pay costs incurred to fulfill the obligations stated in the LEA responsibilities. LEA will complete the necessary expenses reporting documentation and submit to CARE for reimbursement.

#### **VI. RELATIONSHIP OF PARTIES**

Nothing contained in this Understanding shall authorize, empower, or constitute either party as the agent of the other; authorize or empower either party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other party; or authorize or empower either party in any manner to make any representation, warrant, covenant,

agreement, or commitment on behalf of the other; without the express written consent of the other party.

**VI. INDEMNIFICATION**

Contractor shall indemnify and hold harmless District, its officials, officers, employees, volunteers and agents (District Indemnitees) only for negligent acts, errors, or omissions of Contractors or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the District and its Indemnitees in a claim or suit. No indemnity shall be provided by Contractor for any liability imposed upon District and its Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

District shall indemnify and hold harmless Contractor, its employees, agents and subcontractors (“Contractor Indemnitees”) for negligent acts, errors, or omissions of District, its officials, officers, employees, volunteers and agents and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Contractor Indemnitees in a claim or suit. No indemnity shall be provided by District, its officials, officers, employees, volunteers and agents for any liability imposed upon Contractor and Contractor Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

**VII. 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.

**HTH GSE**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Ben Daley

Title: President

**SAN YSIDRO SCHOOL DISTRICT**

Authorized Representative: Marilyn Adrianzen, CBO

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board Approved: \_\_\_\_\_

**Participating LEA Schools:**

VISTA DEL MAR MIDDLE SCHOOL

Primary Contact: Irene Herrera-Cevallos, Principal

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SAN YSIDRO MIDDLE SCHOOL

Primary Contact: Maria C. Rodriguez, Principal Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Education Analytics**

Primary Contact: Charlie Hartman

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## Ed-Fi Early Adopter SY 2020-2021 Information

The CORE-EA Ed-Fi based data system is being designed to securely and seamlessly connect local educational data source systems to a data warehouse and analytics engine that will provide data-driven insights and inform decisions for education agencies, school district administrators, and teachers. Any educational technology that's powered by Ed-Fi whether a student information system, a rostering tool, assessment software, etc. can connect with a central LEA data system via API to provide real time data interoperability. Our goal with this project is to allow all CORE LEAs to have access to collaboration wide development of Ed-Fi technology and analytics and to help California become a leader in secure data interoperability.

In SY 2019-20, we have focussed our efforts on specific metrics based upon the highest needs and interests of the selected group of the “challenge grant” LEAs that have served as trailblazers in our efforts.

**For SY2020-21, we are opening up CORE-EA Ed-Fi System to additional LEAs and consortia.**

### What you will receive:

Benefits	Lead Education Agency (LEA)	Consortia (e.g. Counties)
 <p><b>Ed-Fi Operational Data Store (ODS)</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Your own Ed-Fi ODS, hosted by CORE’s partners at Education Analytics</li> <li><input type="checkbox"/> ODS will be connected to the LEA’s Student Information System (SIS) and potentially other source systems</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Designated access to your LEA’s Ed-Fi ODS if permitted by the LEA</li> </ul>
 <p><b>Analytics Data Warehouse</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Access a CORE/EA data warehouse partitioned for your LEA</li> <li><input type="checkbox"/> Access to historical data with consistent data quality</li> <li><input type="checkbox"/> Time saved in standardizing, preserving, and storing data</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Designated access to your LEAs’ data in the analytics data warehouse if permitted by the LEA</li> </ul>
 <p><b>Continuous Improvement Secure Dashboards</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Access regularly updated dashboards on a few focal areas (e.g. attendance, on-trackness, etc.)</li> <li><input type="checkbox"/> Define role level security specific visuals to display data at the LEA, school, grade, classroom, and student level</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Designated access to utilizing these secure dashboards in support of the LEA if permitted by the LEA</li> </ul>

## Implementation Timeline

<b>Summer 2020</b>	<ul style="list-style-type: none"> <li>● Set up your Ed-Fi ODS</li> <li>● Delegate role expectations and responsibilities with your IT team for on-boarding and set up</li> <li>● Initiate descriptor mapping process between SIS and Ed-Fi ODS and push data from your SIS to your Ed-Fi ODS</li> </ul>
<b>Fall 2020</b>	<ul style="list-style-type: none"> <li>● Complete descriptor mapping process and begin quality assurance</li> <li>● Repeat data pushing for previous years stored in the SIS</li> <li>● Access continuous improvement secure dashboards and participate in usability testing</li> </ul>
<b>Winter/Spring 2020</b>	<ul style="list-style-type: none"> <li>● Ongoing use of the ODS and the secure dashboards</li> <li>● Prototype and design other Ed-Fi powered dashboards that support school site leaders and development</li> </ul>

## Expectations for Participants

- **Provide Staff Capacity to Set-Up Ed-Fi**
  - Each Local Education Agencies (LEAs) should have a designated project lead that will partner with CORE districts in the set up process of your Ed-Fi ODS. Particularly, they will need to coordinate these specific roles and responsibilities:
    - SIS Administrator: They will be mapping SIS fields to our Ed-Fi ODS fields, and actively engage in SIS-related questions and tasks.
    - IT Roles and Security: They will manage user roles and access in the CORE-EA Ed-Fi system.
- **SIS and Assessment Vendor Engagement:**
  - Each recipient is expected to interface with their SIS/Assessment vendor to connect with the Ed-Fi system. This process entails mapping SIS codes/fields to the CORE/EA Ed-Fi codes/fields. Where applicable, there will be a similar process with assessment vendors.
- **Engage in CORE's Qualitative Research and Community of Practice**
  - LEA and consortia leads will engage in a monthly virtual or monthly meetings to share learning and provide input on the system.

## Pricing for Participants (must be a data collaborative member)

Minimum Fee	Per Student Cost for SY20-21, SY21-22, and SY22-23
\$10,000 per LEA	<u>\$2.50</u>

\*Pricing on comparable products range between \$4 - \$7 per student

## How to Sign Up

Contact Noah Bookman ([noah@coredistricts.org](mailto:noah@coredistricts.org)) and Victor Phu ([victor@coredistricts.org](mailto:victor@coredistricts.org)) to set up a call about your interests/needs for us to begin a contract.



# Ed-Fi / HTH Project Requirements

## Context

The CORE-EA Ed-Fi based data system is being designed to securely and seamlessly connect local educational data source systems to a data warehouse and analytics engine that will provide data-driven insights and inform decisions for education agencies, school district administrators, and teachers. Any educational technology that’s powered by Ed-Fi whether a student information system, a rostering tool, assessment software, etc. can connect with a central LEA data system via API to provide real time data interoperability.

Our goal with this project is to bridge our on-track analytics work with Ed-Fi by creating a data warehouse that can automatically calculate and analyze student on-trackness for any district with an Ed-Fi-based ODS. In other words, participating districts using Ed-Fi will no longer have to upload file-based data to receive on-track analytics. They will have immediate access to our on-track dashboards, student-level data, and real-time data acquisition that is securely and reliably sourced from their student information system.

## Team Requirements

District Role	Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> <li><input type="checkbox"/> Provide overall leadership for the project</li> </ul>
IT & SIS Administrator(s)	<ul style="list-style-type: none"> <li><input type="checkbox"/> Participate in a technical kick off with HTH, EA, your LEA(s) and your SIS vendor to connect to the Ed-Fi ODS for each LEA</li> <li><input type="checkbox"/> Provide user access to the data and analytics lead and other individuals to support the descriptor mapping process</li> <li><input type="checkbox"/> Participate in descriptor mapping, pushing data to the Ed-Fi ODS, and troubleshooting any errors in pushing data</li> <li><input type="checkbox"/> Document any errors and resolutions throughout the process</li> </ul>
Data and Analytics Lead	<ul style="list-style-type: none"> <li><input type="checkbox"/> Support in descriptor mapping for attendance and discipline codes by knowing the definitions and usage of each code across schools               <ul style="list-style-type: none"> <li><input type="checkbox"/> Connect with school site staff (e.g. attendance clerks, dean of students) to understand how they record their attendance and behavior data into the SIS</li> <li><input type="checkbox"/> Possibly, invite these individuals to support the descriptor mapping process</li> </ul> </li> <li><input type="checkbox"/> Send file-based data to support quality control of the data received via Ed-Fi</li> </ul>

## Implementation Timeline

Time Frame	Commitment	Tasks
<b>Phase 1: On-Boarding</b> August - October	2 - 3 Hours 1 Virtual Meeting	<ul style="list-style-type: none"> <li>● Set up Ed-Fi ODS</li> <li>● Create the SIS Sandbox</li> <li>● Connect the SIS to the Ed-Fi ODS with connection parameters</li> <li>● Identify the correct individuals for the descriptor mapping</li> <li>● Aeries, PS, or Synergy Getting Started Guide</li> </ul>
<b>Phase 2: Single School Push</b> October - November	4 - 6 Hours Total 1-2 virtual meetings	<ul style="list-style-type: none"> <li>● Prepare the SIS</li> <li>● Descriptor mapping with appropriate staff (2 hours)</li> <li>● Push data and resolve errors</li> <li>● Document any errors while pushing data</li> <li>● Check if data is being sent to the Ed-Fi ODS</li> </ul>
<b>Phase 3: HTH-Wide Push</b> November - December	3 - 6 Hours Total* Over a span of weeks *Depending on # of schools	<ul style="list-style-type: none"> <li>● Continue pushing data for other schools and resolve errors</li> <li>● Document any errors while pushing data</li> </ul>
<b>Phase 4: On-Track Dashboard Production</b> January +	On-Going	<ul style="list-style-type: none"> <li>● ETL Process to populate HTH Dashboard</li> <li>● Send file-based HTH data to quality control data being received from Ed-Fi</li> </ul>



Quality education and opportunity for all students to succeed

**Cynthia Monreal González**  
Executive Director of Educational Services

December 8, 2020

Wendy Sauer  
Senior Program Officer, Bill and Melinda Gates Foundation  
440 5th Ave N.  
Seattle, WA 98109

RE: District Support Letter for School Team Participation in the CARE Network and Summative Evaluation  
Dear Ms. Sauer and the HTH GSE,

On behalf of San Ysidro School District, we are writing to support San Ysidro Middle School’s and Vista Del Mar Middle School’s applications for participation in the **CARE Network**, the GATES Foundation funded 8th grade on-track initiative *to increase the number of students who are Black, Latinx, Indigenous or from low-income backgrounds who have a strong academic identity and are on-track in 8th grade to graduate high school and successfully enter college and career.*

We feel the opportunity to participate in the CARE Network will build school site continuous improvement capacity and allow us to learn from and with other middle schools that share our goals for more equitable outcomes for students.

We recognize that funding for participation in the CARE Network is provided by the GATES Foundation, and additional funds are available for substitute costs for participating teachers. We agree to support participating district schools throughout the duration of the network from Fall 2020 to June 2025 as they:

- **Attend and participate in multiple convenings each year in San Diego** (sub costs will be covered).
- **Collect and share student level data** in a timely manner with HTH GSE and CARE Network data partners EDUCATION ANALYTICS (EA) and CORE, prior to the January 2021 launch and at several required points throughout the year to assess progress and guide improvement efforts.
- **Engage in regular collaborative routines** to look at student-level data and test/adapt interventions to support and increase the number of 8th grade students who are on-track.

In addition, we understand that San Ysidro School District schools’ participation in the CARE Network is a **randomized control trial (RCT) and follows a delayed entry structure**. The grant will initially support up to half of the middle school teams who apply to participate. In order to choose the schools fairly the Gates appointed evaluation team will randomly assign half of the selected schools to join the CARE Network in the first year (launching in Jan 2021), and half to join after the first three years of the grant (SY 2023-24). All 20 schools participating in the RCT, whether selected to be treatment or control schools, will provide initial data and a signed MOU in Fall 2020.

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We understand that the district's participation in the CARE Network involves the following evaluation requirements:

- Annual survey of principals and teachers in network schools and comparison control schools (similar schools not initially participating in the network).
- Annual survey of educators who serve as team leads for their school's continuous improvement activities, as well as a phone interview with team leads in two schools.
- Annual site visits (virtually if needed) each fall and spring in up to two network schools that include interviews, focus groups, and observations of continuous improvement activities.
- Collection of de-identified student administrative data across multiple school years, including student demographic information, student test scores, and data on students' grade point average, course credits, course failures, attendance, and suspensions. These data will be collected at three points in time over the course of the grant (the district will separately provide student administrative data annually to meet the Foundation's grant reporting requirements). Wherever possible, these data will be shared by CORE/EA. We will also collect student and teacher level school climate data.

We acknowledge that all data collection will be conducted in a way that minimizes burden and accommodates the schedules of district and school staff. We understand that educators will be compensated for their time involved with data collection.

We will work with the summative evaluation team and their partners to approve the evaluation's research proposal with our board and finalize a data sharing agreement for participation in the network and the study.

We look forward to supporting our middle school participant teams as they engage in this important opportunity.

Sincerely,



Cynthia Monreal González  
Executive Director of Educational Services

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 11, 2021

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

**FROM:**  
Child Nutrition Services  
Evelyn Zarzosa, Director

Informational  
 Action

**AGENDA ITEM:** PURCHASE AGREEMENT WITH FOOD HANDLER SOLUTIONS, LLC FOR ONLINE PROFESSIONAL STANDARDS EDUCATION AND TRACKING PROGRAM

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**BACKGROUND INFORMATION:**

Food Handlers Solutions, LLC - Professional Standards Training is a crucial provision of the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The final rule, published March 2, 2015, requires a minimum amount of annual training hours for all state directors of school nutrition programs, state directors of distributing agencies, school nutrition program directors, managers, and staff. Required training topic areas will vary according to position and job requirements. There are also minimum hiring standards for new state directors of school nutrition programs, state directors of distributing agencies that oversee USDA Foods, and school nutrition program directors.

The Child Nutrition Department has experienced an increased burden in documenting requirements due to pandemic. The school FOODHANDLER.com education curriculum and staff tracking program is a one stop solution to meeting the USDA Professional Standards mandate for schools participating in the National School Lunch Program ( NSLP). SchoolFoodHandler.com has developed a comprehensive offering of lesson plans. These lessons (available in English and Spanish) directly address the challenges of locating school-focused education materials that meet every staff member's needs, from the newest part-timer to the seasoned veteran. More than 150 lessons are currently available that address all four of the required Professional Standards Learning Objectives. Additional lessons are being added monthly with audio, video, and print support. This 12-month access (February 2021 to February 2022) to online professional standard training is in compliance with the USDA HHFKA mandate.

**RECOMMENDATION:**

Approve the purchase agreement with Food Handler Solutions, LLC will provide Child Nutrition staff to access online professional standards training to be in compliance with the USDA HHFKA mandate at a cost of \$1,575.00 from the CARES Act fund.

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

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

**\$1,575.00**  
(Amount)

**CARES ACT**  
(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No



**FOOD HANDLER**  
— SOLUTIONS —



— SCHOOL —  
**FOOD HANDLER**

## Quotation

(Quote pricing listed below is valid for 2 years ending on 01-12-2023)

<b>To: Evelyn Zarzosa</b> <b>Food Service Department</b> <b>San Ysidro School District</b> <b>4350 Otay Mesa Rd</b> <b>San Ysidro, CA 92173</b>		<b>Ship to:</b>  Same
<b>Quote Date</b>	<b>Type</b>	<b>Terms</b>
01/12/2021	Education	Net 30

Qty	Description	Unit Cost	Amount Due
1	SchoolFoodhandler.com On-line Professional Standards Education and Tracking Program for 12 months (7 Full Sites @ \$225.00 per year)-(Normally \$275 per year)	\$1925.00	<b>\$1575.00</b>
1	SchoolFoodhandler.com On-line Professional Standards Education and Tracking Program setup fee (7 Sites @ \$40 per site - <b>Waived</b> )	\$280.00	<b>\$0</b>
	<b>Total</b>		<b>\$1575.00</b>

**Remit Address:**  
**Food Handler Solutions, LLC**  
**31828 7<sup>th</sup> Ave**  
**Laguna Beach, CA 92651**

**Thank you for the opportunity to be of service.**

**31828 7<sup>th</sup> Ave**  
**Laguna Beach, CA 92651**  
**Phone: 888.455.6411**

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# Terms Of Service

By using our site you agree to our terms of service agreement which can be for here.



Written by West

Updated over a week ago

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Alter any user content, review or testimonial beyond basic spelling or grammatical corrections;

Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

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## 11. CHOICE OF LAW AND VENUE

Arizona law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and Food Handler Solutions LLC (a "Claim"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN MARICOPA COUNTY, ARIZONA.

## 12. TERMINATION

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## 12. TERMINATION

You may terminate the Terms at any time by closing your account, discontinuing your use of the Site, and providing Food Handler Solutions LLC with a notice of termination here. Please review our Privacy Policy for information about what we do with your account when terminated.

We may close your account, suspend your ability to use certain portions of the Site, and/or ban you altogether from the Site for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Site, Your Content, Site Content,

or any other related information. After closing your account you will not be billed any further, however we cannot refund previous payments.

In the event of any termination of these Terms, whether by you or us, Sections 1, 4, 5, 8-12 will continue in full force and effect, including our right to use Your Content as detailed in Section 4.

## 13. INFRINGEMENT

Notifications of claimed copyright infringement and counter notices must be sent to us via the contact form.

We are only able to accept notices in the languages into which these terms are made available by us. We will respond expeditiously to claims of copyright infringement committed using our Site that are reported to us in accordance with the U.S. Digital Millennium Copyright Act of 1998 (“DMCA”). These notices must include the required information set forth in the DMCA.

## 14. GENERAL TERMS

We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability. We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the Site. Except as otherwise stated in Section 9 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party. The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms. Any failure on Food Handler Solutions LLC’s part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties’ intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with Food Handler Solutions LLC’s prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. The section titles in the Terms are for convenience only and have no legal or contractual effect. If you have any question regarding the use of the Site, please contact us at

[support@foodhandlersolutions.com](mailto:support@foodhandlersolutions.com).

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 We run on Intercom

# Program Summary

USDA Compliance in terms of HACCP Verification and Staff Education programs have seen many changes in the school nutrition industry over the last few years. As a result, directors and supervisors, as well as site managers, have seen an increased burden in documentation on all levels especially in terms of compliance with Professional Standards education. Fortunately, the answer to that challenge is here with the SchoolFoodHandler.com online education and staff tracking solution.

The SchoolFoodHandler.com education curriculum and staff tracking program was launched in July, 2015 as a regional resource in the southwestern United States. Our mission was to provide an affordable “one stop, done for you” solution to meeting the USDA Professional Standards mandate for schools participating in the National School Lunch Program (NSLP). Initially, the program was launched to school districts operating in Arizona and New Mexico in partnership with Southwest Training Systems (STS), Inc. STS has been the recognized leader in providing site based education programs to K-12 nutrition programs since 2000 and currently services over 700 school sites throughout the southwest.

In partnership with STS along with a team of former school nutrition directors and our staff dietician, SchoolFoodHandler.com has developed a comprehensive offering of lesson plans. These lessons (available in English and Spanish) directly address the challenges of locating school focused education materials that meet the needs of every staff member from the newest part-timer to the seasoned veteran. More than 100 lessons are currently available that address all four of the required Professional Standards Learning Objectives. Additional lessons are being added monthly with audio, video and print support.

In surveying NSLP participating child nutrition directors and supervisors they told us their challenges and the issues that were being encountered. Based on that information these are what we have recognized as the “Big 5” and SchoolFoodHandler.com was developed to address these and more.

- Locating USDA compliant training lessons that were specific to the K-12 markets that would fit into a busy serving site schedule
- Locating bi-lingual training on more than “just the basics”
- Handling the administrative burden of tracking education and ensuring that all staff are meeting the requirements
- Quickly being able to identify staff members who were “falling behind”
- Quick access to required documentation at the time of an Administrative Review or audit

The BIG question we get is – “So how significantly does SchoolFoodHandler.com reduce the administrative burden of Professional Standards.”

The short answer is – “Completely.”

# Program Summary

The SchoolFoodHandler.com education program is a truly “Done for You” system that immediately addresses the following:

- Over 100 bi-lingual, USDA compliant, school focused lesson plans available and we are adding lessons monthly as the result of existing customer requests, industry trends and increasing regulations.
- All lessons are designed to be less than 25 mins and most are around 15 mins and include a quiz at the end.
- The “administrative burden” for a director or their designee for assembling lessons, staff tracking, cataloging results, storage and producing reports is eliminated . . . Completely.
- Accessing staff progress is a snap since SchoolFoodHandler.com automatically sends the director a monthly Progress Report that shows every staff member (organized by school site) and their progress year to date in terms of hours and the percent of the required training completed.
- Tracking those staff members who may be “falling behind” could not be simpler because the Progress Report is organized by school site and staff are listed in ascending order based on the percentage of required training that has been completed year to date.
- Spontaneous reporting for an Administrative Review or audit is a simple “click” on the director’s custom website dashboard. From start to finish the process takes well under 60 seconds.
- Site based reporting is also available at any time in a customized .PDF file or .CSV format that can be easily imported into any Excel spreadsheet.
- ANSI (American National Standards Institute) Accredited Food Handler Card course and exam available to all staff at “No Additional Cost”

The second question is – “How difficult is it to get started?”

The answer – “It takes less than an hour.”

When we say “done for you” we really mean it. The SchoolFoodHandler.com requires only two things from the district to get started and in most cases this takes less than an hour to assemble.

1. A listing of your staff, their position (Director, Manager, staff member, etc.), are they working more or less than 20 hours per week and the school site where they are currently assigned.
2. A list of your school site addresses and any other locations where staff are located (district office, warehouse, floaters, etc.) that need to be tracked.

We even provide a simple Excel spreadsheet where this information can be easily imported.

# Program Summary

Once we have the district's staff and site information your customized, secure, private education website can be operational within 24 hours.

The last question always comes down to this – “What is the investment for the district?”

The answer – “Less than a dollar a day.”

It is really that simple and affordable. Complete elimination of the administration of Professional Standards can be implemented within a school district with simple to access reporting at your fingertips before the next serving time.

So just to recap the SchoolFoodHandler.com “DONE for YOU” program:

- USDA Compliant, bilingual education the meets all staff levels and fits into a standard timeframe
- Lessons are 100% developed to meet the needs of school nutrition staff
- Lesson completion can be easily recorded by the site manager for their entire staff
- Simple to train staff to use - Less than “5 mouse clicks” from beginning to end for a manager to log on, access the lesson, track all staff members in attendance and log out
- Simple to enter and track off site or all team training sessions such as state conferences or manager meetings and routine staff in-services
- Customizable, private website page for the district, each site and each staff member
- Lessons are accessible at a PC, a Mac, a tablet or a smartphone anytime and anywhere there is an internet connection
- Monthly Progress Reports are sent to the director or supervisor at the beginning of each month to make tracking simple and easy
- “Real Time” reports are available to the director or supervisor at all times for tracking the district, a site, a group of sites or an individual staff member
- All reports are accessible by the director at a PC, a Mac, a tablet or a smartphone anytime and anywhere there is an internet connection
- Reports are available in a custom .PDF file or in a .CSV file
- Reports meet USDA requirements for Professional Standards
- Absolutely no data entry by your staff to get started.
- Best of all – The investment is less than 1 dollar a day.

The best next step is a short webinar and a test drive of this innovative, one stop, DONE for YOU program. This small (less than half an hour) investment of your time could yield you and your team hundreds of hours of found time and eliminate the burden and potential headache of Professional Standards.

# **Vendor Information Sheet**

## **Food Handler Solutions, LLC**

www.FoodHandlerSolutions.com

Contact –

Chief Executive Officer

West Christian – 888-455-6411

[west@schoolfoodhandler.com](mailto:west@schoolfoodhandler.com)

### **REMITTANCE ADDRESS –**

Food Handler Solutions, LLC

31828 7<sup>th</sup> Ave

Laguna Beach, CA 92651

**Standard Terms – Net 30**

### **CENTRAL OFFICE LOCATION -**

Food Handler Solutions, LLC

31828 7<sup>th</sup> Ave

Laguna Beach, CA 92651

Phone – 602-350-4020

**Toll Free – 888-455-6411**

Fed Tax ID # 47-4531249



## Professional Standards for All School Nutrition Program Employees

### Summary of the Final Rule Effective July 1, 2015

USDA has established minimum professional standards requirements for school nutrition professionals who manage and operate the National School Lunch and School Breakfast Programs.

The standards, another key provision of the Healthy, Hunger-Free Kids Act of 2010 (HHFKA), aim to institute minimum education standards for new State and local school nutrition directors as well as annual training standards for all school nutrition professionals. These new standards will ensure school nutrition personnel have the knowledge, training, and tools they need to plan, prepare, and purchase healthy products to create nutritious, safe, and enjoyable school meals. This final rule will:

- Create minimum hiring standards for new school food authority (SFA) directors based on a school district's size;
- Establish minimum hiring standards for new State directors of school nutrition programs and State directors of distributing agencies; and
- Require minimum annual training for all new and current school nutrition professionals.

A comprehensive Professional Standards Web site provides a database of training options. School nutrition staff can search for training that meets their learning needs in one easy-to-use location: <http://professionalstandards.nal.usda.gov/>

### Training Standards for All School Nutrition Program Employees (All Local Educational Agency Sizes)

<b>All Directors</b>	<b>For School Year 2015-2016 ONLY: at least 8 hours of annual continuing education/training.</b> Beginning school year 2016-2017: at least <b>12</b> hours of annual continuing education/training. This required continuing education/training is in addition to the food safety training required in the first year of employment.
<b>All Managers</b>	<b>For School Year 2015-2016 ONLY: at least 6 hours of annual continuing education/training.</b> Beginning school year 2016-2017: at least <b>10</b> hours of annual continuing education/training.
<b>All Other Staff</b> Other than the Director or Manager who works an average of at least 20 hours per week	<b>For School Year 2015-2016 ONLY: at least 4 hours of annual continuing education/training.</b> Beginning school year 2016-2017: at least <b>6</b> hours of annual continuing education/training.
<b>Part-Time Staff</b> Work <20 hours per week	Each year, at least <b>4</b> hours of annual continuing education/training, regardless of the number of part-time hours worked.  Note: If hired January 1 or later, an employee must only complete half of the above required training hours.

### Training Requirements for All State Agency Directors

State Director of School Nutrition Programs	State Director of Distributing Agencies
Each year, at least <b>15</b> hours of annual continuing education/training. Must PROVIDE, or ensure that State agency staff receives, annual continuing education/training. Must also PROVIDE a minimum of <b>18</b> hours of training to SFAs each year.*	Each year, at least <b>15</b> hours of annual continuing education/training. Must PROVIDE, or ensure that State food distribution staff receives, annual continuing education/training.*

*\*Training is an approved use of State Administrative Expenses (SAE) funds and a variety of training formats are allowed. States may use contractors or partner with other organizations (School Nutrition Association and National Food Service Management Institute, etc.) to provide training.*

## Hiring Standards for New School Nutrition Program Directors

New directors — those hired on or after July 1, 2015 — are subject to the new education requirements below. Existing directors will be grandfathered in their current positions as well as in the Student Enrollment category where they currently are working. (School Nutrition Program Directors are the individuals responsible for the operation of school nutrition programs for all schools under the local educational agency (LEA).)

Minimum Requirements for Directors	Student Enrollment 2,499 or less	Student Enrollment 2,500-9,999	Student Enrollment 10,000 or more
<p><b>Minimum Education Standards</b></p> <p>See the final rule for additional <b>preferred</b> educational standards for new directors</p>	<p>Bachelor’s degree, or equivalent educational experience, with academic major in specific areas;*</p> <p><b>OR</b></p> <p>Bachelor’s degree in any academic major, <b>and</b> State-recognized certificate for school nutrition directors;</p> <p><b>OR</b></p> <p>Bachelor’s degree in any academic major, <b>and</b> at least <b>1</b> year year of relevant school nutrition programs experience;</p> <p><b>OR</b></p> <p>Associate’s degree or equivalent educational experience, with academic major in specific areas,* <b>and</b> at least <b>1</b> year of relevant school nutrition programs experience;</p> <p><b>OR</b></p> <p>High school diploma (or GED) <b>and</b> at least <b>3</b> years of relevant experience in school nutrition programs.</p> <p>(For an LEA with less than 500 students, the State agency may approve a candidate who meets the educational standards but has less than the required 3 years experience.)</p>	<p>Bachelor’s degree, or equivalent educational experience, with academic major in specific areas;*</p> <p><b>OR</b></p> <p>Bachelor’s degree in any academic major, <b>and</b> State-recognized certificate for school nutrition directors;</p> <p><b>OR</b></p> <p>Bachelor’s degree in any academic major <b>and</b> at least <b>2</b> years of relevant school nutrition programs experience;</p> <p><b>OR</b></p> <p>Associate’s degree or equivalent educational experience, with academic major in specific areas,* <b>and</b> at least <b>2</b> years of relevant school nutrition programs experience.</p>	<p>Bachelor’s degree, or equivalent educational experience, with academic major in specific areas;*</p> <p><b>OR</b></p> <p>Bachelor’s degree in any academic major, <b>and</b> State-recognized certificate for school nutrition directors;</p> <p><b>OR</b></p> <p>Bachelor’s degree in any academic major <b>and</b> at least <b>5</b> years experience in management of school nutrition programs.</p> <p>* Specific majors/areas of concentration: food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field.</p>
<p><b>Minimum Prior Training Standards</b></p>	<p>At least <b>8</b> hours of food safety training is required either not more than <b>5</b> years prior to their starting date or completed within <b>30</b> days of the employee’s start date.</p>		

## Hiring Standards for New State Directors

	State Director of School Nutrition Programs	State Director of Distributing Agencies
<b>Education</b>	Bachelor’s degree with an academic major in areas including food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field.	Bachelor’s degree with any major.
<b>Knowledge &amp; Experience</b>	Extensive relevant knowledge and experience in areas such as institutional food service operations, management, business, and/or nutrition education.	
<b>Skills &amp; Abilities</b>	Additional abilities and skills needed to lead, manage, and supervise people to support the mission of school nutrition programs.	