

# San Ysidro School District Governing Board

## **AGENDA**

Thursday  
January 23, 2020  
5:00 p.m.

### **WELCOME**

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

La Mirada School  
Auditorium  
222 Avenida De La Madrid  
San Ysidro

# **GENERAL ADMINISTRATION**

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

**ORGANIZATIONAL MEETING OF THE GOVERNING BOARD**  
**THURSDAY, DECEMBER 19, 2019**  
**5:00 p.m.**

Pursuant to Government Code Section 54954 and 54954.2 and Education Code Section 35143, the Organizational Meeting of the Governing Board was held on Thursday, December 19, 2019, at 5:00 p.m. and conducted its business meeting at the **San Ysidro Middle School - Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173.**

**MINUTES**

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

**2. ROLL CALL** by Gina A. Potter, Ed.D., Superintendent  
Mrs. Irene Lopez, Board President  
Mr. Humberto Gurmilan, Board Vice-President  
Mr. Antonio Martinez, Board Clerk  
Mr. Rudy Lopez, Member  
Mrs. Rosaleah Pallasigue, Member - *Absent*

**3. AGENDA**

The Board approved the agenda for the meeting.

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

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

There were no public comments.

Clerk Martinez made the motion to recess to Closed Session, seconded by Vice-President Gurmilan. The vote was 4-0.

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:03 p.m. in accordance with section 54954.5 regarding:**

**5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Colom)**

Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Student v. San Ysidro School District  
OAH Case No. 2019090092

**5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Colom)**

Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Student v. San Ysidro School District  
OAH Case No. 2019090512

**5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)**

Pursuant to Government Code Section 54956.9(d)(1)  
Case: San Diegans for Open Government vs. Fonseca  
Case No. 37-2017-00007369-CU-MC-CTL

**5.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** (Potter)  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:  
No. of cases: 3

**5.5 GOVERNMENT CODE SECTION 54957** (Farkas)  
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

**5.6 GOVERNMENT CODE SECTION 54957.6**  
**CONFERENCE WITH LABOR NEGOTIATORS** (Farkas)  
Agency Negotiators: David Farkas, 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 6:09 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

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

- 1) Item 5.1 - The Board approved a settlement agreement in Office of Administrative Hearings, Case No. 2019090092. The motion was made by Board Member Irene Lopez, seconded by Board Member Rudy Lopez, with a unanimous vote.
- 2) Item 5.2 - The Board approved a settlement agreement in Office of Administrative Hearings, Case No. 2019090512. The motion was made by Board Member Irene Lopez, seconded by Board Member Gurmilan, with 4 votes in favor.

**6. CALL TO ORDER** Who: President I. Lopez Time: 6:09 p.m.

**7. ROLL CALL** by Gina A. Potter, Ed.D., Superintendent

- Mr. Humberto Gurmilan, Vice-President
- Mrs. Irene Lopez, President
- Mr. Rudy Lopez, Member
- Mr. Antonio Martinez, Clerk
- Mrs. Rosaleah Pallasigue, Member - *Absent*

**8. FLAG SALUTE** by Sofia Rodriguez, Vista Del Mar Middle School Student

**9. PUBLIC COMMENT/COMMUNICATIONS ON BOARD ORGANIZATION**

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

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

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

There were no public comments.

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

**10. ANNUAL BOARD ORGANIZATION**

**A.** The Board elected Humberto Gurmilan, Board President

Member R. Lopez nominated Humberto Gurmilan, seconded by Member Martinez. The vote was as follows:

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

**B.** The Board elected Antonio Martinez, Board Vice-President

Member R. Lopez nominated Antonio Martinez, seconded by Member I. Lopez. The vote was as follows:

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

**C.** The Board elected Rodolfo Lopez, Board Clerk.

President Gurmilan nominated Rodolfo Lopez, seconded by Vice President Martinez. The vote was as follows:

Motion: Gurmilan Second: Martinez Vote: 4-0.

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

Clerk R. Lopez nominated Dr. Gina A. Potter, seconded by President Gurmilan. The vote was as follows:

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

**11. RECOGNITION OF FORMER BOARD PRESIDENT** – The Board recognized Irene Lopez.

**12. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)**

- 12.1 San Ysidro Middle School Student Performance - Presenter Manuela Colom
- 12.2 San Ysidro Middle School and Vista Del Mar Middle School Football Teams - Presenter Omar Calleros
- 12.3 Brian Clapper, Gift of Sight Program - Presenter Manuela Colom & Veronica Medina
- 12.4 ELAC & School Site Council Presidents - Presenter Manuela Colom
- 12.5 Gloria Bermea, Retired Substitute Teacher - Presenter David Farkas
- 12.6 David Alkass, San Ysidro Middle School Teacher - Presenter David Farkas
- 12.7 Rafael Estrada, San Ysidro Middle School Outreach Consultant - Presenter David Farkas

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

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

**13.1**

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

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

**Gloria Esquivies, Sunset Parent, Commented:** 1) Thanked Dr. Potter and Mr. Lewis for the projector for Mr. Vega's class.

**Samirha Esquivies, Sunset Student, Commented:** 1) Thanked Dr. Potter and Mr. Lewis.

**Tom Kitch, Former Substitute Teacher, Commented:** 1) Asked the Board to consider reinstating him as a substitute for the District.

**Eddie Garcia, Teacher, Commented:** 1) Shared concerns about students entering middle school from the elementary below grade level in reading, english and math, yet students are assessed on 7<sup>th</sup> grade standards. 2) District tests and report cards drives instruction. 3) We are not mastering specific foundational skills that will make our students successful in middle school. He doesn't blame the elementary teachers. It's what they have to follow in their classrooms. There are solutions to this, but we can't keep doing the same or adding more to what the teachers do. 4) Shared concerns about the dashboard and suspensions. 5) He welcomes questions and meeting with San Ysidro Middle School teachers.

**Guillermina Sandez, SYEA, Commented:** 1) SYEA is bringing to the Board our Sunshine Proposal Article 13 Safety Conditions. 2) Teachers are afraid for their safety and are being disrespected by students and there are little to no consequences for their behavior. Teachers call the office to ask for help but many times the phones are not answered because of personnel cuts and no one to help. 3) Some students make false allegations and teachers feel humiliated with investigations. This affects the wellbeing of teachers and the District does nothing to remedy the issue. 4) Teachers are scared of parents. They are getting threatened to go to administration. 5) Teachers love working with students, that is why they chose this profession. School and districts that support the social and emotional wellbeing of employees, will have a workforce with lower levels of stress and improved employee attendance. Supporting the social and emotional wellbeing and resilience of teachers and staff is critical to create a positive school climate and retaining quality educators. 6) San Ysidro School District needs to take this problem seriously and needs to empower schools to create a safe and supportive learning environment by cultivating practices that strengthen the social and emotional health of all students and staff.

**David Alkass, SYMS Union Representative, Commented:** 1) He is speaking for himself and other San Ysidro Middle School teachers as their site representative. 2) Mentioned that teaching is his passion and hopes to stay teaching at SYMS until he retires, but the way things are at SYMS, when he becomes a parent, he will not allow his child to attend SYMS. 3) Read a letter to the Board sharing concerns on topics such as but not limited to student behavior, not enforcing behavioral expectations, staff and student safety, lack of staff, transferring of students that don't feel safe at SYMS, lack of communication with teachers, overcrowded classes, renaming of San Ysidro Middle School to an academy and bringing in outside consultants. 4) Believes that part of the solution is to hold students accountable for the choices they make. 5) Teachers are willing to work together with the administration to find solutions to their problems.

#### 14. ITEMS FROM THE BOARD & SUPERINTENDENT

**Vice-President Martinez, Commented:** 1) Thanked Principal Rodriguez for hosting the Board meeting. 2) Mentioned that the Board has an open door policy and no one should ever be afraid of addressing their concerns to the Board. 3) Thanked everyone for sharing their concerns. 4) Gave direction to Dr. Potter and the administration team to start addressing issues. 5) Thanked Mr. Alkass for sharing his concerns. 6) Would like to address what we are going to do with the Beyer site with community involvement. 7) Wished everyone happy holidays.

**Clerk R. Lopez, Commented:** 1) Thanked staff for hosting the Board meeting. 2) Mentioned that he and another Board member have been on the Board for one year and we've made advances in the District, but we have a lot more to do. 3) Thanked staff for allowing him to attend meetings where you would normally not see a Board member. He wants to know what is going on so he can make informed decisions. 4) Enjoyed watching the winter programs. 5) Wished everyone happy holidays.

**Member I. Lopez, Commented:** 1) Thanked staff for their winter programs. 2) We need to work together and help each other. The priority is the health and safety of our students. 3) Wished everyone happy holidays.

**President Gurmilan, Commented:** 1) Thanked the Board for entrusting him in his new role. 2) Excited about 2020. We have the bond measures in March and if they pass, it will change the direction of this District in a

positive way. We need to all work together to make that happen. 3) He is happy that staff addressed their concerns. We are now focused on the issues that we need to focus on. 4) He's been on the Board for one year and is happy with the progress that has been made, but we have a lot to do as a District and community. The Board is heading in the right direction. 5) Wished everyone happy holidays.

**Superintendent Potter, Commented:** 1) Thanked staff and parents for the winter programs. 2) Thanked staff for sharing their concerns and for giving the administration an opportunity to partner with staff and work together to create solutions. 3) Wished everyone happy holidays.

## 15. CONFERENCE SESSION

### Reports/Presentations

- 15.1 District & Schools Single Plan for Student Achievement (SPSA) Reference Sheets Presentation - Executive Director of Curriculum, Instructions & Innovation, Manuela Colom
- 15.2 First Interim Financial Report 2019-20 - Chief Business Official, Marilyn Adrianzen

## 16. GENERAL ADMINISTRATION

### 16.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of November 14, 2019 and the minutes of the Special Board Meeting of November 14, 2019.

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

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

The Board approved the regular Governing Board meetings from January through December 2020 at 5:00 p.m., at the District Office and at each school at least once a year.

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

### 16.3 2020 CSBA DELEGATE ASSEMBLY NOMINATIONS (Potter)

The Board nominated, in accordance with CSBA Bylaws, the following Board members in Region 17 as candidates for election to the CSBA Delegate Assembly 2020-2022: Humberto Gurmilan (San Ysidro SD), Barbara Avalos (National SD), Brian Clapper (National SD) and Blanca Brown (Lemon Grove SD).

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

### 16.4 FIRST INTERIM FINANCIAL REPORT 2019-20 (Adrianzen)

The Board approved 2019-20 First Interim Financial Report.

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

### 16.5 REVISED SUBSTITUTE SALARY SCHEDULE (Farkas)

The Board approved the updated Substitute Salary Schedule.

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

### 16.6 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 0000 SERIES (Potter)

The Board approved the first reading of revised Board Policies and Administrative Regulations – 0000 series.

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

**16.7 FIRST READING OF REVISED BOARD POLICIES – 1000 SERIES (Potter/Colom)**

The Board approved the first reading of revised Board Policies - 1000 series.

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

**16.8 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 3000 SERIES (Adrianzen)**

The Board approved the first reading of revised Board Policies and Administrative Regulations – 3000 series (Business and Noninstructional Operations).

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

**16.9 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 4000 SERIES (Farkas)**

The Board approved the first reading of revised Board Policies and Administrative Regulations – 4000 series.

Motion: Gurmilan Second: Martinez Vote: 4-0

**16.10 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 5000 SERIES (Colom)**

The Board approved the first reading of revised Board Policies and Administrative Regulations – 5000 series.

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

**16.11 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 6000 SERIES (Colom)**

The Board approved the first reading of revised Board Policies and Administrative Regulations – 6000 series.

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

**16.12 FIRST READING OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION – 7000 SERIES (Adrianzen)**

The Board approved the first reading of revised Board Policy and Administrative Regulation – 7000 series (Facilities).

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

**16.13 FIRST READING OF REVISED BOARD BYLAWS – 9000 SERIES AND DELETION OF BOARD BYLAW 9321.1 (Potter)**

The Board approved first reading of new & revised Board Bylaws and Exhibits - 9000 series and the deletion of Board Bylaw 9321.1 – Closed Session Actions and Reports.

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

**16.14 OPEN PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION’S INITIAL CONTRACT PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR REOPENERS (Farkas)**

The Board opened Public Hearing - San Ysidro Education Association’s Initial Contract Proposal to San Ysidro School District for Reopeners.

**13.1**

There were no public comments.

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

- 16.15 CLOSE PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION’S INITIAL CONTRACT PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR REOPENERS** (Farkas)  
The Board closed Public Hearing - San Ysidro Education Association’s Initial Contract Proposal to San Ysidro School District for Reopeners.

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

- 16.16 OPEN PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S INITIAL CONTRACT PROPOSAL TO SAN YSIDRO EDUCATION ASSOCIATION FOR REOPENERS** (Farkas)  
The Board opened Public Hearing - San Ysidro School District’s Initial Contract Proposal to San Ysidro Education Association for Reopeners.

There were no public comments.

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

- 16.17 CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S INITIAL CONTRACT PROPOSAL TO SAN YSIDRO EDUCATION ASSOCIATION FOR REOPENERS** (Farkas)  
The Board closed Public Hearing - San Ysidro School District’s Initial Contract Proposal to San Ysidro Education Association for Reopeners.

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

- 16.18 RESOLUTION NO. 19/20-0024 – 2020 U.S. Census** (Farkas)  
The Board adopted Resolution No. 19/20-0024 in support of the 2020 U.S. Census

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

**17. CONSENT CALENDAR**

The Board approved the Consent Calendar:

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

**17A. PERSONNEL - CLASSIFIED**

**EMPLOYMENT** (Farkas)

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

- 17A.1** Bus Driver
- 17A.2** Instructional Aide
- 17A.3** Instructional Health Care Assistant
- 17A.4** Substitute Campus Aides
- 17A.5** Substitute Clerks
- 17A.6** Substitute Custodians
- 17A.7** Substitute Instructional Aides
- 17A.8** Substitute Maintenance Person

**JOB DESCRIPTION** (Farkas)

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

- 17A.9** Lead Custodian
- 17A.10** Paraeducator - After School Programs

**RECRUITMENT** (Farkas)

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

- 17A.11** Lead Custodian
- 17A.12** Paraeducator - After School Programs

**17B. PERSONNEL – CERTIFICATED**

**EMPLOYMENT** (Farkas)

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

- 17B.1** Intervention Support Teachers
- 17B.2** Resource Teacher
- 17B.3** Substitute Teachers

**RESIGNATION** (Farkas)

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

- 17B.4** Resource Specialist

**17C. CURRICULUM & INSTRUCTION**

**17C.1 2<sup>ND</sup> ANNUAL “MAKING SAN DIEGO SMILE AGAIN” SHOPPING SPREE AT WALMART STORE** (Colom/Medina)

The Board ratified the participation of up to 50 students from all our schools to the “Making San Diego Smile” event, which will take place at the Walmart Store in Chula Vista on December 11, 2019 at no cost to the District.

**17C.2 WINTER EVENTS AT WILLOW SCHOOL** (Colom/Medina)

The Board ratified the Love Thy Neighbor Holiday Dinner on Tuesday, December 17th and the Hearts and Hands working Together - Converse Shoes Giveaway on Wednesday, December 18th at Willow School at no cost to the District.

**17C.3 GOGUARDIAN LICENSES FROM AMPLIFY IT FOR SAFER ONLINE STUDENT ACCESS** (Colom/Lewis)

The Board approved the renewal of the GoGuardian licenses from Amplified IT as a tool to facilitate safer access to online educational materials at a total cost of \$10,549.00 from the Supplemental and Concentration fund.

**17C.4 FIELD TRIPS TO THE USS MIDWAY MUSEUM FOR 6<sup>TH</sup> GRADE STUDENTS FROM OCEAN VIEW HILLS SCHOOL** (Colom)

The Board approved the field trips to the USS Midway Museum for approximately 150 6<sup>th</sup> grade students and teacher chaperones on the dates mentioned above at the cost of \$1,100.00 for teacher substitutes from the General fund.

**17C.5 PROFESSIONAL DEVELOPMENT** (Colom)

The Board approved/ratified the attendance and participation of District staff to the different professional developments, as scheduled:

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Veronica Medina, Omar Calleros	ACCF/CPPS Technical Assistance Workshop – Completing the RFP	San Diego	November 15, 2019	\$0	No Cost
Mark Kircher	Exemplary Elementary Physical Education Site Visits	SDCOE	March 19, 2020	\$50.00	Special Education Fund <b>13.1</b>
Marilyn Adrianzen, Amber Elliott, Natalie La Rosa,	Governor's Budget Workshop	Ontario, CA	January 15, 2020	\$3,600	Page 8 of 13 Fund

Guillermina Sandez, Rodrigo Amezcua, Daniel Chavez					
Laura English, Marielena Amezcua, Ginny Panzella, Maria Rodriguez, Michelle Patterson, Sashanae Buchanan	Comprehensive Support and Improvement PL Series, Cohort 1	San Diego	January 22, 2020 March 18, 2020 May 21, 2020	\$4,500.00	CSI Grant
Lupita Garcia, Carmen Martinez	Passion, Purpose, Potential and Pathways: How Educators Leverage Middle Schoolers Interests	San Diego	December 3, 2019 January 21, 2020	\$600.00	Title II Fund
Rick Quintana	Language Development, Cognition, & Learning: Lessons from Students who are Deaf or Hard of Hearing	San Diego	February 28, 2020	\$50.00	Special Education Fund
David Farkas, Linda Gonzales	After Conference Credentials Workshop	NCREC, SDCOE	January 9, 2020 January 7, 2020	\$0	No Cost
Kathleen Cordero, Shefali Chauhan, Patricia Manley, Josefina Villegas, Sashanae Buchanan, Marianna Rochin, Aleyda Santoyo, Amanda Huotari, Elizabeth Stratton, Sarah Boron-Trotter, Mary Davis	“Assessing ELs with Significant Cognitive Disabilities” “Writing Culturally & Linguistically Appropriate IEP Goals”	SDCOE	February 21, 2020	\$0	No Cost
Laura English, Jenielle Ednalino, Marlo Vazquez, Daisy Martinez, Viridiana Moreno, Cinthia Nunez, Earl Kim, Ginny Panzella, Lexa Glantz	SIPPS Training	San Diego	February 3-7, 2020	\$2,200.00	CSI Grant
Cynthia Luna, Natalia Franco, Dulce Huerta	Teaching Pyramid Module 1: Promoting Children's Success: Building Relationships and Creating Supportive Environment	San Diego	December 9, 2019	\$0	No Cost

Manuela Colom, Cynthia Gonzalez	2020 Innovating for Equity Summit	Anaheim, CA	February 11-12, 2020	\$3,700.00	Title II Fund
Francisco Mata	California School Public Relations Association (CalSPRA) - 2020 Annual Conference	Newport Beach, CA	March 12-14, 2020	\$1,100.00	General fund
Anita Gillchrest	2020 California School Nurses Organization Conference	Orange County	February 13-16, 2020	\$1,800.00	Special Education Fund
Gina Potter, Marilyn Adrianzen, Manuela Colom, David Farkas, Amber Elliott, Irene Lopez (Board), Rudy Lopez (Board)	Governor's Budget Workshop By Capitol Advisors	SDCOE	January 21, 2020	\$33.00 (Mileage)	General Fund
David Farkas	AB-5 Independent Contractor Training	SDCOE	January 9, 2020	\$0	No Cost
Laura English, Consuelo Carranza, Russell Little, Efrain Burciaga, Maria Rodriguez, Irene Herrera-Cevallos, Manuel Bojorquez, Oscar Madera	Key Issues in Special Education: What Administrators Need to Know	SCREC	February 20, 2020	\$0	No Cost
Gina Potter, Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Laura English, Consuelo Carranza, Erika Meza, Russell Little, Efrain Burciaga, Manuel Bojorquez, Maria Rodriguez, Maria Preciado, Irene Herrera-Cevallos,	2020 America's Best Urban Schools Symposium – "Leadership for Excellence and Equity"	La Jolla	May 12, 2020	\$3,900.00	Title II Fund

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

The Board approved/ratified the following purchase orders incurred by the District during the period November 4, 2019 through December 4, 2019.

**17D.2 EXPENDITURE REPORT (Adrianzen)**

The Board approved/ratified the expenditures incurred by the District during the period of November 5, 2019 through December 5, 2019 for a total expenditure of \$862,778.85.

**17D.3 AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA, INC. (Colom/Madera)**

The Board approved the agreement with Professional Tutors of America, Inc. to provide one-on-one academic home tutoring for two students with special needs in an amount not to exceed \$9,600.00 from the Special Education fund.

**17D.4 AGREEMENT WITH AARDVARK ANT AND PEST CONTROL – ADDENDUM NO. 2**

(Adrianzen/Azevedo)

The Board approved/ratified Addendum No. 2 to the agreement with Aardvark Ant & Pest Control to include pest control service for Willow School and Vista Del Mar Middle School at an estimated cost of \$4,800.00 from the General fund.

**17D.5 MEMORANDUM OF UNDERSTANDING WITH NAVAIR NORTH ISLAND'S SCIENCE ENRICHMENT PROGRAM (NSEP) (Colom/Bojorquez)**

The Board approved the Memorandum of Understanding with NAVAIR to provide North Island's Science Enrichment Program (NSEP) at Willow School at no cost to the District.

**17D.6 EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD FOR 2019-20 – AMENDMENT NO. 1 (Colom/Medina)**

The Board accepted the Grant Award Amendment No. 1 from the Education for Homeless Children and Youth Program to provide supplemental services for District's homeless children and youth. The award amount is increased by \$3,125.00 for a total of \$125,000.00 for fiscal year 2019-20.

**17D.7 AGREEMENT WITH MAXIM HEALTHCARE SERVICES (Colom/Madera)**

The Board approved/ratified the agreement with Maxim Healthcare Services to provide Resource Specialist Teacher to San Ysidro Middle School until the position is filled at a rate of \$455.00 per day.

**17D.8 AGREEMENT WITH MANO A MANO FOUNDATION (Colom/Burciaga)**

The Board approved the agreement with the Mano A Mano Foundation for parent education workshops at Sunset Elementary School during the months of January through March 2020 at a cost of \$4,000.00 from Title I funds.

**17D.9 CONSULTANT AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE MULTI-TIERED SYSTEM OF SUPPORT (MTSS) PROGRAM FOR THE 2019-20 SCHOOL YEAR (Colom)**

The Board approved/ratified the agreement with the San Diego County Superintendent of Schools for the Multi-Tiered System of Support Program. The District will receive compensation in the amount of \$17,040.00 for school year 2019-20.

**17D.10 MEMBERSHIP TO THE CALIFORNIA PUBLIC RELATIONS ASSOCIATION (CALSPRA) 2019-2020 (Potter)**

The Board approved/ratified the membership of Francisco Mata, Coordinator of Public Relations and Community Services, to the California Public Relations Association for 2019-2020 at an estimated cost of \$150.00 from the General fund.

**17D.11 ACCEPTANCE OF 20 KANO COMPUTERS DONATED BY COX COMMUNICATIONS FOR SMYTHE SCHOOL (Colom)**

The Board approved/ratified the acceptance of 20 KANO computers donated by Cox Communications to be used by 6<sup>th</sup> grade students from Smythe School.

**17D.12 MEMORANDUM OF UNDERSTANDING WITH SANFORD HARMONY TO PROVIDE SOCIAL EMOTIONAL LEARNING (SEL) SERVICES (Colom/Calleros)**

The Board approved/ratified the Memorandum of Understanding with Sanford Harmony to provide Social Emotional Learning services to students in grades Preschool through sixth at no cost to the District.

**17D.13 EARLY CHILDHOOD EDUCATION FIELDWORK SITE AGREEMENT WITH BRANDMAN UNIVERSITY (Farkas)**

The Board approved the Early Childhood Education Fieldwork Site Agreement between San Ysidro School District and Brandman University.

**17D.14 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH ASELTINE SCHOOL FOR 2019-2020 SCHOOL YEAR (ADDENDUM) (Colom/Madera)**

The Board approved/ratified the Addendum to the San Diego County Nonpublic Master Contract with AseLINE School to include services during the Extended School Year 2019 for a student with special needs in an amount of \$3,553.22. The new contract total increased from \$46,471.96 to \$50,025.18 from the Special Education fund.

Clerk R. Lopez made the motion to recess to Closed Session, seconded by Vice-President Martinez. The vote was 4-0.

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 8:04 p.m. in accordance with section 54954.5 regarding:****5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Colom)**

Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Student v. San Ysidro School District  
OAH Case No. 2019090092

**5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Colom)**

Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Student v. San Ysidro School District  
OAH Case No. 2019090512

**5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)**

Pursuant to Government Code Section 54956.9(d)(1)  
Case: San Diegans for Open Government vs. Fonseca  
Case No. 37-2017-00007369-CU-MC-CTL

**5.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:  
No. of cases: 3

**5.5 GOVERNMENT CODE SECTION 54957 (Farkas)**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

**5.6 GOVERNMENT CODE SECTION 54957.6**

**CONFERENCE WITH LABOR NEGOTIATORS (Farkas)**

Agency Negotiators: David Farkas, 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 9:06 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

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

- 1) Item 5.4 - The Board voted unanimously on a motion by Board Member Rudy Lopez, seconded by Board Member Martinez to initiate a lawsuit against Greater San Diego After School All Stars.

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

**18. ADJOURNMENT** Time: 9:07 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** ANNUAL & FIVE YEAR DEVELOPER FEES REPORT FOR 2018-19

**BACKGROUND INFORMATION:**

The purpose of Developer Fees imposed on new residential, commercial, and industrial development within the District is to fund the school facilities required to serve the additional grade K-8 students generated by such new development. The fees collected are used for the construction and/or acquisition of additional school facilities and the reconstruction of exiting school facilities to provide additional capacity. A proportional and reasonable relationship between the Developer Fees imposed on new development and the need for additional District school facilities exists because new development will generate new students to be enrolled in the District which will lead to increased need for school facilities. Homeowners currently being assessed for Mello-Roos are not subject to developer fees.

Pursuant to Sections 66006 and 66001 of the Government Code, the District shall make available to the public certain information relative to the collection of Statutory School Fees ("Fees") within 180 days after the last day of the fiscal year and at least 15 days prior to the public meeting of the Governing Board. This information shall consist of the beginning and ending balances; amount of fees collected and interest earned; and identification of the program on which fees were expended, including the percentage of the cost of the project funded by fees in connection with school facilities to accommodate additional students from new developments if funded or partially funded with fees.

A copy of the report was made available for public review and will be posted on the District's website after Governing Board approval.

~ Report under separate cover ~

**RECOMMENDATION:**

Approve the 2018-19 Annual & Five Year Developer Fee Report in compliance with Government Code Sections 66006 and 66001.

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

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

--  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:** MA  
 Informational  
 Action

**AGENDA ITEM:** 2018-19 AUDIT REPORT

**BACKGROUND INFORMATION:**

In accordance with Education Code section 41020, public school districts are required to have an annual comprehensive financial and compliance audit conducted by an independent audit firm. On or before December 15th, the school districts shall file the audit report with the county superintendent of schools of their respective county.

The 2018-19 audit was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. Education Code Section 41020.3, further stipulates that the governing board of a school district shall review, at a public meeting the annual audit report. A representative from Wilkinson, Hadley, King & Co., LLP will be present to answer any questions on this item. Report is provided under separate cover.

**RECOMMENDATION:**

Approve the 2018-19 Annual Financial Audit Report.

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MA

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

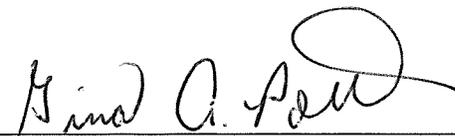
N/A  
(Amount)

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

-----  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

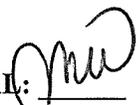
**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** BUDGET REDUCTION PLAN 2020-21

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**BACKGROUND INFORMATION:**

On December 19, 2019, the District submitted the 2019-20 First Interim Report with a Qualified Certification. Qualified Certification means the school district may not meet its financial obligations for the current and two subsequent fiscal years. The District is required to submit a budget reduction plan to the San Diego County Office of Education by the Second Interim Report.

For fiscal year 2020-21, the District anticipates that the total budget reduction needed will be \$2.5 million to \$3 million.

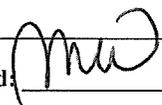
**RECOMMENDATION:**

Approve the Budget Reduction Plan for 2020-21 which the District is required to submit to the San Diego County Office of Education. The District filed a Qualified Budget Certification at First Interim; therefore, a Budget Reduction Plan must be approved by the Second Interim Report.

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   
Requisition #

Financial Implications?  
 Yes     No

Are funds for this item available in the 2019-2020 Budget?  
 Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

2020-2021 Budget Reduction Plan		
		Estimated Reduction
1	Spending Freeze	\$200,000
2	Reduced Electricity Costs	\$150,000
3	Shift Qualified Expenditures to Title Programs	\$100,000
4	Limit Overtime Costs	\$50,000
5	Layoff Resolutions Some layoffs are from hiring freeze of vacant positions <b>Certificated Layoff Resolution</b>	
	Approximately 5-10 Certificated Full-Time Equivalents (FTEs)	\$500,000 - \$1 million
	<b>Classified Layoff Resolution</b>	
	Approximately 8.45 - 10.86 Classified Full-Time Equivalents (FTEs)	\$610,000 - \$730,000
6	<b>Payoff 2017 COPS for modernization of 2 schools and PNC Loan for HVAC upgrades - Pending March 2020 GO Bond Elections</b>	TBD
7	<b>Other Options - TBD</b>	\$900,000 - \$800,000
<b>Budget Reduction Total</b>		<b>\$2.5 million - \$3.0 million</b>

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:** *GAP*  
 Informational  
 Action

**AGENDA ITEM:** SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 0000 SERIES

**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 and word processing services.

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 a list of Board Policies (BP) and Administrative Regulations (AR) that are being revised:

- BA/AR 0460 – Local Control and Accountability Plan
- BP 0520.1 – Comprehensive and Targeted Support and Improvement (New)

**RECOMMENDATION:**

Approve the second reading and adoption of revised Board Policies and Administrative Regulations – 0000 series.

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *MW*

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

N/A

N/A

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(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*

Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

## **POLICY GUIDE SHEET**

### **FIRST READING OF BOARD BYLAWS – 0000 SERIES**

**1-23-20**

#### **BP/AR 0460 - Local Control and Accountability Plan**

(BP/AR revised)

Policy updated to delete the section on "Technical Assistance/Intervention," as that material is now addressed in BP 0520 - Intervention for Underperforming Schools. Paragraph added to generally address actions that may be taken whenever a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the local control and accountability plan (LCAP). Regulation updated to reflect **NEW LAW (AB 1240)** which adds, as a measure of student achievement, the percentage of students who have successfully completed both college entrance courses and career technical education courses.

#### **BP 0520.1 - Comprehensive and Targeted Support and Improvement**

(BP added)

New policy addresses the state's accountability system, developed in response to federal Title I requirements, to provide interventions to schools identified by CDE for CSI, TSI, or ATSI. Policy includes criteria for the identification of schools, requirements for a school improvement plan, and actions to be taken if implementation of the school plan is unsuccessful after a specified period of years.

**LOCAL CONTROL AND ACCOUNTABILITY PLAN**

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0415 - Equity)*

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

*(cf. 3100 - Budget)*

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

*Unduplicated students* include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6174 - Education for English Learners)*

*Numerically significant student subgroups* include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

*(cf. 6173 - Education for Homeless Children)*

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

*(cf. 0420 - School Plans/Site Councils)*

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0440 - District Technology Plan)*  
*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 7110 - Facilities Master Plan)*

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

*(cf. 1312.3 - Uniform Complaint Procedures)*

**Plan Development**

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 4140/4240/4340 - Bargaining Units)*  
*(cf. 6020 - Parent Involvement)*

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued) **Public Review and Input**

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

*(cf. 5145.6 - Parental Notifications)*

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

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

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

*(cf. 9320 - Meetings and Notices)*

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)**Adoption of the Plan**

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

**Submission of Plan to County Superintendent of Schools**

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

**Monitoring Progress**

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

*(cf. 0500 - Accountability)*

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

*(cf. 0520 - Intervention for Underperforming Schools)*

*(cf. 0520.1 - Comprehensive and Targeted Support and Improvement)*

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)*Legal Reference:*EDUCATION CODE*305-306 English language education**17002 State School Building Lease-Purchase Law, including definition of good repair**33430-33436 Learning Communities for School Success Program; grants for LCAP implementation**41020 Audits**41320-41322 Emergency apportionments**42127 Public hearing on budget adoption**42238.01-42238.07 Local control funding formula**44258.9 County superintendent review of teacher assignment**47604.33 Submission of reports by charter schools**47606.5 Charter schools, local control and accountability plan**48985 Parental notices in languages other than English**51210 Course of study for grades 1-6**51220 Course of study for grades 7-12**52052 Numerically significant student subgroups**52059.5 Statewide system of support**52060-52077 Local control and accountability plan**52302 Regional occupational centers and programs**52372.5 Linked learning program**54692 Partnership academies**60119 Sufficiency of textbooks and instructional materials; hearing and resolution**60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission**64001 School plan for student achievement**99300-99301 Early Assessment Program*WELFARE AND INSTITUTIONS CODE*300 Dependent child of the court*CODE OF REGULATIONS, TITLE 5*4600-4670 Uniform complaint procedures**15494-15497 Local control and accountability plan and spending requirements*UNITED STATES CODE, TITLE 20*6311 State plan**6312 Local educational agency plan**6826 Title III funds, local plans**Management Resources continued: (see next page)*

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

*Management Resources:*

CSBA PUBLICATIONS

*The California School Dashboard and Small Districts, October 2018*

*Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016*

*LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*California School Accounting Manual*

*California School Dashboard*

*LCFF Frequently Asked Questions*

*Local Control and Accountability Plan and Annual Update (LCAP) Template*

*Family Engagement Framework: A Tool for California School Districts, 2014*

*California Career Technical Education Model Curriculum Standards, 2013*

*California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)

*California Common Core State Standards: Mathematics, rev. 2013*

*California English Language Development Standards, 2012*

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

California School Dashboard: <http://www.caschooldashboard.org>

(10/17 12/18) 10/19

Policy  
Adopted:  
Revised:

**SAN YSIDRO SCHOOL DISTRICT**  
San Ysidro

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

BP 0460(a)

**LOCAL CONTROL AND ACCOUNTABILITY PLAN**

The Board of Education desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0415 - Equity)*

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*(cf. 3100 - Budget)*

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*Unduplicated students* include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6174 - Education for English Learners)*

*Numerically significant student subgroups* include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

*(cf. 6173 - Education for Homeless Children)*

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

*(cf. 0420 - School Plans/Site Councils)*

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0440 - District Technology Plan)*  
*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 7110 - Facilities Master Plan)*

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

*(cf. 1312.3 - Uniform Complaint Procedures)*

**Plan Development**

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 4140/4240/4340 - Bargaining Units)*  
*(cf. 6020 - Parent Involvement)*

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)**Public Review and Input**

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

*(cf. 5145.6 - Parental Notifications)*

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

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

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

*(cf. 9320 - Meetings and Notices)*

**Adoption of the Plan**

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

**Submission of Plan to County Superintendent of Schools**

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

**Monitoring Progress**

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance the California School Dashboard. Evaluation data shall be used to recon-  
revisions to the LCAP.

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

*(cf. 0500 - Accountability)*

**Technical Assistance/Intervention**

At its discretion, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in identifying district strengths and weaknesses in regard to state priorities, which includes the review of performance data on the state and local indicators included in the Dashboard and other relevant local data, and in identifying effective, evidence-based programs or practices that address any areas of weakness.
2. Assistance from an academic, programmatic, or fiscal expert, or team of experts, in identifying and implementing effective programs and practices that are designed to improve performance in any identified areas of weakness. The district may engage other service providers, including, but not limited to, other school districts, county offices of education, or charter schools, to provide such assistance.

In the event that the County Superintendent requires the district to receive technical assistance based on one or more numerically significant student subgroups meeting the criteria established pursuant Education Code 52064.5, the Board shall work with the County Superintendent, or another service provider at district expense, and shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items #1-2 above or substantially similar activities. (Education Code 52071)

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)

If the SPI identifies the district as needing intervention, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: (Education Code 52072)

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)*Legal Reference:*EDUCATION CODE305-306 *English language education*17002 *State School Building Lease-Purchase Law, including definition of good repair*33430-33436 *Learning Communities for School Success Program; grants for LCAP implementation*41020 *Audits*41320-41322 *Emergency apportionments*42127 *Public hearing on budget adoption*42238.01-42238.07 *Local control funding formula*44258.9 *County superintendent review of teacher assignment*48985 *Parental notices in languages other than English*51210 *Course of study for grades 1-6*51220 *Course of study for grades 7-12*52052 *Numerically significant student subgroups*52059.5 *Statewide system of support*52060-52077 *Local control and accountability plan*52302 *Regional occupational centers and programs*52372.5 *Linked learning program*54692 *Partnership academies*60119 *Sufficiency of textbooks and instructional materials; hearing and resolution*60605.8 *California Assessment of Academic Achievement; Academic Content Standards Commission*64001 *Single plan for student achievement*99300-99301 *Early Assessment Program*WELFARE AND INSTITUTIONS CODE300 *Dependent child of the court*CODE OF REGULATIONS, TITLE 515494-15497 *Local control and accountability plan and spending requirements*UNITED STATES CODE, TITLE 206312 *Local educational agency plan*6826 *Title III funds, local plans**Management Resources: (see next page)*

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)*Management Resources:*CSBA PUBLICATIONS*The California School Dashboard and Small Districts, October 2018**Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016**LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*California School Accounting Manual**California School Dashboard**LCFF Frequently Asked Questions**Local Control and Accountability Plan and Annual Update (LCAP) Template**Family Engagement Framework: A Tool for California School Districts, 2014**California Career Technical Education Model Curriculum Standards, 2013**California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013**California Common Core State Standards: Mathematics, rev. 2013**California English Language Development Standards, 2012*WEB SITES*CSBA: <http://www.csba.org>**California Department of Education: <http://www.cde.ca.gov>**California School Dashboard: <http://www.caschooldashboard.org>*

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

AR 0460(a)

**LOCAL CONTROL AND ACCOUNTABILITY PLAN****Goals and Actions Addressing State and Local Priorities**

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:

- a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 3517 - Facilities Inspection)*

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

- b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

*(cf. 6011 - Academic Standards)*

*(cf. 6174 - Education for English Learners)*

- c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6173.1 - Education for Foster Youth)*

- d. Student achievement, as measured by all of the following as applicable:

- (1) Statewide assessments of student achievement

**13.5**

**LOCAL CONTROL AND ACCOUNTABILITY PLAN**

- (2) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
- (3) The English learner reclassification rate

*(cf. 0500 - Accountability)*  
*(cf. 6141.5 - Advanced Placement)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - State Academic Achievement Tests)*  
*(cf. 6178 - Career Technical Education)*

- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

*(cf. 5113.1 - Chronic Absence and Truancy)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 6146.1 - High School Graduation Requirements)*

- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

*(cf. 5137 - Positive School Climate)*  
*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

*(cf. 6143 - Courses of Study)*  
*(cf. 6159 - Individualized Education Program)*

- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

- 2. Any goals identified for any local priorities established by the Board.

*(cf. 0200 - Goals for the School District)*

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

**Increase or Improvement in Services for Unduplicated Students**

The LCAP shall demonstrate how the district will increase or improve 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. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

**Availability of the Plan**

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52065)

*(cf. 1113 - District and School Web Sites)*

(10/17 12/18) 10/19

Regulation  
Adopted:  
Revised:

**SAN YSIDRO SCHOOL DISTRICT**  
San Ysidro, California

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

AR 0460(a)

**LOCAL CONTROL AND ACCOUNTABILITY PLAN****Goals and Actions Addressing State and Local Priorities**

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  - a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 3517 - Facilities Inspection)*

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

- b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

*(cf. 6011 - Academic Standards)*

*(cf. 6174 - Education for English Learners)*

- c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6173.1 - Education for Foster Youth)*

- d. Student achievement, as measured by all of the following as applicable: **13.5**

- (1) Statewide assessments of student achievement

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

- (2) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692, if applicable
- (3) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
- (4) The English learner reclassification rate
- (5) The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher, if applicable
- (6) The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301, if applicable

*(cf. 0500 - Accountability)*  
*(cf. 6141.5 - Advanced Placement)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - State Academic Achievement Tests)*  
*(cf. 6178 - Career Technical Education)*

- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

*(cf. 5113.1 - Chronic Absence and Truancy)*  
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- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

*(cf. 5137 - Positive School Climate)*  
*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

*(cf. 6143 - Courses of Study)*

*(cf. 6159 - Individualized Education Program)*

- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

*(cf. 0200 - Goals for the School District)*

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

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The LCAP shall demonstrate how the district will increase or improve 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. (5 CCR 15494-15496)

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
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3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

**Availability of the Plan**

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52065)

*(cf. 1113 - District and School Web Sites)*

**COMPREHENSIVE AND TARGETED SUPPORT AND IMPROVEMENT**

The Governing Board is committed to enabling all district students to meet state academic achievement standards. The district shall provide support and assistance to increase student achievement in all district schools, especially any school that has been identified by the California Department of Education (CDE) as in need of comprehensive support and improvement (CSI), targeted support and improvement (TSI), or additional targeted support and improvement (ATSI).

*(cf. 0500 - Accountability)*

*(cf. 0520 - Intervention for Underperforming Schools)*

*(cf. 6011 - Academic Standards)*

*(cf. 6171 - Title I Programs)*

When any school is identified for CSI, TSI, or ATSI, the Superintendent or designee shall notify the school community, including the principal, teachers, and parent/guardians of students of the school, of the identification and, if applicable, shall inform the school of the student subgroup(s) which are consistently underperforming at the school.

**School Plan**

Upon receiving notification from CDE that a district school has been identified as eligible for CSI, TSI, or ATSI, the district shall, in partnership with principals, other school leaders, teachers, and parents/guardians, develop and implement a plan to improve student outcomes at the school. The plan shall: (20 USC 6311)

1. Be based on all state indicators in the California School Dashboard, including student performance against state-determined long-term goals, except that any school subject to the state's Dashboard Alternative School Status that has fewer than 100 students may focus on the state indicators that are more applicable to the nature of its program
2. Be based on a school-level needs assessment
3. Include evidence-based interventions
4. If the school is identified for CSI or ATSI, identify resource inequities, which may include a review of district and school-level budgets, to be addressed through implementation of the plan

*(cf. 0400 - Comprehensive Plans)*

The school plan for student achievement developed pursuant to Education Code 64001 may serve as the school improvement plan required for CSI, TSI, or ATSI, provided that the plan meets the requirements of 20 USC 6311. (Education Code 64001)

*(cf. 0420 - School Plans/Site Councils)*

The school improvement plan shall be submitted to the Board for approval. /

**COMPREHENSIVE AND TARGETED SUPPORT AND IMPROVEMENT** (continued)

If any district school is identified for CSI, the district's local control and accountability plan shall include descriptions of how the district provides support to CSI school(s) in developing the CSI plan and how the district will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

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

**Monitoring and Intervention**

The Board and the Superintendent or designee shall regularly review the performance of each school identified for CSI, TSI, or ATSI.

After two years of implementing the school plan, if any such school has been unsuccessful in improving student outcomes to a level that exceeds initial eligibility criteria, the district shall identify the problem and take additional action as necessary.

If a school identified for CSI fails to improve student outcomes within four years to a level that exceeds the CSI eligibility criteria, it shall be subject to more rigorous interventions that include, but are not limited to, partnering with an external entity, agency, or individual with demonstrated expertise and capacity to:

1. Conduct a new needs assessment that focuses on systemic factors and conduct a root cause analysis that identifies gaps between current conditions and desired conditions in student performance and progress
2. Use the results of the analysis along with stakeholder feedback to develop a new improvement plan that includes:
  - a. A prioritized set of evidence-based interventions and strategies
  - b. A program evaluation component with support to conduct ongoing performance and progress monitoring

*Legal Reference:*EDUCATION CODE

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

64001 School plan for student achievement

UNITED STATES CODE, TITLE 20

6311-6322 Improving basic programs for disadvantaged students, especially:

6311 State plans

6313 Eligibility of schools and school attendance areas; funding allocation

**COMPREHENSIVE AND TARGETED SUPPORT AND IMPROVEMENT (continued)**

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*California School Dashboard*

*CSI/TSI/ATSI Frequently Asked Questions*

*California ESSA Consolidated State Plan, 2017*

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments, 2016*

WEB SITES

*California Department of Education: <http://www.cde.ca.gov>*

*California School Dashboard: <http://www.caschooldashboard.org>*

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

10/19

Policy  
Adopted:

**SAN YSIDRO SCHOOL DISTRICT**

San Ysidro, California

**13.5**

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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:** *GAP*  
 Informational  
 Action

**AGENDA ITEM:** SECOND READING AND ADOPTION OF REVISED BOARD POLICIES – 1000 SERIES

**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 and word processing services.

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 Board Policies (BP) that need to be revised:

- BP 1112 – Media Relations
- BP 1431 – Waivers

**RECOMMENDATION:**

Approve the second reading and adoption of revised Board Policies – 1000 series.

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

<input type="checkbox"/> Renewal	<input type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input checked="" type="checkbox"/> Other	Business Services Reviewed <i>Muo</i>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
N/A (Amount)		N/A (Name of funding source and/or location)			

Recommended for:  Approval  Denial Certification Requested  Yes  No

**Superintendent's Office Certification:**

*Gina A. Potter*  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

## **POLICY GUIDE SHEET**

### **FIRST READING OF BOARD POLICIES – 1000 SERIES**

**1-23-20**

#### **BP 1112 - Media Relations**

(BP revised)

Policy updated to expand the section on "Crisis Communications Plan" to apply to natural disasters, involve district technology personnel in the development of the plan, and expand the contents of the plan. Policy also updated to encourage the establishment of priorities and key messages for proactive communications with the media, clarify that media representatives can be required to register before coming on campus only if the district has adopted a policy requiring all visitors to register, and clarify that the only student directory information that may be released to the media is that information designated by the district in AR 5125.1 - Release of Directory Information.

# Board Policy

## Community Relations

BP 1112(a)

### MEDIA RELATIONS

The Governing Board respects the public's desire for and right to information and recognizes that the media significantly influence the community's understanding of school programs, student achievement, and school safety. In order to develop and maintain positive media relations, the Board and Superintendent shall reasonably accommodate media requests for information and provide accurate, reliable, and timely information.

In conjunction with the Superintendent or designee, the Board shall periodically establish priorities and key messages for proactively communicating with the media regarding current district issues, activities, or needs.

*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 0510 - School Accountability Report Card)*  
*(cf. 1100 - Communication with the Public)*  
*(cf. 1160 - Political Processes)*

Media representatives are welcome at all public Board meetings and shall receive meeting agendas upon request in accordance with Board policy.

*(cf. 9321 - Closed Session)*  
*(cf. 9322 - Agenda/Meeting Materials)*

### MEDIA RELATIONS

Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

*(cf. 1250 - Visitors/Outsiders)*  
*(cf. 3515.2 - Disruptions)*

Staff may provide the media with student directory information, **as identified in AR 5125.1 - Release of Directory Information**, unless the student's parent/guardian has submitted a written request that such information not be disclosed. The district shall not release **other student records or personally identifiable student** information that is private or confidential as required by law, Board policy, or administrative regulation.

**MEDIA RELATIONS** (continued)

*(cf. 1340 - Access to District Records)*  
*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 5125 - Student Records)*  
*(cf. 5125.1 - Release of Directory Information)*  
*(cf. 9010 - Public Statements)*  
*(cf. 9324 - Minutes and Recordings)*

**Interviewing and Photographing Students**

The district shall not impose restraints on students' right to speak freely with media Representatives. However, interviewing and photographing students shall not create substantial disruption to the orderly operation of the school or impinge on the rights or safety of students. Therefore, the district shall encourage media representatives who wish to interview or photograph students at school to make prior arrangements with the principal.

*(cf. 5145.2 - Freedom of Speech/Expression)*

**Media Contacts/Spokespersons**

The Superintendent or designee shall identify the district's and/or site's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the district include the Board president, Superintendent, public information officer, or district communications director. Other Board members and/or staff may be asked by the Superintendent or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue or appropriateness given a particular situation.

The Superintendent or designee shall provide training on effective media relations to all designated spokespersons.

*(cf. 9240 - Board Training)*

**Crisis Communications Plan**

The Superintendent or designee shall develop strategies for working with the media to provide timely and accurate information to students, parents/guardians, and the community during a crisis or natural disaster. The crisis communications plan may include, but not be limited to, identification of a media center, strategies for press conference logistics, and development and integration of both internal and external notification systems, including public address systems, social media, web site postings, and text alerts.

**MEDIA RELATIONS** (continued)

(cf. 0450 - *Comprehensive Safety Plan*)  
 (cf. 1113 - *District and School Web Sites*)  
 (cf. 1114 - *District-Sponsored Social Media*)  
 (cf. 3516 - *Emergencies and Disaster Preparedness Plan*)

The Superintendent or designee shall include local law enforcement, media representatives, and district technology personnel in the crisis planning process.

*Legal Reference:*EDUCATION CODE

32210-32212 *Willful disturbance of public school or meeting*  
 35144 *Special meetings*  
 35145 *Public meetings*  
 35160 *Authority of governing boards*  
 35172 *Promotional activities*  
 48907 *Freedom of speech and press*  
 48950 *Prohibition against disciplinary action for first amendment speech*  
 49061 *Definition of directory information*  
 49073 *Directory information*

EVIDENCE CODE

1070 *Refusal to disclose news source*

PENAL CODE

627-627.10 *Access to school premises*

UNITED STATES CODE, TITLE 20

1232g *Family educational and privacy rights*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.3 *Definition of directory information*

COURT DECISIONS

*Lopez v. Tulare Joint Union High School District*, (1995) 34 Cal.App.4th 1302

ATTORNEY GENERAL OPINIONS

79 *Ops. Cal. Atty. Gen.*, 58 (1996)

*Management Resources:*WEB SITES

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

**MEDIA RELATIONS**

The Board of Education respects the public's right to information and recognizes that the media significantly influence the community's understanding of school programs. In order to develop and maintain positive media relations, the Board and the Superintendent desire to reasonably accommodate media requests for information and to provide accurate, reliable and timely information.

Media representatives are welcome at all Board meetings and shall receive meeting agendas upon request in accordance with Board policy.

*(cf. 9322 - Agenda/Meeting Materials)*

Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

*(cf. 1250 - Visitors/Outsiders)*  
*(cf. 3515.2 - Disruptions)*

The district shall not release information that is private or confidential as required by law, Board policy or administrative regulation. No other access to student records or personally identifiable student information may be provided without written parent/guardian permission.

*(cf. 1340 - Access to District Records)*  
*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 5125 - Student Records)*  
*(cf. 5125.1 - Release of Directory Information)*  
*(cf. 9010 - Public Statements)*  
*(cf. 9321.1 - Closed Session Actions and Reports)*

**Interviewing and Photographing Students**

The district shall not impose restraints on students' right to speak freely with media representatives at those times which do not disrupt a student's educational program. However, interviews of students may not create substantial disorder or impinge on the rights of others. Therefore, in order to minimize possible disruption, media representatives who wish to interview students at school are strongly encouraged to make prior arrangements with the principal. At their discretion, parents/guardians may instruct their children not to communicate with media representatives.

*(cf. 5145.2 - Freedom of Speech/Expression)*

In order to protect the privacy and safety of students, a media representative who wishes to photograph students on school grounds should first make arrangements with the Superintendent or designee. Parents or guardians must consent to photographs being taken by the media of their child/children.

**MEDIA RELATIONS** (continued)

When interviewing or photographing a special education student, he/she shall not be identified as a special education student without prior, written parent/guardian permission. Parents or guardians must consent to photographs being taken by the media of their child/children.

**Media Communications Plan**

In order to help develop strong relations with the media, the Superintendent or designee may develop a proactive media communications plan. This plan may include, but not be limited to, information related to district programs and needs, student awards, school accomplishments and events of special interest.

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

*(cf. 1100 - Communication with the Public)*

*(cf. 1160 - Political Processes)*

The plan shall specify the district's and/or site's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the district include the Board president, Superintendent and public information officer. Other Board members and staff may be asked by the Superintendent or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue.

The Superintendent or designee shall provide training on effective media relations to all designated spokespersons.

*(cf. 9240 - Board Training)*

**Crisis Communications Plan**

During a disturbance or crisis situation, the first priority of school staff is to assure the safety of students and staff. However, the Board recognizes the need to provide timely and accurate information to parents/guardians and the community during a crisis. The Board also recognizes that the media have an important role to play in relaying this information to the public. In order to help ensure that the media and district work together effectively, the Superintendent or designee may develop a crisis communications plan to identify communication strategies to be taken in the event of a crisis.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

The crisis communications plan may include but not be limited to identification of a media center location, development of both internal and external notification system for press conference logistics.

**MEDIA RELATIONS** (continued)

The Superintendent or designee may include local law enforcement and media representatives in the crisis planning process.

*Legal Reference:*

EDUCATION CODE

32210-32212 *Willful disturbance of public school or meeting*

35144 *Special meetings*

35145 *Public meetings*

35160 *Authority of governing boards*

35172 *Promotional activities*

EVIDENCE CODE

1070 *Refusal to disclose news source*

PENAL CODE

627-627.10 *Access to school premises*

COURT DECISIONS

*Lopez v. Tulare Joint Union High School District, (1995) 34 Cal.App.4th 1302*

ATTORNEY GENERAL OPINIONS

95 *Ops.Cal.Atty.Gen. 509 (1996)*

*Management Resources:*

WEB SITES

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

# 1000 Series

First Reading of *Revised* Board Policies

- 1112
- 1431

**WAIVERS**

The Governing Board recognizes that circumstances may arise in the operation of the district that require a waiver from state law or regulation. When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state-law or regulation which SBE has authority to waive pursuant to Education Code 33050.

Any waiver request to be submitted to SBE shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

If the proposed waiver request affects a program that requires the existence of a school site council, the Superintendent or designee shall obtain the school site council's approval of the request before presenting it to the Board. As appropriate, other councils or advisory committees, including bilingual advisory committees, shall be provided adequate opportunity to review a proposed waiver request, and the request shall include a written summary of any objections to the request by the councils or advisory committees. (Education Code 33051)

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*

In addition, the Superintendent or designee shall consult with the exclusive representative of district employees in the development of the waiver request, and shall include in the request the exclusive representative's position regarding the waiver. (Education Code 33050, 33051)

*(cf. 4140/4240/4340 - Bargaining Units)*

A request for a waiver related to a regional occupational center or program operated by a joint powers agency shall be submitted as a joint waiver request with other participating school districts upon approval of a unanimous vote of the governing board of the joint powers agency. (Education Code 33050)

*(cf. 6178.2 - Regional Occupational Center/Program)*

To receive public testimony on each proposal for a waiver request, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

The notice, which shall state the time, date, location, and subject of the public hearing and invite public testimony, may be printed in a newspaper of general circulation and/or posted at each school and three public places in the district.

*(cf. 9320 - Meetings and Notices)*

**WAIVERS** (continued)

If the district determines that a waiver is needed for more than one year, the Board shall reapply to SBE. When the district Board has requested and received the same general waiver from SBE for two consecutive years, the Board does not subsequently need to reapply annually provided that the information contained on the request remains current, except that the district shall apply annually for the renewal of any waiver regarding teacher credentialing. (Education Code 33051)

*Legal Reference:*

EDUCATION CODE

33050-33053 *General waiver authority*

48800 *Attendance at community college*

51747.3 *Charter school independent study funding*

56000-56867 *Special education programs*

65001 *School site councils*

*Management Resources:*

WEB SITES

*California Department of Education, Waiver Office: <http://www.cde.ca.gov/re/lr/wr>*

*Commission on Teacher Credentialing: <http://www.ctc.ca.gov>*

(7/05 8/13) 10/19

Policy

Adopted: June 13, 2019

Revised:

**SAN YSIDRO SCHOOL DISTRICT**

San Ysidro, California

**13.6**

**Page 11 of 14**

# 1000 Series

## *Current Versions* of Board Policies:

- 1112
- 1431

**WAIVERS**

The Board of Education recognizes that strict compliance with the law may sometimes hinder the district's ability to provide its students with an effective, well-rounded educational program. When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state or federal law or regulation which it has authority to waive pursuant to Education Code 33050.

Any waiver request to be submitted to the SBE shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

Prior to presenting the proposed request for Board approval, the Superintendent or designee shall consult with and obtain the approval of any advisory committee or site council when required by law.

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*

To receive public testimony on each waiver request proposal, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

The notice, which shall state the time, date, location, and subject of the public hearing, may be printed in a newspaper of general circulation or posted at each school and three public places in the district.

*(cf. 9320 - Meetings and Notices)*

When the district has requested and received the same general waiver from the SBE for two consecutive years, the Board is not required to reapply annually if the information contained on the request remains current. However, the district shall apply annually for the renewal of any waiver regarding teacher credentialing. (Education Code 33051)

*Legal Reference: (see next page)*

**WAIVERS (continued)**

*Legal Reference:*

EDUCATION CODE

- 5000-5033 *Governing board elections*
- 10400-10407 *Cooperative improvement programs*
- 17047.5 *Facilities used by special education students*
- 17291 *Portable school buildings*
- 33050-33053 *General waiver authority*
- 37202 *Equity length of time*
- 41000-41360 *School finance*
- 41381 *Minimum school day*
- 41600-41854 *Computation of allowances*
- 41920-42842 *Budget requirements; local taxation by school districts*
- 44666-44669 *School-Based Management and Advanced Career Opportunities*
- 44681-44689 *Administrator Training and Evaluation*
- 45108.7 *Maximum number of senior management positions*
- 48660-48666 *Community day schools*
- 48800 *Attendance at community college*
- 49550-49560 *Meals for needy students*
- 51224.5 *Algebra instruction*
- 51745.6 *Charter school independent study ratio*
- 52160-52178 *Bilingual-Bicultural Education Act of 1976*
- 52522 *Plans for adult education*
- 54407 *Waiver for compensatory education programs*
- 56000-56867 *Special education programs*
- 58407 *Waiver related to individualized instruction program*
- 60119 *Public hearing on sufficiency of instructional materials*

CODE OF REGULATIONS, TITLE 5

- 3100 *Resource specialist caseload waivers*
- 3945 *Cooperative programs*
- 11960 *Charter school attendance*
- 11963.4 *Charter school percentage funding*
- 13017 *Waivers, compensatory education New Careers in Education Program*
- 13044 *Waivers, compensatory education Professional Development and Program Improvement Programs*

UNITED STATES CODE, TITLE 20

- 1400-1482 *Individuals with Disabilities Education Act*
- 7115 *Student Support and Academic Enrichment Grants*

*Management Resources:*

WEB SITES

- California Department of Education, Waiver Office: <http://www.cde.ca.gov/re/lr/wr>*
- Commission on Teacher Credentialing: <http://www.ctc.ca.gov>*

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

INITIAL: MA  
 Informational  
 Action

**AGENDA ITEM:** SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 3000 SERIES

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**BACKGROUND INFORMATION:**

The 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 and word processing services.

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.

The following Board Policies and Administrative Regulations in the 3000 Series have been updated:

- BP/AR 3320
- BP/AR 3515
- BP/AR 3551

**RECOMMENDATION:**

Approve second reading and adoption of revised Board Policies and Administrative Regulations - 3000 series (Business and Noninstructional Operations).

---

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MA

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

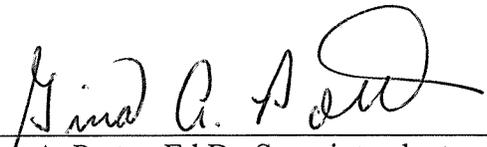
N/A  
(Amount)

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

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

## POLICY GUIDE SHEET REVISIONS

### BUSINESS AND NONINSTRUCTIONAL OPERATIONS

#### **BP 3320 - Claims and Actions Against the District**

(BP revised 7/19)

Policy updated to include Superintendent or "designee" to the following paragraph: In accordance with Government Code 935.4, the Board delegates to the Superintendent or **designee** the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance coverage.

#### **AR 3320 - Claims and Actions Against the District**

(AR revised 7/19)

Regulation updated to add statement requiring the use of district procedures for claims against the district prior to filing a lawsuit. Regulation also defines "limited civil case" as one that is for an amount of \$25,000 or less.

#### **BP/AR 3515 - Campus Security**

(BP/AR revised 10/19)

Policy updated to clarify that audio capability of surveillance equipment should be disabled in accordance with state law prohibiting the recording of conversations unless the parties to the conversation may reasonably expect that the communication may be overheard or recorded, and to reflect a National Institute of Justice recommendation that signage state that the district's surveillance system may or may not be actively monitored. Regulation adds section on "Locks" reflecting requirement for state-funded new construction projects, as well as certain modernization projects, to include locks that allow classroom doors to be locked from the inside. Regulation also adds strategies to increase adult presence and supervision on campus and to provide staff training in emergency response.

#### **BP/AR 3551 - Food Service Operations/Cafeteria Fund**

(BP/AR revised 7/19)

Policy updated to reflect **NEW FEDERAL REGULATION (84 Fed. Reg. 8247)** and updated California Department of Education (CDE) guidance giving districts with an average daily attendance of less than 2,500 greater flexibility in the hiring of food service directors. Policy also consolidates material on nondiscrimination toward students who have unpaid meal fees and those who participate in the free and reduced-price meal program. Regulation updated to reflect **NEW LAW (AB 3043, 2018)** which permits the use of cafeteria funds to (1) pay for the purchase of a mobile food facility and (2) supplement the cost of providing universal breakfast in districts that do not provide universal breakfast under a federal program, provided they submit the required certification to CDE. Regulation also updates section on U.S. Department of Agriculture (USDA) donated foods to reflect current requirements for the safe storage and control of the foods. In both policy and regulation, CDE and USDA guidance renumbered when superseded by newer guidance.

**CLAIMS AND ACTIONS AGAINST THE DISTRICT**

The Board of Education desires to conduct district operations in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with the Government Claims Act or other applicable state or district procedures, as well as the district's joint powers authority (JPA) agreement or other insurance coverage.

*(cf. 3530 - Risk Management/Insurance)*  
*(cf. 5143 - Insurance)*

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with district-established procedures consistent with the manner and time limitations specified in the accompanying administrative regulation, unless a procedure for processing such claims is otherwise provided by state or federal law or regulation. (Government Code 935)

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

In accordance with Government Code 935.4, the Board delegates to the Superintendent or designee the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance coverage.

**Roster of Public Agencies**

Within 10 days of any change in the name of the district, the mailing address of the Board, or the names and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)

*Legal Reference: (see next page)*

**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

*Legal Reference:*

EDUCATION CODE

35200 *Liability for debts and contracts*

35202 *Claims against districts; applicability of Government Code*

CODE OF CIVIL PROCEDURE

340.1 *Damages suffered as result of childhood sexual abuse*

GOVERNMENT CODE

800 *Cost in civil actions*

810-996.6 *Claims and actions against public entities*

6500-6536 *Joint exercise of powers*

53051 *Information filed with secretary of state and county clerk*

PENAL CODE

72 *Fraudulent claims*

COURT DECISIONS

*Big Oak Flat-Groveland Unified School District v. Superior Court of Tuolumne County, (2018) 21 Cal.App.5th 403*

*City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730*

*Connelly v. County of Fresno, (2006) 146 Cal.App.4th 29*

*CSEA v. South Orange Community College District, (2004) 123 Cal.App.4th 574*

*CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580*

*Management Resources:*

WEB SITES

*California Secretary of State's Office: <http://www.sos.ca.gov>*

## CLAIMS AND ACTIONS AGAINST THE DISTRICT

The Government Claims Act (Government Code 810-996.6) sets forth prelitigation requirements and deadlines for claims against public entities, including school districts. In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code 900-915.4 also apply to claims for breach of contract.

Because a district's insurance carrier or joint powers authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

Pursuant to Government Code 935, district claims procedures may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to a lawsuit. Failure to include such a requirement may subject the district to increased liability.

Unless otherwise provided by law, prior to filing a lawsuit against the district for money or damages, a written claim shall be filed in accordance with the following administrative regulation.

### Time Limitations

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to childhood sexual abuse or any other cause of action specifically excepted from the Government Claims Act by Government Code 905 and for which a statute or regulation provides a claims presentation procedure shall be filed in accordance with the applicable governing statute or regulation. (Government Code 905, 935)

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. In accordance with the Governing Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 and which are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 935)

3. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.1)

**CLAIMS AND ACTIONS AGAINST THE DISTRICT** (continued)

4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

**Receipt of Claims**

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

**Review of Contents of the Claim**

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.
7. The signature of the claimant or the person acting on the claimant's behalf.

## **CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

### **Notice of Claim Insufficiency**

Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

### **Amendment to Claims**

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

### **Late Claims**

For claims under items #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

**CLAIMS AND ACTIONS AGAINST THE DISTRICT** (continued)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

**Action on Claims**

Pursuant to Government Code 945.6, if the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action or fails to provide written notice rejecting the claim, the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

**CLAIMS AND ACTIONS AGAINST THE DISTRICT** (continued)

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

(7/18 10/18) 7/19

**CAMPUS SECURITY**

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

*(cf. 4158/4258/4358 - Employee Security)*

*(cf. 5131.5 - Vandalism and Graffiti)*

*(cf. 5142 - Safety)*

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

*(cf. 0450 - Comprehensive Safety Plan)*

**Surveillance Systems**

Generally, the use of cameras (i.e., a "search" within the meaning of the Fourth Amendment) must be reasonable and the cameras must not be used in areas where there is a "reasonable expectation of privacy" (New Jersey v. T.L.O.). To protect reasonable expectations of privacy, cameras should not be located in areas such as bathrooms, locker rooms, or private offices. In addition, Education Code 51512 prohibits the use of a recording device in a classroom without the prior consent of the teacher and principal. Examples of locations where cameras may generally be used include hallways, stairwells, parking lots, and cafeterias. For language about the use of cameras on school buses, see AR 5131.1 - Bus Conduct.

Penal Code 632 prohibits the recording of conversations unless the parties to the conversation may reasonably expect that the communication may be overheard or recorded. Thus, if the district's equipment has audio capability, it should be disabled so that sounds are not recorded.

In consultation with the district's safety planning committee, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5145.12 - Search and Seizure)*

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students, parents/guardians about the district's surveillance system, including the location of the equipment.  
**13.7**

**CAMPUS SECURITY** (continued)

surveillance may occur and that the recordings may be used in disciplinary proceedings, and/or referred to local law enforcement, as appropriate.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Pursuant to 20 USC 1232(g) (Family Educational Rights and Privacy Act), 34 CFR 99.3, and Education Code 49061, any recording or image of that is directly related to a student and is maintained by the district or a person acting for the district is considered a "student record" and thus is subject to those laws regarding access, disclosure, and retention. See BP/AR 5125 - Student Records. Also see the U.S. Department of Education's [FAQs on Photos and Videos under FERPA](#), located on its web site.

In addition, a recording or image of a staff member that may be used in a personnel action is subject to the laws regarding personnel records, including an employee's right to comment on derogatory information placed in a personnel file. See AR 4112.6/4212.6/4312.6 - Personnel Files.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

*Legal Reference:*EDUCATION CODE

17070.10-17079.30 *Leroy F. Greene School Facilities Act, especially:*

17075.50 *Classroom security locks, new construction projects*

17583 *Classroom security locks, modernization projects*

32020 *Access gates*

32211 *Threatened disruption or interference with classes*

32280- 32289 *School safety plans*

35160 *Authority of governing boards*

35160.1 *Broad authority of school districts*

38000-38005 *Security departments*

49050-49051 *Searches by school employees*

49060-49079 *Student records*

PENAL CODE

469 *Unauthorized making, duplicating or possession of key to public building*

626-626.11 *Disruption of schools*

CALIFORNIA CODE OF REGULATIONS, TITLE 24

1010.1.9 *Door operations*

1010.1.11 *Lockable doors from the inside*

CAMPUS SECURITY (continued)

CALIFORNIA CONSTITUTION

*Article 1, Section 28(c) Right to Safe Schools*

UNITED STATES CODE, TITLE 20

*1232g Family Educational Rights and Privacy Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

*99.3 Definition of education records*

COURT DECISIONS

*Brannum v. Overton County School Board (2008) 516 F. 3d 489*

*New Jersey v. T.L.O. (1985) 469 U.S. 325*

ATTORNEY GENERAL OPINIONS

*83 Ops. Cal. Atty. Gen. 257 (2000)*

*75 Ops. Cal. Atty. Gen. 155 (1992)*

*Management Resources:*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*Safe Schools: A Planning Guide for Action, 2002*

*NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS*

*The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, rev. 2005*

*U.S. DEPARTMENT OF EDUCATION PUBLICATIONS*

*FAQs on Photos and Videos under FERPA*

WEB SITES

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

*California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>*

*National Institute of Justice: <http://www.ojp.usdoj.gov/nij>*

*National School Safety Center: <http://www.schoolsafety.us>*

*U.S. Department of Education, Protecting Student Privacy: <https://studentprivacy.ed.gov>*

(3/07) 10/19

Policy  
adopted:

SAN YSIDRO SCHOOL DISTRICT  
San Ysidro, California

**13.7**

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**CAMPUS SECURITY**

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings and interior spaces from outsiders and discourage trespassing

These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 3515.2 - Disruptions)*

*(cf. 5112.5 - Open/Closed Campus)*

3. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti and implement campus beautification projects.

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 5131.5 - Vandalism and Graffiti)*

*(cf. 5137 - Positive School Climate)*

*(cf. 6142.4 - Service Learning/Community Service Classes)*

4. Control access to keys and other school inventory

*(cf. 3440 - Inventories)*

5. Detect and intervene with school crime

These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

## CAMPUS SECURITY (continued)

*(cf. 3515.3 - District Police/Security Department)*  
*(cf. 3515.7 - Firearms on School Grounds)*  
*(cf. 3516.2 - Bomb Threats)*  
*(cf. 5116.2 - Involuntary Student Transfers)*  
*(cf. 5131.2 - Bullying)*  
*(cf. 5131.7 - Weapons and Dangerous Instruments)*  
*(cf. 5141.52 - Suicide Prevention)*  
*(cf. 5138 - Conflict Resolution/Peer Mediation)*  
*(cf. 5145.9 - Hate-Motivated Behavior)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

All staff shall receive training in building and grounds security procedures and emergency response.

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

### Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (*Education Code 17075.50, 17583; 24 CCR 1010.1.9, 1010.1.11*)

### Keys

All keys used in a school shall be the responsibility of the principal or designee. Keys shall be issued only to authorized employees who regularly need a key in order to carry out their job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall be used only by authorized employees and shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

**CAMPUS SECURITY** (continued)

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

(6/96 3/07) 10/19

Policy  
Adopted:

**SAN YSIDRO SCHOOL DISTRICT**  
San Ysidro, California

**FOOD SERVICE OPERATIONS/CAFETERIA FUND**

Pursuant to U.S. Department of Agriculture (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are mandated to adopt policy addressing delinquent meal charges; see the section "Meal Sales" below and the accompanying administrative regulation.

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

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

- (cf. 3100 - Budget)*
- (cf. 3300 - Expenditures and Purchases)*
- (cf. 3311 - Bids)*
- (cf. 3550 - Food Service/Child Nutrition Program)*
- (cf. 3552 - Summer Meal Program)*
- (cf. 5030 - Student Wellness)*

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

- (cf. 4231 - Staff Development)*
- (cf. 4331 - Staff Development)*

The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training on administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year. In addition, all food service personnel are required to receive annual training that (1) is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and (2) includes modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. The CDE provides online training that meets these requirements; see CDE's web site.

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

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)**Meal Sales**

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

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

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

Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin SNP 12-2018.

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

*(cf. 3553 - Free and Reduced Price Meals)*

Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. See the accompanying administrative regulation for additional language fulfilling this mandate.

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

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

Note: Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students. For further information, see CDE's Nutrition Services Division Management Bulletin SNP-03-2017.

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

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

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 0415 - Equity)*

**Cafeteria Fund**

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

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

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

*(cf. 3230 - Federal Grant Funds)*  
*(cf. 3400 - Management of District Assets/Accounts)*  
*(cf. 3460 - Financial Reports and Accountability)*

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)**Contracts with Outside Services**

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

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

**Procurement of Foods, Equipment and Supplies**

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

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

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

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

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

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

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

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

**Program Monitoring and Evaluation**

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

The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. Each district is reviewed at least once every three years. See ~~the~~ CDE's nutrition services web site for a current list of documents that may be requested for the review.

During the Administrative Review, CDE will review district policies on charge accounts, alternate meals, unpaid meal charges, and guidelines for continually notifying parents/guardians of these policies.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

*(cf. 3555 - Nutrition Program Compliance)*

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

*Legal Reference:*

EDUCATION CODE

38080-38086.1 Cafeteria, establishment and use  
38090-38095 Cafeterias, funds and accounts  
38100-38103 Cafeterias, allocation of charges  
42646 Alternate payroll procedure  
45103.5 Contracts for management consulting services; restrictions  
49490-49493 School breakfast and lunch programs  
49500-49505 School meals  
49550-49564.5 Meals for needy students, especially:  
49550.5 Universal breakfast  
49554 Contract for services  
49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders  
20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs  
1771-1791 Child nutrition, including:  
1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition  
200.317-200.326 Procurement standards  
200.400-200.475 Cost principles  
200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program  
220.1-220.21 National School Breakfast Program  
250.1-250.70 USDA foods

*Management Resources: (see next page)*

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*California School Accounting Manual**Food Distribution Program Administrative Manual**Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019**Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018**Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, and Additional Guidance on the Handling of Unpaid Meal Charges, NSD Management Bulletin, SNP-03-2018, February 2018**Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018**Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017**Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015**Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013**Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, 00-111, July 2000*U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS*FAQs About School Meals**Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017**Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, May 2017**Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017**Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016**Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016**Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014*WEB SITES*California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>**California School Nutrition Association: <http://www.calsna.org>**U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>*

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**FOOD SERVICE OPERATIONS/CAFETERIA FUND**

**Payments for Meals**

State and federal law (Education Code 49550; 42 USC 1758, 1773) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. California Department of Education (CDE) Nutrition Services Division Management Bulletin SNP 03-2018 clarifies that districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day.

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

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

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

- (cf. 3550 - Food Service/Child Nutrition Program)*
- (cf. 3552 - Summer Meal Program)*
- (cf. 3553 - Free and Reduced Price Meals)*
- (cf. 3555 - Nutrition Program Compliance)*

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

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

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

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

*(cf. 1113 - District and School Web Sites)*

*(cf. 5145.6 - Parental Notifications)*

According to the USDA's "FAQs About School Meals," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets at the beginning of the school year and/or when applications for free and reduced-price meals are distributed or approved; (2) maintains a list of students who have reported lost and stolen tickets and the number of occurrences for each student; (3) issues at least one advance warning to the student or the student's parent/guardian prior to refusing to issue a replacement ticket; and (4) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, the USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports a ticket as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

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

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

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

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)**Unpaid and Delinquent Meal Charges**

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

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

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

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

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

<p>Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.</p>
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The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)**Reimbursement Claims**

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

**Donation of Leftover Food**

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

*(cf. 3510 - Green School Operations)*

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

**Cafeteria Fund**

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38093)

*(cf. 3100 - Budget)*

*(cf. 3300 - Expenditures and Purchases)*

Education Code 38101, as amended by AB 3043 (Ch. 593, Statutes of 2018), permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

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

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

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

*(cf. 3110 - Transfer of Funds)*

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

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

Note: Pursuant to 7 CFR 210.14 and 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months average expenditures. If there is a surplus, then according to USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin NSD-SNP-07-2013 provides that the spending plan developed by the district under such circumstances must be approved by the CDE.

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

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)**U.S. Department of Agriculture Foods**

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

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

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

**Contracts with Outside Services**

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

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

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

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

*(cf. 3312 - Contracts)*

*(cf. 3515.6 - Criminal Background Checks for Contractors)*

*(cf. 3600 - Consultants)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4212 - Appointments and Conditions of Employment)*

(5/17 3/18) 7/19

Policy  
adopted:

SAN YSIDRO SCHOOL DISTRICT  
San Ysidro, California

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:**  
Human Resources  
David Farkas, Executive Director

**INITIAL:** *DF*  
 Informational  
 Action

**AGENDA ITEM:** SECOND READING OF REVISED BOARD POLICES AND ADMINISTRATIVE REGULATIONS – 4000 SERIES

**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 and word processing services.

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.

The following Board Policies and Administrative Regulations have been updated:

- Board Policy 4116: Probationary/Permanent Status
- Administrative Regulation 4116: Probationary/Permanent Status
- Administrative Regulation 4117.7 and 4317.7: Employment Status Reports
- Board Policies 4119.22, 4219.22 and 4319.22: Dress and Grooming
- Board Policy 4216: Probationary/Permanent Status
- Administrative Regulation 4218: Dismissal/Suspension/Disciplinary Action

The following Board Policies have been added:

- Board Policies 4119.24, 4219.24 and 4319.24: Maintaining Appropriate Adult-Student Interactions
- Board Policy 4218: Dismissal/Suspension/Disciplinary Action

The following Administrative Regulation has been deleted:

- Administrative Regulation 4117.6: Decision Not to Rehire

**RECOMMENDATION:**

Approve the second reading of revised Board Policies and Administrative Regulations – 4000 series.

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

**Goal #1: Student Achievement – 1.5 Staffing**

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed: *mu*

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes    No

Yes    No

N/A

(Amount)

--

(Name of funding source and/or location)

Recommended for:  Approval    Denial   Certification Requested  Yes    No

**Superintendent's Office Certification:**

*Gina A. Potter*  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

**POLICY GUIDE SHEET**  
**4000 Series**  
**July 2019**

**AR 4117.7/4317.7 - Employment Status Reports**

(AR revised)

Regulation updated pursuant to Education Code 44940 to include a violation or attempted violation of Penal Code 187 (murder) in the definition of a "mandatory leave of absence offense."

**BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions**

(BP added)

New policy addresses the avoidance of unlawful and inappropriate interactions between staff and students, an employee's responsibility to report another employee's violation of this policy, disciplinary consequences for staff, referral to law enforcement when appropriate, the requirement to post the code of conduct on school and/or district websites, and examples of conduct that are inappropriate or can create the appearance of impropriety.

**BP/AR 4218 - Dismissal/Suspension/Disciplinary Action**

(BP added; AR revised)

New policy contains material formerly in AR pertaining to board actions in disciplinary hearings for classified employees and new material consistent with BP 4118 - Dismissal/Suspension/Disciplinary Action for certificated employees. Policy also reflects **NEW LAW (AB 2234, 2018)** which requires the board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Regulation updates and consolidates the causes for disciplinary action. Regulation also adds the requirement to set a timeline by which the employee may request a hearing, which must be not less than five days after serving notice upon the employee. Section on "Compulsory Leave of Absence" expanded to define "mandatory" and "optional" leave of absence offenses and reflect requirements pertaining to extension of the leave and compensation during the leave. Material pertaining to merit system districts moved to BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

**POLICY GUIDE SHEET**  
**4000 Series**  
**October 2019**

**BP/AR 4116 - Probationary/Permanent Status**

(BP/AR revised)

Policy updated to reflect court decisions clarifying the distinction between probationary employees and temporary employees. Material regarding eligibility for permanent status based on average daily attendance moved from AR to BP, except option for not granting permanent status deleted, as this option was only applicable to districts with less than 250 average daily attendance and the remainder of this policy and regulation is for use only by districts that grant permanent status. Policy also adds material regarding the notification of nonreelection of a probationary employee, formerly in AR 4117.6 - Decision Not to Rehire. Regulation updated to add material regarding the computation of the length of service required for classification as a permanent employee, including types of service excluded from that computation.

**AR 4117.6 - Decision Not to Rehire**

(AR deleted)

Regulation deleted and concepts moved to BP 4116 - Probationary/Permanent Status.

**BP 4119.22/4219.22/4319.22 - Dress and Grooming**

(BP revised)

Policy updated to reflect **NEW LAW (SB 188)** which prohibits discrimination against traits historically associated with race, including hair texture and "protective hairstyles" such as braids, locks, and twists.

**BP 4216 - Probationary/Permanent Status**

(BP revised)

Policy updated to reflect **NEW LAW (AB 1353)** which shortens the length of the probationary period in non-merit system districts from one year to either six months or 130 days of paid service, whichever is longer, for consistency with districts incorporating the merit system. Policy also revised to clarify that employees may be dismissed during the probationary period without cause.

**BP/AR 4218 - Dismissal/Suspension/Disciplinary Action**

(BP/AR revised)

Policy and regulation updated to reflect procedural rights that must be granted to permanent district employees based on the court decision in *Skelly v. State Personnel Board*, including notification of the materials upon which the proposed action is based and the employee's right to respond to a designated district official ("Skelly officer") who will decide whether the recommended discipline should be imposed.

**PROBATIONARY/PERMANENT STATUS**

The Governing Board desires to employ and retain highly qualified certificated personnel to implement the district's educational program. Newly hired certificated personnel shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

Certificated employees who satisfactorily complete the probationary period shall be granted permanent status.

A probationary employee who has been employed by the district in a position(s) requiring certification for two complete consecutive school years and is then reelected for the next succeeding school year shall become a permanent employee at the beginning of the third year. (Education Code 44929.21, 44929.23)

During the probationary period, employees shall receive professional development and assistance which may consist of inservice training and/or meetings with the employee's evaluator to discuss areas of strength and areas requiring improvement. Inservice training may be provided during school hours as part of a comprehensive staff development program.

*(cf. 4131 - Staff Development)*

The performance of each probationary employee shall be evaluated and assessed at least once every school year.

*(cf. 4115 - Evaluation/Supervision)*

**Dismissal/Nonreelection of Probationary Employees**

During the school year, a probationary employee may be suspended or dismissed only for cause and in accordance with district procedures. (Education Code 44948.3)

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

With proper notice, the Board may, without cause, elect not to reemploy a probationary employee for the subsequent year. (Education Code 44929.21, 44929.23)

*(cf. 4117.3 - Personnel Reduction)*

The Superintendent or designee shall annually provide the Board with recommendations regarding the reelection or nonreelection of probationary certificated personnel for the ensuing school year.

At any time during a probationary employee's first year of employment in the district, the Board may give written notice to the employee of the Board's decision not to reelect the employee for a second school year. If the Board does not give written notice, shall be deemed reelected for the next succeeding school year.

**PROBATIONARY/PERMANENT STATUS** (continued)

During the final year of the probationary period, the Board may decide not to reelect the employee for the following year, and shall so notify the employee in writing on or before March 15. If the Board does not give written notice on or before March 15, the employee shall be deemed reelected for the next succeeding school year. (Education Code 44929.21, 44948.5)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Such notices shall be delivered through personal service upon the employee, certified mail with return receipt, email, or another method which documents actual receipt of the notice by the employee.

*Legal Reference:*EDUCATION CODE

44466 Status of university interns

44850.1 No tenure in administrative or supervisory position

44885.5 Status of district interns

44908 Complete year for probationary employees

44909 Classification of certificated employees in categorically funded projects

44910-44913 Service not computed in eligibility for permanent status

44915 Classification of probationary employees

44917-44921 Status of substitute or temporary employees

44929.20 Continuing contracts (not to exceed four years - ADA under 250)

44929.21 Districts of 250 ADA or more

44929.23 Districts with less than 250 ADA

44929.28 Employment by another district

44930-44988 Resignations, dismissals and leaves of absence, especially:

44948.2 Election to use provisions of Section 44948.3

44948.3 Dismissal of probationary employees

44948.5 Nonreelection procedures, districts under 250 ADA

44949 Cause, notice and right to hearing required for dismissal of probationary employee

44955 Reduction in number of permanent employees

COURT DECISIONS

Grace v. Beaumont Unified School District (2013) 216 Cal. App. 4th 1325

Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 203 Cal. App. 4th 1552

Sullivan v. Centinela Valley Union High School District (2011) 194 Cal. App. 4th 69

California Teachers Assn. v. Vallejo City Unified School District (2007) 149 Cal. App. 4th 135, 146

Hoschler v. Sacramento City Unified School District (2007) 149 Cal. App. 4th 258

Bakersfield Elementary Teachers Assn. v. Bakersfield City School District (2006) 145 Cal. App. 4th 1260, 1280

Fischer v. Los Angeles Unified School District (1999) 70 Cal. App. 4th 87

Bellflower Education Assn. v. Bellflower Unified School District (1991) 228 Cal. App. 3d 805

Fontana Teachers Assn. v. Fontana Unified School District (1988) 201 Cal. App. 3d 1517

Grimsley v. Board of Trustees (1987) 189 Cal. App. 3d 1440

**PROBATIONARY/PERMANENT STATUS**

**Probationary Status**

Probationary employees shall receive training, assistance and evaluations consistent with their needs as new teachers. Such training and assistance may consist of inservice training and/or meetings with the employee's evaluator to discuss areas of strength and areas requiring improvement. Inservice training may be provided during school hours as part of a comprehensive staff development program.

The performance of each probationary employee shall be evaluated and assessed at least once every school year.

*(cf. 4115 - Evaluation/Supervision)*  
*(cf. 4131 - Staff Development)*

**Permanent Status**

Granting of permanent status shall be based on completion of the probationary period in accordance with applicable law. Employees granted permanent status acquire specific rights under the Education Code, including those relating to discipline and dismissal. (Education Code 44932-44988)

*(cf. 4117.6 - Decision Not to Rehire)*  
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*Legal Reference:*

EDUCATION CODE

- 44466 Status of university interns
- 44850.1 No tenure in administrative or supervisory position
- 44885.5 Status of district interns
- 44908 Complete year for probationary employees
- 44911-44913 Service not computed in eligibility for permanent status
- 44915 Classification of probationary employees
- 44917-44921 Status of substitute or temporary employees
- 44929.20 Continuing contracts (not to exceed four years - ADA under 250)
- 44929.21 Districts of 250 ADA or more
- 44929.23 Districts with less than 250 ADA
- 44929.28 Employment by another district
- 44930-44988 Resignations, dismissals and leaves of absence, especially:
- 44948.2 Election to use provisions of Section 44948.3
- 44948.3 Dismissal of probationary employees

**PROBATIONARY/PERMANENT STATUS**

**Eligibility for Permanent Status**

A probationary employee who, in any one school year, has served for at least 75 percent of the number of days maintained by regular district schools shall be deemed to have served a complete school year. (Education Code 44908)

The following shall not be included for purposes of computing the service required as a prerequisite to classification as a permanent employee:

1. Service as an instructor in classes conducted at regional occupational centers or programs (Education Code 44910)
2. Service under a provisional credential other than a one-year emergency credential (Education Code 44911)
3. Service only as a teacher of basic military drill in high school cadet companies (Education Code 44912)
4. Employment in summer school (Education Code 44913)

**Interns**

A person employed as a district or university intern shall be classified as a probationary employee. Following completion of the internship, if reelected by the district to serve in a position requiring certification qualifications for the next succeeding school year, the employee shall continue to be classified as a probationary employee during that year. (Education Code 44466, 44885.5)

*(cf. 4112.21 - Interns)*

An employee who has completed an internship and at least one complete school year in a position requiring certification qualifications within the district shall be granted permanent status when the employee is reelected for the next succeeding school year to a position requiring certification qualifications. (Education Code 44466, 44885.5)

**PROBATIONARY/PERMANENT STATUS**

**Permanent Status**

A probationary teacher who has been employed by the district in a position or positions requiring certification for two complete consecutive school years and is then rehired for the next succeeding school year shall become a permanent employee at the beginning of the third year. (Education Code 44929.21)

**Interns**

A person employed as a district or university intern shall be classified as a probationary employee. Following completion of the internship, if he/she is reelected by the district to serve in a position requiring certification qualifications for the next succeeding school year, he/she shall continue to be classified as a probationary employee during that year. (Education Code 44466, 44885.5)

*(cf. 4112.21 - Interns)*

A person who has completed an internship and at least one complete school year in a position requiring certification qualifications within the district shall be granted permanent status when he/she is reelected for the next succeeding school year to a position requiring certification qualifications. (Education Code 44466, 44885.5)

## Certificated Personnel

AR 4117.6

## DECISION NOT TO REHIRE

The Superintendent or designee shall provide the Board of Education with his/her recommendations regarding the rehiring of probationary certificated personnel.

The Board may decide not to rehire a probationary employee for a second school year and give written notice of its decision to the employee at any time during his/her first year of employment. If the Board does not give written notice, the employee shall be deemed reelected for the next succeeding school year.

The Board may decide not to rehire a probationary employee for a third year and give written notice to the employee on or before March 15 of his/her second complete consecutive school year of employment. If the Board does not give written notice on or before March 15, the employee shall be deemed reelected for the next succeeding school year. (Education Code 44929.21, 44929.23)

(cf. 4112.21 - Interns)

(cf. 4116 - Probationary/Permanent Status)

(cf. 4117.3 - Personnel Reduction)

*Legal Reference:*

EDUCATION CODE

44885.5 District interns

44929.21 Districts with 250 ADA or more; notice of reelection decision

44929.23 Districts with daily attendance less than 250

44948.2 Election to use provisions of Education Code 44948.3

44948.3 Dismissal of probationary employees (over 250 ADA)

44949 Cause, notice and right to hearing required for dismissal of probationary employee

44955 Reduction in number of permanent employees

COURT DECISIONS

*Hoschler v. Sacramento City Unified School District*, (2007) 149 Cal. App. 4<sup>th</sup> 258

*Fischer v. Los Angeles Unified School District* (1999) 70 Cal.App.4<sup>th</sup> 87

*Bellflower Education Assn. v. Bellflower Unified School District* (1991) 228 Cal.App.3d 805

*Fontana Teachers Assn. v. Fontana Unified School District* (1988) 201 Cal.App.3d 1517

*Grimsley v. Board of Trustees* (1987) 189 Cal.App.3d 1440

**Certificated Personnel**

AR 4117.7(a)  
4317.7

**EMPLOYMENT STATUS REPORTS**

The Superintendent shall report to the Commission on Teacher Credentialing (CTC) any change in the employment status of a certificated employee who, while working in a position requiring a credential and as a result of an allegation of misconduct or while an allegation of misconduct is pending: (Education Code 44030.5, 44242.5; 5 CCR 80303)

1. Is dismissed or nonreelected

*(cf. 4116 - Probationary/Permanent Status)*  
*(cf. 4117.6 - Decision Not to Rehire)*  
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

2. Resigns

*(cf. 4117.2/4217.2/4317.2 - Resignation)*

3. Is suspended or placed on unpaid administrative leave for more than 10 days as a final adverse employment action

4. Retires

5. Is otherwise terminated by a decision not to employ or reemploy

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*  
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

This report is not required when the change in employment status is due solely to unsatisfactory performance pursuant to Education Code 44932 or a reduction in force pursuant to Education Code 44955-44958. (Education Code 44030.5, 44242.5; 5 CCR 80303)

*(cf. 4115 - Evaluation/Supervision)*  
*(cf. 4117.3 - Personnel Reduction)*

When required, the report of a change in employment status shall be submitted not later than 30 days after the employment action. The report shall be made using a form provided by CTC and shall include all known information about each alleged act of misconduct by the employee. The report shall contain the name and current address of the certificated employee, name of the district, last school or district assignment, an explanation of the allegation of misconduct or pending allegation of misconduct, current contact information for all persons who may have information relating to the alleged misconduct, and any and all documentation related to the case. (Education Code 44030.5; 5 CCR 80303)

Upon a change in employment status as a result of alleged misconduct or while an allegation of misconduct is pending, the Superintendent shall, in writing, inform the employee of the contents of 5 CCR 80303. (5 CCR 80303)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

## EMPLOYMENT STATUS REPORTS (continued)

### Additional Reports of Employee Misconduct

The Superintendent or designee shall submit a report to CTC, using a form provided by CTC and attaching all relevant documents, whenever:

1. An employee, by complaint, information, or indictment filed in court, is charged with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940 or violation or attempted violation of Penal Code 187 (murder). (Education Code 44242.5, 44940, 44940.5)

Not later than 10 days after receipt of such a complaint, information, or indictment regarding an employee, the Superintendent or designee shall forward a copy of the received documents to CTC. In addition, the Superintendent or designee shall report to CTC any action taken in connection with extending the employee's mandatory leave beyond the initial period. (Education Code 44940, 44940.5)

If the offense results in a change in employment status, the Superintendent shall submit an employment status report in addition to the report of the mandatory leave of absence offense.

2. An employee refuses, without good cause, to fulfill a valid employment contract, or departs from district service without the consent of the Superintendent or Board of Education. (Education Code 44242.5, 44420)

As appropriate, the Superintendent or designee also shall notify CTC of any of the following:

1. A complaint filed with the district regarding a certificated employee's alleged sexual misconduct (Education Code 44242.5)

*(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)*

The notice to CTC shall contain all of the following information: (5 CCR 80304)

- a. Name of the employee alleged to have engaged in the sexual misconduct
- b. Name, age, and address of each victim of the alleged sexual misconduct
- c. A summary of all information known to the district regarding the alleged sexual misconduct
- d. A summary of the action, if any, taken at the district level in response to the complaint of sexual misconduct

*(cf. 1312.1 - Complaints Concerning District Employees)*

**EMPLOYMENT STATUS REPORTS** (continued)

(cf. 4119.11/4219.11/4319.11 - *Sexual Harassment*)  
(cf. 5145.7 - *Sexual Harassment*)

2. An employee's knowing and willful use of school records of student data in connection with, or in implicit or explicit attempts to recruit a student to be a customer for, any business owned by the certificated employee or in which the certificated employee is an employee (Education Code 44242.5, 44421.1)

(cf. 5125 - *Student Records*)

3. An employee's knowing and willful reporting of false fiscal expenditure data relative to the conduct of any educational program (Education Code 44242.5, 44421.5)
4. An employee's subversion or attempt to subvert any licensing examination or the administration of an examination (Education Code 44242.5, 44439)

*Legal Reference:*

EDUCATION CODE

44009 Conviction of specified crimes  
44010 Sex offense, definitions  
44011 Controlled substance offense, definitions  
44030.5 Employment status reports  
44225 Powers and duties of CTC  
44242.5 Reports and review of alleged misconduct  
44420-44440 Adverse actions by CTC against credential holder  
44932 Causes for dismissal  
44940 Sex offenses and narcotic offenses; compulsory leave of absence  
44940.5 Compulsory leave of absence  
44955-44958 Reduction in force

Penal Code

187 Murder

CODE OF REGULATIONS, TITLE 5

80303 Reports of change in employment status, alleged misconduct  
80304 Notice of sexual misconduct

*Management Resources:*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

*California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2019*

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Regulation  
approved:

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Page 12 of 39

**EMPLOYMENT STATUS REPORTS**

The Superintendent shall report to the Commission on Teacher Credentialing (CTC) any change in the employment status of a certificated employee who, while working in a position requiring a credential and as a result of an allegation of misconduct or while an allegation of misconduct is pending: (Education Code 44030.5, 44242.5; 5 CCR 80303)

1. Is dismissed or nonreelected

*(cf. 4116 - Probationary/Permanent Status)*  
*(cf. 4117.6 - Decision Not to Rehire)*  
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

2. Resigns

*(cf. 4117.2/4217.2/4317.2 - Resignation)*

3. Is suspended or placed on unpaid administrative leave for more than 10 days as a final adverse employment action

4. Retires

5. Is otherwise terminated by a decision not to employ or reemploy

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*  
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

This report is not required when the change in employment status is due solely to unsatisfactory performance pursuant to Education Code 44932 or a reduction in force pursuant to Education Code 44955-44958. (Education Code 44030.5, 44242.5; 5 CCR 80303)

*(cf. 4115 - Evaluation/Supervision)*  
*(cf. 4117.3 - Personnel Reduction)*

When required, the report of a change in employment status shall be submitted not later than 30 days after the employment action. The report shall be made using a form provided by the CTC and shall include all known information about each alleged act of misconduct by the employee. The report shall contain the name and current address of the certificated employee, name of the district, last school or district assignment, an explanation of the allegation of misconduct or pending allegation of misconduct, current contact information for all persons who may have information relating to the alleged misconduct, and any and all documentation related to the case. (Education Code 44030.5; 5 CCR 80303)

Upon a change in employment status as a result of alleged misconduct or while an allegation of misconduct is pending, the Superintendent shall, in writing, inform the employee of the contents of 5 CCR 80303. (5 CCR 80303)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

## EMPLOYMENT STATUS REPORTS (continued)

### Additional Reports of Employee Misconduct

The Superintendent or designee shall submit a report to the CTC, using a form provided by the CTC and attaching all relevant documents, whenever:

1. An employee, by complaint, information, or indictment filed in court, is charged with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940. (Education Code 44242.5, 44940, 44940.5)

Not later than 10 days after receipt of such a complaint, information, or indictment regarding an employee, the Superintendent or designee shall forward a copy of the received documents to the CTC. In addition, he/she shall report to the CTC any action taken in connection with extending the employee's mandatory leave beyond the initial period. (Education Code 44940, 44940.5)

If the offense results in a change in employment status, the Superintendent shall submit an employment status report in addition to the report of the mandatory leave of absence offense.

2. An employee refuses, without good cause, to fulfill a valid employment contract, or departs from district service without the consent of the Superintendent or Board of Education. (Education Code 44242.5, 44420)

As appropriate, the Superintendent or designee also shall notify the CTC of any of the following:

1. A complaint filed with the district regarding a certificated employee's alleged sexual misconduct (Education Code 44242.5)

The notice to the CTC shall contain all of the following information: (5 CCR 80304)

- a. Name of the employee alleged to have engaged in the sexual misconduct
- b. Name, age, and address of each victim of the alleged sexual misconduct
- c. A summary of all information known to the district regarding the alleged sexual misconduct
- d. A summary of the action, if any, taken at the district level in response to the complaint of sexual misconduct

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

**EMPLOYMENT STATUS REPORTS** (continued)

2. An employee's knowing and willful use of school records of student data in connection with, or in implicit or explicit attempts to recruit a student to be a customer for, any business owned by the certificated employee or in which the certificated employee is an employee (Education Code 44242.5, 44421.1)

*(cf. 5125 - Student Records)*

3. An employee's knowing and willful reporting of false fiscal expenditure data relative to the conduct of any educational program (Education Code 44242.5, 44421.5)
4. An employee's subversion or attempt to subvert any licensing examination or the administration of an examination (Education Code 44242.5, 44439)

*Legal Reference:*

EDUCATION CODE

- 44009 Conviction of specified crimes
  - 44010 Sex offense, definitions
  - 44011 Controlled substance offense, definitions
  - 44030.5 Employment status reports
  - 44225 Powers and duties of the CTC
  - 44242.5 Reports and review of alleged misconduct
  - 44420-44440 Adverse actions by CTC against credential holder
  - 44932 Causes for dismissal
  - 44940 Sex offenses and narcotic offenses; compulsory leave of absence
  - 44940.5 Compulsory leave of absence
  - 44955-44958 Reduction in force
- CODE OF REGULATIONS, TITLE 5
- 80303 Reports of change in employment status, alleged misconduct
  - 80304 Notice of sexual misconduct

*Management Resources:*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2013

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

**All Personnel**

BP 4119.22(a)

4219.22

**DRESS AND GROOMING**

4319.22

The Board of Education believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

*(cf. 0415 - Equity)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

*(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

The district shall not discriminate against employees based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Government Code 12926)

The district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

*Legal Reference: (see next page)*

**DRESS AND GROOMING (continued)**

*Legal Reference:*

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation

12926 Definitions

12940 Unfair employment practices

12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 838

Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District (1998) 22 PERC P29, 136

Inglewood Unified School District (1985) 10 PERC P17, 000

*Management Resources:*

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

Transgender Rights in the Workplace

WEB SITES

California Department of Fair Employment and Housing: <https://www.dfeh.ca.gov>

Public Employment Relations Board: <http://www.perb.ca.gov>

All Personnel

BP 4119.22

4219.22

DRESS AND GROOMING

4319.22

The Board of Education believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
(cf. 5132 - Dress and Grooming)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards  
35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation  
12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB (1983) 33 Cal. 3d 850  
Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100  
East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856  
Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District (1998) 22 PERC P29, 136  
Inglewood Unified School District (1985) 10 PERC P17, 000

Management Resources:

WEB SITES

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy  
adopted: July 11, 2019

SAN YSIDRO SCHOOL DISTRICT  
San Ysidro, California

All Personnel

BP 4119.24(a)  
4219.24  
4319.24

## MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

*(cf. 5145.7 - Sexual Harassment)*

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

*(cf. 4117.7/4317.7 - Employment Status Reports)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

## **MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS** (continued)

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

*(cf. 1113 - District and School Web Sites)*  
*(cf. 5145.6 - Parental Notifications)*

### **Inappropriate Conduct**

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact
2. Being alone with a student outside of the view of others
3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent
4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

*(cf. 4040 - Employee Use of Technology)*

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee
6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business
7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students

**MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS** (continued)

8. Addressing a student in an overly familiar manner, such as by using a term of endearment
9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
11. Transporting a student in a personal vehicle without prior authorization
12. Encouraging students to confide their personal or family problems and/or relationships
13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

*Legal Reference*

EDUCATION CODE

44030.5 *Employment status reports*

44050 *Employee code of conduct; employee interactions with students*

44242.5 *Reports and review of alleged misconduct*

44940 *Sex offenses and narcotic offenses; compulsory leave of absence*

48980 *Parental notifications*

PENAL CODE

11164-11174.3 *Child Abuse and Neglect Reporting Act*

CODE OF REGULATIONS, TITLE 5

80303 *Reports of change in employment status, alleged misconduct*

80304 *Notice of sexual misconduct*

**PROBATIONARY/PERMANENT STATUS**

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

*(cf. 4215 - Evaluation/Supervision)*

The district may, without cause, dismiss a new employee during the probationary period.

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from the employee was promoted. (Education Code 45113)

This policy shall be made available to classified employees and the public. (Education Code 45113)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*Legal Reference:*EDUCATION CODE

45113 Rules and regulations for classified service in districts not incorporating the merit system

45240-45320 Merit system

*Management Resources:*WEB SITES

California School Employees Association: <http://www.csea.org>

**PROBATIONARY/PERMANENT STATUS**

Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed one year of probationary service. Upon satisfactorily completing this period, they shall become permanent classified employees of the district.

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

*(cf. 4215 - Evaluation/Supervision)*

The Superintendent or designee may dismiss an employee during the initial probationary period.

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed one year of service in that position.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which he/she was promoted. (Education Code 45113)

This policy shall be made available to classified employees and the public. (Education Code 45113)

*Legal Reference:*EDUCATION CODE

45113 Rules and regulations for classified service in districts not incorporating the merit system

45240-45320 Merit system

*Management Resources:*WEB SITES

California School Employees Association: <http://www.csea.org>

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION**

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 4000 - Concepts and Roles)*  
*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*  
*(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)*  
*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*  
*(cf. 4141/4241 - Collective Bargaining Agreement)*  
*(cf. 4200 - Classified Personnel)*

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*  
*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period.

*(cf. 4216 - Probationary/Permanent Status)*

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

**Procedures for Serious Disciplinary Proceedings**

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

*(cf. 9321 - Closed Session)*

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after receiving the Superintendent or designee's recommendation for disciplinary action, the F

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

In lieu of holding a Board hearing on the sufficiency of the causes for disciplinary action, the Board may delegate its authority to an impartial third-party hearing officer. When the matter is heard by a third-party hearing officer, the Board retains the authority to review the determination and to adopt or reject the recommended decision. (Education Code 45113)

If the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

*Legal Reference:*EDUCATION CODE35161 *Delegation of powers and duties*44009 *Conviction of specified crimes*44010 *Sex offense*44011 *"Controlled substance offense" defined*44031 *Personnel file*44940 *Leave of absence; employee charged with mandatory or optional leave of absence offense*44940.5 *Compulsory leave of absence; procedures; extension; compensation; bond or security*44990-44994 *Testimony of minor witnesses at dismissal or suspension hearings*45101 *Definitions (including "disciplinary action," "cause")*45109 *Fixing of duties*45113 *Rules and regulations for classified service in districts not incorporating the merit system*45123 *Employment after conviction of sex or narcotics offense*45124 *Dismissal of sexual psychopath*45202 *Transfer of accumulated sick leave and other benefits following dismissal*45240-45320 *Merit system, classified employees*CODE OF CIVIL PROCEDURE1286.2 *Grounds for vacating decision of arbitrator*GOVERNMENT CODE11500-11529 *Administrative adjudication*12900-12996 *Fair Employment and Housing Act*54957 *Brown Act open meeting laws; closed session*HEALTH AND SAFETY CODE11054 *Schedule I; substances included*11055 *Schedule II, substances included*11056 *Schedule III, substances included*11357-11361 *Marijuana*11363 *Peyote*11364 *Opium*11370.1 *Possession of controlled substances with a firearm*

*Legal Reference continued: (see next page)*

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)**

*Legal Reference: (continued)*

PENAL CODE

187 Murder

667.5 Sex offenders

830.32 Peace officers employed by district

1192.7 Violent or serious felony

11165.2-11165.6 Child abuse or neglect, definitions

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

*California School Employees Association v. Bonita Unified School District* (2008) No. B200141

*California School Employees v. Livingston Union School District* (2007) 149 Cal.App 4th 391

*CSEA v. Foothill Community College District* (1975) 52 Cal.App. 3rd 150, 155-156, 124 Cal. Rptr 830

*Skelly v. State Personnel Board* (1975) 15 Cal. 3d 194

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION****Causes for Disciplinary Action**

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6

*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*

*(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)

3. Unlawful discrimination, including harassment, against any student or other employee

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance

*(cf. 4020 - Drug and Alcohol-Free Workplace)*

*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*

*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

*(cf. 4159/4259/4359 - Employee Assistance Program)*

12. Destruction or misuse of district property

*(cf. 4040 - Employee Use of Technology)*

13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4212 - Appointment and Conditions of Employment)*

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Reasonable Accommodation)*

15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

16. Violation of Education Code 45303 or Government Code 1028 (advocacy of communism)

17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

*(cf. 5145.2 - Freedom of Speech/Expression)*

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the

(Education Code 45113)

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

*(cf. 4216 - Probationary/Permanent Status)*

**Initiation and Notification of Charges**

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

**Request for Board Hearing**

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)**Employment Status Pending a Hearing**

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

**Compulsory Leave of Absence**

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION****Termination of Probationary Employment**

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

**Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees**

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

1. Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

*(cf. 4020 - Drug and Alcohol-Free Workplace)*

- h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j. Absence without leave.
- k. Immoral conduct.
- l. Discourteous treatment of the public, students, or other employees.
- m. Improper political activity.
- n. Willful disobedience.
- o. Misuse of district property.
- p. Violation of district, Board or departmental rule, policy, or procedure.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
- u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relating to or suspected violation of state or federal law occurring on or related thereto.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

- v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined in item "s" above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

2. Initiation and Notification of Charges

The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.

In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
- d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

3. Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty stat

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

4. Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

5. Right to Appeal

Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)6. Amended/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

7. Hearing Procedures

- a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 1150 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.
- b. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.
- c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:

- (1) Adopt the proposed decision in its entirety.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

- (2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
  - (3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
  - (4) Reject the proposed decision in its entirety.
- d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "7c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.
- e. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

8. Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

9. Compulsory Dismissal

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However,

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123)

The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

10. Extension of Compulsory Leave

The Board may extend an employee's compulsory leave of absence by giving him/her notice, within 10 days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5)

*Legal Reference: (see next page)*

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

*Legal Reference:*

EDUCATION CODE

35161 *Delegation of powers and duties*

44009 *Conviction of specified crimes*

44010 *Sex offense*

44011 *"Controlled substance offense" defined*

44940 *Leave of absence; employee charged with mandatory or optional leave of absence offense*

44940.5 *Compulsory leave of absence; procedures; extension; compensation; bond or security; reports*

45101 *Definitions (including "disciplinary action," "cause")*

45109 *Fixing of duties*

45113 *Rules and regulations for classified service in districts not incorporating the merit system*

45123 *Employment after conviction of sex or narcotics offense*

45302 *Demotion and removal from permanent classified service*

45303 *Additional cause for suspension or dismissal of employees in classified service*

45304 *Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense*

VEHICLE CODE

1808.8 *School bus drivers; dismissal for safety-related cause*

UNITED STATES CODE, TITLE 42

12101 -12213 *Americans With Disabilities Act*

COURT DECISIONS

*California School Employees v. Livingston Union School District*, (2007) 149 Cal.App 4<sup>th</sup> 391

*CSEA v. Foothill Community College District*, 52 Cal. App. 3<sup>rd</sup> 150, 155-156, 124 Cal. Rptr 830 (1975)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** SECOND READING AND ADOPTION OF REVISED BOARD POLICES AND ADMINISTRATIVE REGULATIONS – 5000 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 and word processing services.

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 Board Policies (BP) and Administrative Regulations (AR) that need to be revised:

- BP/AR 5123 – Promotion/Acceleration/Retention
- BP 5131 – Conduct
- BP 5131.8 – Mobile Communication Devices ~ New
- BP 5132 – Dress and Grooming
- AR 5141.26 – Tuberculosis Testing
- BP/AR 5142 - Safety

**RECOMMENDATION:**

Approve the second reading and adoption of revised Board Policies and Administrative Regulations – 5000 series.

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**LCAP GOAL AND ACTION/SERVICE:**

N/A

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed: 

Financial Implications?

Yes    No

Are funds for this item available in the 2019-2020 Budget?

Yes    No

Requisition #

N/A

(Amount)

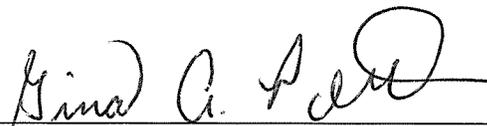
N/A

(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

**Superintendent's Office Certification:**



Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

**Revisions to Board Policies/Administrative Regulations**  
**December 2019**  
**5000 Series**

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

**BP 5123 - Promotion/Acceleration/Retention**

(BP revised)

Policy updated to make minor revision reflecting current law pertaining to the requirement to provide remedial instruction to students who are recommended for retention or are identified as being at risk for retention.

**BP 5131 – Conduct**

(BP revised)

Policy updated to reflect **NEW LAW (AB 272)** which authorizes boards to limit or prohibit, except under specified circumstances, student use of smartphones while at school or while under the supervision and control of a district employee. Details regarding student use of mobile communication devices moved to BP 5131.8 - Mobile Communication Devices.

**BP 5131.8 - Mobile Communication Devices**

(BP added)

New policy reflects **NEW LAW (AB 272)** which authorizes boards to limit or prohibit student use of smartphones while at school or while under the supervision and control of a district employee, except under specified circumstances (i.e., in an emergency, with permission of teacher or administrator, when directed by student's health care provider, when required by student's individualized education program). Policy also addresses reasonable search of students' mobile communication devices, employees' authority to confiscate a device, and discipline for off-campus use of a mobile communication device which poses a threat of danger to the safety of students, staff, or district property or substantially disrupts school activities.

**BP 5132 - Dress and Grooming**

(BP revised)

Policy updated to reflect **NEW LAW (SB 188)** which prohibits discrimination against traits historically associated with race, including hair texture and "protective hairstyles" such as braids, locks, and twists.

**AR 5141.26 - Tuberculosis Testing**

(AR revised)

Regulation updated to reflect guidance from the California Department of Public Health and the Child Health and Disability Prevention office of the California Department of Health Care Services clarifying that the health screening for school entry includes testing for tuberculosis only when required by the local health department. Regulation also reflects law authorizing parents/guardians to submit a signed waiver indicating that they do not want or are unable to obtain the health screening for their child.

**BP/AR 5142 – Safety**

(BP/AR revised)

Policy updated to add the district's responsibility to provide for the proper supervision of students during before- and after-school programs, morning drop-off at school, and afternoon pick-up and to provide for appropriate student instruction in emergency procedures. Policy adds section reflecting the requirement to print safety hotline numbers on student identification cards for students in grades 7-12, including the National Suicide Prevention Lifeline and, pursuant to **NEW LAW (SB 316)**, the National Domestic Violence Hotline. Regulation updated to add communication of school rules to students, the responsibility of individuals supervising students to remain alert for unauthorized persons, and the requirement for inspection of new playgrounds by a certified safety inspector. Regulation also updates the list of activities with safety risks in accordance with the legal definition of "hazardous recreational activity" and prohibits any such activity unless it is properly supervised, students wear protective gear as appropriate, and participants have insurance coverage. Section on "Laboratory Safety" expanded to include student instruction in safety procedures, proper handling of hazardous materials and bloodborne pathogens, and accessibility of emergency information and first aid supplies.

# 5000 Series

First Reading of *Revised* Board Policies & Admin. Regulations

- 5123
- 5131
- 5131.8 ~ New BP
- 5132
- 5141.2
- 5142

**PROMOTION/ACCELERATION/RETENTION**

The Governing Board expects students to progress through each grade level within one school year. Toward this end, instruction shall be designed to accommodate the variety of ways that students learn and provide strategies for addressing academic deficiencies as needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

- (cf. 6011 - Academic Standards)*
- (cf. 6146.1 - High School Graduation Requirements)*
- (cf. 6146.5 - Elementary/Middle School Graduation Requirements)*
- (cf. 6170.1 - Transitional Kindergarten)*

When high academic achievement is evident, the teacher may recommend a student for acceleration to a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5
4. Between grades 5 and 6
5. Between the end of the intermediate grades and the beginning of the middle school grades
6. Between the end of the middle school grades and the beginning of the high school grades

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic achievement:

- District Benchmark Assessments in more than 1 subject
- Teacher/Principal recommendation

- (cf. 5121 - Grades/Evaluation of Student Achievement)*
- (cf. 6162.5 - Student Assessment)*
- (cf. 6162.51 - State Academic Achievement Tests)*

**PROMOTION/ACCELERATION/RETENTION** (continued)

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

When any student in grades 2-8 is recommended for retention or is identified as being at risk for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. (Education Code 48070.5)

*(cf. 6176 - Weekend/Saturday Classes)*

*(cf. 6177 - Summer Learning Programs)*

*(cf. 6179 - Supplemental Instruction)*

*Legal Reference:*EDUCATION CODE

*46300 Method of computing average daily attendance*

*48010 Admittance to first grade*

*48011 Promotion/retention following one year of kindergarten*

*48070-48070.5 Promotion and retention*

*56345 Elements of individualized education program*

*60640-60649 California Assessment of Student Performance and Progress*

CODE OF REGULATIONS, TITLE 5

*200-202 Admission and exclusion of students*

**PROMOTION/ACCELERATION/RETENTION** (continued)

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
*FAQs Promotion, Retention, and Grading (students with disabilities)*  
*FAQs Pupil Promotion and Retention*  
*Kindergarten Continuance Form*  
WEB SITES  
*CSBA: <http://www.csba.org>*  
*California Department of Education: <http://www.cde.ca.gov>*

(12/13 12/15) 7/19

Policy  
Adopted:

**CONDUCT**

The Governing Board believes that all students have the right to be educated in a safe and positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5137 - Positive School Climate)*

*(cf. 6145.2 - Athletic Competition)*

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5142 - Safety)*

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

3. Conduct that disrupts the orderly classroom or school environment

*(cf. 5131.4 - Student Disturbances)*

4. Willful defiance of staff's authority

5. Damage to or theft of property belonging to students, staff, or the district

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 5131.5 - Vandalism and Graffiti)*

**CONDUCT** (continued)

6. Obscene acts or use of profane, vulgar, or abusive language

*(cf. 5145.2 - Freedom of Speech/Expression)*

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited substances

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 5131.62 - Tobacco)*

*(cf. 5131.63 - Steroids)*

8. Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose with prior permission of the principal or designee (Penal Code 417.27)

9. Use of a cell phone, smart watch, pager, or other mobile communications device during instructional time or in an unauthorized manner in violation of district policy

*(cf. 5131.8 - Mobile Communication Devices)*

*(cf. 6163.4 - Student Use of Technology)*

10. Plagiarism or dishonesty on schoolwork or tests

*(cf. 5131.9 - Academic Honesty)*

*(cf. 6162.54 - Test Integrity/Test Preparation)*

*(cf. 6162.6 - Use of Copyrighted Materials)*

11. Wearing of any attire that violates district or school dress codes, including gang-related apparel

*(cf. 5132 - Dress and Grooming)*

*(cf. 5136 - Gangs)*

12. Tardiness or unexcused absence from school

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

*(cf. 5113.11 - Attendance Supervision)*

*(cf. 5113.12 - District School Attendance Review Board)*

13. Failure to remain on school premises in accordance with school rules

*(cf. 5112.5 - Open/Closed Campus)*

**CONDUCT** (continued)

Employees are expected to enforce standards of conduct and, when they observe or receive a report of a violation of these standards, to appropriately intervene or seek assistance. As necessary, the employee shall refer the matter to a supervisor or the principal or designee.

When a school employee suspects that a search of a student or a student's belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

*(cf. 5145.12 - Search and Seizure)*

When a student uses any prohibited device or uses a permitted device in an unauthorized manner, a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 5127 - Graduation Ceremonies and Activities)*

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 6020 - Parent Involvement)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6164.5 - Student Success Teams)*

*(cf. 6184 - Continuation Education)*

*(cf. 6185 - Community Day School)*

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

*(Legal Reference: (see next page))*

**CONDUCT** (continued)

*Legal Reference:*

EDUCATION CODE

200-262.4 *Prohibition of discrimination*

32280-32289 *Comprehensive safety plan*

35181 *Governing board authority to set policy on responsibilities of students*

35291-35291.5 *Rules*

44807 *Duty concerning conduct of students*

48900-48925 *Suspension and expulsion*

51512 *Prohibition against electronic listening or recording device in classroom without permission*

CIVIL CODE

1714.1 *Liability of parents and guardians for willful misconduct of minor*

PENAL CODE

288.2 *Harmful matter with intent to seduce*

313 *Harmful matter*

417.25-417.27 *Laser scope or laser pointer*

647 *Use of camera or other instrument to invade person's privacy; misdemeanor*

653.2 *Electronic communication devices, threats to safety*

VEHICLE CODE

23123-23124 *Prohibitions against use of electronic devices while driving*

CODE OF REGULATIONS, TITLE 5

300-307 *Duties of students*

UNITED STATES CODE, TITLE 42

20 USC 1681-1688 *Title IX, 1972 Education Act Amendments*

COURT DECISIONS

*J.C. v. Beverly Hills Unified School District* (2010) 711 F.Supp.2d 1094

*LaVine v. Blaine School District* (2001, 9th Cir.) 257 F.3d 981

*Emmett v. Kent School District No. 415* (2000) 92 F.Supp. 1088

*Bethel School District No. 403 v. Fraser* (1986) 478 U.S. 675

*New Jersey v. T.L.O.* (1985) 469 U.S. 325

*Tinker v. Des Moines Independent Community School District* (1969) 393 U.S. 503

*Management Resources:*

CSBA PUBLICATIONS

*Safe Schools: Strategies for Governing Boards to Ensure Student Success*, 2011

*Providing a Safe, Nondiscriminatory School Environment for All Students*, Policy Brief, April 2010

*Cyberbullying: Policy Considerations for Boards*, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Bullying at School*, 2003

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

Center for Safe and Responsible Internet Use: <https://www.ewa.org/organization/center-safe-and-responsible-internet-use>

National School Safety Center: <http://www.schoolsafety.us>

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

(3/10 3/12) 10/19

Policy  
Adopted:

**SAN YSIDRO SCHOOL DISTRICT**  
San Ysidro, California **13.9**  
**Page 10 of 51**

**MOBILE COMMUNICATION DEVICES**

The Governing Board recognizes that the use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being, but could be disruptive of the instructional program in some circumstances. The Board permits limited use of mobile communication devices on campus in accordance with law and the following policy.

- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 5131.2 - Bullying)*
- (cf. 5131.4 - Student Disturbances)*
- (cf. 5131.9 - Academic Honesty)*
- (cf. 5137 - Positive School Climate)*
- (cf. 5141.52 - Suicide Prevention)*
- (cf. 6163.4 - Student Use of Technology)*

Students may use cell phones, smart watches, pagers, or other mobile communication devices on campus during noninstructional time as long as the device is utilized in accordance with law and any rules that individual school sites may impose.

Mobile communication devices shall be turned off during instructional time. However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

1. In the case of an emergency, or in response to a perceived threat of danger
2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator
3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being
4. When the possession or use is required by the student's individualized education program

*(cf. 6159 - Individualized Education Program)*

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

When a school official reasonably suspects that a search of a student's mobile communication device will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

- (cf. 5145.12 - Search and Seizure)*
- (cf. 5145.2 - Freedom of Speech/Expression)*

**MOBILE COMMUNICATION DEVICES** (continued)

When a student uses a mobile communication device in an unauthorized manner, the student may be disciplined and a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

The Superintendent or designee shall inform students that the district will not be responsible for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

*Legal Reference:*EDUCATION CODE*200-262.4 Prohibition of discrimination**32280-32289 Comprehensive safety plan**35181 Governing board authority to set policy on responsibilities of students**35291-35291.5 Rules**44807 Duty concerning conduct of students**48900-48925 Suspension and expulsion, especially:**48901.5 Regulation of possession or use of electronic signaling devices**48901.7 Limitation or prohibition of student use of cell phones**51512 Prohibition against electronic listening or recording device in classroom without permission*CIVIL CODE*1714.1 Liability of parents and guardians for willful misconduct of minor*PENAL CODE*288.2 Harmful matter with intent to seduce**313 Harmful matter**647 Use of camera or other instrument to invade person's privacy; misdemeanor**653.2 Electronic communication devices, threats to safety*VEHICLE CODE*23123-23124 Prohibitions against use of electronic devices while driving*CODE OF REGULATIONS, TITLE 5*300-307 Duties of students*UNITED STATES CODE, TITLE 20*1681-1688 Discrimination based on sex or blindness*COURT DECISIONS*J.C. v. Beverly Hills Unified School District (2010) 711 F.Supp.2d 1094**New Jersey v. T.L.O. (1985) 469 U.S. 325**Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503*

*Management Resources: (see next page)*

**MOBILE COMMUNICATION DEVICES (continued)**

*Management Resources:*

CSBA PUBLICATIONS

*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

*Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Bullying at School, 2003*

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

Center for Safe and Responsible Internet Use: <https://www.ewa.org/organization/center-safe-and-responsible-internet-use>

National School Safety Center: <http://www.schoolsafety.us>

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

10/19

Policy  
Adopted:

**DRESS AND GROOMING**

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to wear clothing that is suitable for the school activities in which they participate. Students shall not wear clothing that presents a health or safety hazard or causes a substantial disruption to the educational program.

*(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)*

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

In addition, the dress code shall not discriminate against students based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Education Code 212.1)

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 0415 - Equity)*

*(cf. 5145.2 - Freedom of Speech/Expression)*

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

*(cf. 5144 - Discipline)*

**DRESS AND GROOMING** (continued)**Gang-Related Apparel**

The principal, staff, and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a proposed dress code shall be presented to the Board, which shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment. The dress code policy may be included in the school's comprehensive safety plan. (Education Code 35183)

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5136 - Gangs)*

When determining specific items of clothing that may be defined as gang apparel, the school shall ensure that the determination is free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics.

**Uniforms**

The Board may approve a school-initiated dress code requiring students at the school to wear a school uniform whenever the Board determines that such a dress code will promote student achievement, a positive school climate, and/or student safety.

The Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against, or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms. (Education Code 35183)

*Legal Reference: (see next page)*

**DRESS AND GROOMING (continued)**

*Legal Reference:*

EDUCATION CODE

212.1 Nondiscrimination based on race or ethnicity

220 Nondiscrimination

32281 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

COURT DECISIONS

Jacobs v. Clark County School District (2008) 26 F. 3d 419

Harper v. Poway Unified School District (2006) 445 App. 3d 166

Marvin H. Jeglin et al v. San Jacinto Unified School District et al (C.D. Cal. 1993)

827 F.Supp. 1459

Arcadia Unified School District v. California Department of Education (1992) 2 Cal. 4th 251

Hazelwood School District v. Kuhlmeier (1988) 108 S. Ct. 562

Hartzell v. Connell (1984) 35 Cal. 3d 899

Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503

(10/96 5/19) 10/19

Policy  
Adopted:

**TUBERCULOSIS TESTING**

Any student who is reasonably suspected of having active tuberculosis shall be excluded from attendance at a district school until the student provides evidence of a certificate showing that the student is free of communicable tuberculosis. (Health and Safety Code 121485, 121495, 121505)

*(cf. 5112.2 - Exclusions from Attendance)*

Students shall be screened or tested for tuberculosis under the following circumstances:

1. When required by the local health department as part of the comprehensive health screening required for school entry, parents/guardians shall, within 90 days after their child's entry into first grade, provide certification evidencing that their child has been screened for risk of tuberculosis within the preceding 18 months. Such certification shall be on a form approved by the California Department of Health Care Services. (Health and Safety Code 124040, 124085, 124105)

In lieu of the certificate, parents/guardians may submit a signed waiver indicating that they do not want or are unable to obtain the health screening and evaluation services for their child and, if applicable, the reasons that they are unable to obtain the services. (Health and Safety Code 124085)

*(cf. 5141.32 - Health Screening for School Entry)*

2. Whenever ordered by the local health officer for the preservation and protection of public health, students seeking admission for the first time to a district school at any grade level shall submit to tuberculosis testing. Students who are subject to the health officer's order shall be admitted to school as follows:
  - a. The Superintendent or designee shall unconditionally admit any student who, prior to admission, submits a certificate signed by any public or private medical provider indicating that the student has completed an approved tuberculosis examination and is free from active tuberculosis. (Health and Safety Code 121485, 121490, 121500; 22 CCR 41305, 41311, 41313)

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.6 - School Health Services)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

The Superintendent or designee shall exempt a student from the requirement to submit a certificate if the student's parent/guardian, or the student if an emancipated minor, provides an affidavit stating that the required examination is contrary to one's personal beliefs. If there is probable cause to believe that such a student has active tuberculosis, the student may be excluded from school until the

**TUBERCULOSIS TESTING** (continued)

Superintendent or designee is satisfied that the student is not afflicted. (Health and Safety Code 121505)

- b. A student who has not submitted the certificate or personal beliefs affidavit may be admitted on condition that the student receives an approved tuberculin skin test within 10 school days after admission. A student who has had a positive skin test and has not subsequently obtained a chest x-ray may be admitted on condition that the student receives a chest x-ray within 20 school days after admission. Any student who fails to provide the certificate within those time periods shall be prohibited from further attendance until the certificate is provided. (Health and Safety Code 121495; 22 CCR 41315, 41327)
  - c. Whenever the local health officer so orders, a student may be required to complete an additional examination and provide another certificate indicating that the student is free of communicable tuberculosis. (Health and Safety Code 121485)
  - d. At the discretion of the local health officer, the district may admit a student without a certificate if the student is undergoing or has already undergone preventive treatment for tuberculosis infection or treatment for tuberculosis disease. (22 CCR 41319)
3. Whenever the Superintendent or designee suspects that a student who has not been examined for tuberculosis either has the disease or has been exposed, the Superintendent or designee shall immediately report by telephone to the local health officer. When required by the local health officer, the district shall exclude the student from school until the student is certified to be free of communicable tuberculosis. (22 CCR 41329)

The Superintendent or designee shall maintain a record of any student's tuberculosis examination as part of the student's mandatory permanent student record. (22 CCR 41323)

*(cf. 5125 - Student Records)*

The Superintendent or designee shall annually file a report with the local health department on the results of tuberculosis examinations for all new district students required to complete such examinations in accordance with item #2 above, including, but not necessarily limited to, the number of students unconditionally and conditionally admitted and the number of students exempted on the basis of their personal beliefs. (22 CCR 41325)

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 5141.22 - Infectious Diseases)*

*Legal Reference: (see next page)*

**TUBERCULOSIS TESTING (continued)**

*Legal Reference:*

EDUCATION CODE

48213 *Prior parent notification of exclusion; exemption*

49451 *Parent's refusal to consent to health examination*

HEALTH AND SAFETY CODE

120230 *Exclusion of persons from school when residence is in isolation or quarantine*

121365 *Duties of local health officer re: tuberculosis control*

121475-121520 *Tuberculosis tests for students*

124025-124110 *Child Health and Disability Prevention Program*

CODE OF REGULATIONS, TITLE 5

202 *Exclusion of students with contagious disease*

432 *Student records*

3030 *Eligibility for special education; tuberculosis that adversely affects educational performance*

CODE OF REGULATIONS, TITLE 22

41301-41329 *Tuberculosis tests for students*

*Management Resources:*

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS

*CHDP School Handbook: School Entry Health Examination Requirements, rev. January 2006*

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

*California Immunization Handbook: Pre-Kindergarten (Child-Care) and School Immunization Requirements, 10th Edition, July 2019*

WEB SITES

*American Lung Association: <http://www.lungusa.org>*

*California Department of Health Care Services: <https://www.dhcs.ca.gov>*

*California Department of Public Health, Tuberculosis Control: <http://www.cdph.ca.gov/Programs/TB>  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TBCB.aspx>*

*Centers for Disease Control and Prevention, Tuberculosis: <http://www.cdc.gov/tb>*

*Health Officers Association of California: <http://www.calhealthofficers.org>*

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Regulation  
Adopted:

**SAN YSIDRO SCHOOL DISTRICT**  
San Ysidro, California **13.9**  
**Page 19 of 51**

**SAFETY**

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 3320 - Claims and Actions Against the District)*
- (cf. 3514 - Environmental Safety)*
- (cf. 3514.1 - Hazardous Substances)*
- (cf. 3514.2 - Integrated Pest Management)*
- (cf. 3515 - Campus Security)*
- (cf. 3515.21 - Unmanned Aircraft Systems (Drones))*
- (cf. 3516 - Emergencies and Disaster Preparedness Plan)*
- (cf. 3530 - Risk Management/Insurance)*
- (cf. 3542 - School Bus Drivers)*
- (cf. 3543 - Transportation Safety and Emergencies)*
- (cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*
- (cf. 4119.43/4219.43/4319.43 - Universal Precautions)*
- (cf. 5131 - Conduct)*
- (cf. 5131.1 - Bus Conduct)*
- (cf. 5141 - Health Care and Emergencies)*
- (cf. 5141.22 - Infectious Diseases)*
- (cf. 5142.1 - Identification and Reporting of Missing Children)*
- (cf. 5143 - Insurance)*
- (cf. 6145.2 - Athletic Competition)*
- (cf. 6163.2 - Animals at School)*
- (cf. 7111- Evaluating Existing Buildings)*

School staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, school-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

- (cf. 5141.7 - Sun Safety)*
- (cf. 6142.8 - Comprehensive Health Education)*

**Crossing Guards/Student Safety Patrol**

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

## SAFETY

*(cf. 5142.2 - Safe Routes to School Program)*

### **Student Identification Cards and Safety Information**

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5, 217)

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number

*(cf. 5141.52 - Suicide Prevention)*

2. The National Domestic Violence Hotline

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

#### *Legal Reference:*

##### EDUCATION CODE

8482-8484.65 *After School Education and Safety Program*

17280-17317 *Building approvals (Field Act)*

17365-17374 *Fitness of school facilities for occupancy*

32001 *Fire alarms and drills*

32020 *School gates; entrances for emergency vehicles*

32030-32034 *Eye safety*

32040 *First aid equipment*

32225-32226 *Two-way communication devices in classrooms*

32240-32245 *Lead-free schools*

32250-32254 *CDE school safety and security resources unit*

32280-32289 *Safety plans*

44807 *Duty of teachers concerning conduct of students*

44808 *Exemption from liability when students are not on school property*

44808.5 *Permission for students to leave school grounds; notice (high school)*

45450-45451 *Crossing guards*

48900 *Hazing*

49300-49307 *School safety patrol*

49330-49335 *Injurious objects*

49341 *Hazardous materials in school science laboratories*

51202 *Instruction in personal and public health and safety*

##### GOVERNMENT CODE

810-996.6 *California Tort Claims Act*

##### HEALTH AND SAFETY CODE

115725-115735 *Playground safety*

115775-115800 *Wooden playground equipment*

116046 *Issuance of best practices guidelines for K-12 pool safety*

##### PENAL CODE

245.6 *Hazing*

*Legal Reference continued: (see next page)*

**SAFETY (continued)**

*Legal Reference: (continued)*

PUBLIC RESOURCES CODE

5411 *Purchase of equipment usable by persons with disabilities*

VEHICLE CODE

21100 *Rules and regulations; crossing guards*

21201 *Rules for operation of bicycle on roadway*

21212 *Use of helmets*

42200 *Fines and forfeitures, disposition by cities*

42201 *Fines and forfeitures, disposition by counties*

CODE OF REGULATIONS, TITLE 5

202 *Exclusion of students with a contagious disease*

570-576 *School safety patrols*

5531 *Supervision of social activities*

5552 *Playground supervision*

5570 *When school shall be open and teachers present*

14030 *Standards for development of plans for the design and construction of school facilities*

14103 *Bus driver; authority over pupils*

COURT DECISIONS

*J.H. v. Los Angeles Unified School District*, (2010) 183 Cal.App.4th 123

*Lane v. City of Sacramento*, (2010) 183 Cal. App. 4th. 1337

*Wiener v. Southcoast Childcare Centers*, (2004) 32 Cal.4th 1138

*Kahn v. East Side Union High School District*, (2003) 31 Cal.4th 990

*Knight v. Jewett*, (1992) 3 Cal.4th 296, 313

*Hoyem v. Manhattan Beach City School District*, (1978) 22 Cal. 3d 508

*Dailey v. Los Angeles Unified School District*, (1970) 2 Cal 3d 741

*Management Resources:*

AMERICAN SOCIETY FOR TESTING AND MATERIALS

F 1487-05, *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*, 2005 2017

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Science Safety Handbook for California Public Schools*, 2014

U.S. CONSUMER PRODUCT SAFETY COMMISSION PUBLICATIONS

*Handbook for Public Playground Safety Pub. No. 325, 1994, rev. 1997 Handbook*, 2010

WEB SITES

American Society for Testing and Materials: <http://www.astm.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

California Department of Public Health: <http://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Environmental Protection Agency: <http://www.epa.gov>

U.S. Consumer Product Safety Commission: <http://www.cpsc.gov>

U.S. Department of Education, Safe Schools: <http://www.ed.gov/about/offices/list/osers/osep/gtss.html>

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Policy  
Adopted:

**SAFETY**

Each principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians and readily available at the school at all times.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5131 - Conduct)*  
*(cf. 5144 - Discipline)*

**Release of Students**

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian

*(cf. 5021 - Noncustodial Parents)*

2. An adult authorized on the student's emergency card as someone to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

3. An authorized law enforcement officer acting in accordance with law

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*  
*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*  
*(cf. 5145.13 - Response to Immigration Enforcement)*

4. An adult taking the student to emergency medical care at the request of the principal or designee

*(cf. 5141 - Health Care and Emergencies)*

**Supervision of Students**

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students accountable for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

**SAFETY** (continued)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, promptly report any such observations to the principal or designee, and file a written report as appropriate.

*(cf. 1250 - Visitors/Outsiders)*  
*(cf. 3530 - Risk Management/Insurance)*

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones on the playground and require all playground supervisors to remain outside at a location from which they can observe their entire zone of supervision
2. Consider the size of the playground area, the number of areas that are not immediately visible, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Such training shall be documented and kept on file.

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 3515.2 - Disruptions)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 5131.4 - Student Disturbances)*  
*(cf. 5138 - Conflict Resolution/Peer Mediation)*

**Student Safety Patrols**

A school safety patrol shall be composed of students of the school selected by the principal and shall serve only with written consent of the students and their parents/guardians. Patrol members shall be at least 10 years old and at least in the fifth grade. (Education Code 49302; 5 CCR 571)

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

**SAFETY** (continued)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

**Playground Safety**

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

**Activities with Safety Risks**

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing
7. Motorcycling
8. Target shooting
9. Horseback riding
10. Rodeo

**SAFETY** (continued)

11. Archery
12. Mountain bicycling
13. Rock climbing
14. Rocketeering
15. Surfing
16. Other activities determined by the principal to have a high risk to student safety

*(cf. 5143 - Insurance)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6153 - School-Sponsored Trips)*

Students who operate or ride as a passenger on a bicycle, nonmotorized scooter, or skateboard, or wear in-line or roller skates, upon a street, bikeway, or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet.

**Laboratory Safety**

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to implement and regularly review these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

*(cf. 3514.1 - Hazardous Substances)*

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*

*(cf. 5141.22 - Infectious Diseases)*

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

**SAFETY** (continued)

**Hearing Protection**

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may **also** provide hearing conservation education to teach students ways to protect their hearing.

**Eye Safety Devices**

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed their actual cost to the district. (Education Code 32030, 32031, 32033)

*(cf. 3260 - Fees and Charges)*

**Protection Against Insect Bites**

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, under the supervision of school personnel, and in accordance with the manufacturer's directions, when engaging in outdoor activities.

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# 5000 Series

*Current Versions* of Board Policies & Admin. Regulations

- 5123
- 5131
- 5132
- 5141.2
- 5142

**PROMOTION/ACCELERATION/RETENTION**

The Board of Education expects students to progress through each grade level within one school year. Toward this end, instruction shall be designed to accommodate the variety of ways that students learn and provide strategies for addressing academic deficiencies as needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

*(cf. 6011 - Academic Standards)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*  
*(cf. 6170.1 - Transitional Kindergarten)*

When high academic achievement is evident, the teacher may recommend a student for acceleration to a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5
4. Between the end of the intermediate grades and the beginning of the middle school grades
5. Between the end of the middle school grades and the beginning of the high school grades

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic achievement:

- District Benchmark Assessments in more than 1 subject
- Teacher/Principal recommendation

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

**PROMOTION/ACCELERATION/RETENTION** (continued)

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

When any student in grades 2-9 is retained or recommended for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. The Superintendent or designee also may offer supplemental instruction to a student in grades 2-6 who is identified as being at risk for retention. (Education Code 37252.2, 37252.8, 48070.5)

*(cf. 6176 - Weekend/Saturday Classes)*

*(cf. 6177 - Summer Learning Programs)*

*(cf. 6179 - Supplemental Instruction)*

*Legal Reference:*EDUCATION CODE

37252-37254.1 *Supplemental instruction*

46300 *Method of computing average daily attendance*

48010 *Admittance to first grade*

48011 *Promotion/retention following one year of kindergarten*

48070-48070.5 *Promotion and retention*

56345 *Elements of individualized education plan*

60640-60649 *California Assessment of Student Performance and Progress*

CODE OF REGULATIONS, TITLE 5

200-202 *Admission and exclusion of students*

**PROMOTION/ACCELERATION/RETENTION (continued)**

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*FAQs Promotion, Retention, and Grading (students with disabilities)*

*FAQs Pupil Promotion and Retention*

*Kindergarten Continuance Form*

WEB SITES

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

*California Department of Education: <http://www.cde.ca.gov>*

## **PROMOTION/ACCELERATION/RETENTION**

### **Acceleration from Kindergarten to First Grade**

Any student who meets the age eligibility requirement and has completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the Superintendent or designee agree that the student shall continue in kindergarten. (Education Code 48010, 48011)

*(cf. 5111 - Admission)*

A student who does not meet the age eligibility requirement may be admitted to first grade at the discretion of the Superintendent or designee and with the consent of the parent/guardian upon determination that the student is ready for first-grade work, subject to the following minimum criteria: (Education Code 48011; 5 CCR 200)

1. The student is at least five years of age.
2. The student has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability.
3. The student is in the upper five percent of his/her age group in terms of general mental ability.
4. The physical development and social maturity of the student are consistent with his/her advanced mental ability.
5. The parent/guardian of the student has filed a written statement with the district approving the placement in first grade.

### **Continuation in Kindergarten**

Whenever the Superintendent or designee and the parents/guardians agree that a student shall continue in kindergarten for an additional year, the Superintendent or designee shall secure an agreement, signed by the parent/guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Education Code 46300, 48011)

The Superintendent or designee shall not approve a student's continuation in kindergarten until the student has been enrolled in kindergarten for close to one school year.

### **Retention at Other Grade Levels**

If a student is identified as performing below the minimum standard for promotion to the next grade level based on the indicators specified in Board policy, the student shall be retained in his/her current grade level unless the student's regular classroom teacher

**PROMOTION/ACCELERATION/RETENTION** (continued)

determines, in writing, that retention is not the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for interventions other than retention that, in the opinion of the teacher, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - State Academic Achievement Tests)*

If the teacher's recommendation to promote is contingent on the student's participation in a summer school or interim session remediation program, the student's academic performance shall be reassessed at the end of the remediation program, and the decision to retain or promote the student shall be reevaluated at that time. The teacher's evaluation shall be provided to and discussed with the student's parents/guardians and the principal before any final determination of retention or promotion. (Education Code 48070.5)

*(cf. 6176 - Weekend/Saturday Classes)*

*(cf. 6177 - Summer Learning Programs)*

*(cf. 6179 - Supplemental Instruction)*

When a student is identified as being at risk of retention, the Superintendent or designee shall so notify the student's parent/guardian as early in the school year as practicable. The student's parent/guardian shall be provided an opportunity to consult with the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

*(cf. 5145.6 - Parental Notifications)*

The Superintendent or designee shall also provide a copy of the district's promotion/retention policy and administrative regulation to those parents/guardians who have been notified that their child is at risk of retention.

**Appeal Process**

Whenever a student's parent/guardian appeals the teacher's decision to promote or retain a student, the burden shall be on the parent/guardian to show why the teacher's decision should be overruled. (Education Code 48070.5)

To appeal a teacher's decision, the parent/guardian shall submit a written request to the Superintendent or designee specifying the reasons that the teacher's decision should be overruled. The appeal must be initiated within 10 school days of the determination of retention or promotion.

**PROMOTION/ACCELERATION/RETENTION (continued)**

The teacher shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

Within 30 days of receiving the request, the Superintendent or designee shall determine whether or not to overrule the teacher's decision. Prior to making this determination, the Superintendent or designee may meet with the parent/guardian and the teacher. If the Superintendent or designee determines that the parent/guardian has overwhelmingly proven that the teacher's decision should be overruled, he/she shall overrule the teacher's decision.

The Superintendent or designee's determination may be appealed by submitting a written appeal to the Board of Education within 15 school days. Within 30 days of receipt of a written appeal, the Board shall meet in closed session to decide the appeal. The Board's decision may be made on the basis of documentation prepared as part of the appeal process or, at the discretion of the Board, the Board may also meet with the parent/guardian, the teacher, and the Superintendent or designee to decide the appeal. The decision of the Board shall be final.

*(cf. 9321 - Closed Session Purposes and Agendas)*

*(cf. 9321.1 - Closed Session Actions and Reports)*

If the final decision is unfavorable to the parent/guardian, he/she shall have the right to submit a written statement of objections which shall become part of the student's record.

*(cf. 5125 - Student Records)*

*(cf. 5125.3 - Challenging Student Records)*

**CONDUCT**

The Board of Education believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5137 - Positive School Climate)*

*(cf. 6145.2 - Athletic Competition)*

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5142 - Safety)*

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

3. Conduct that disrupts the orderly classroom or school environment

*(cf. 5131.4 - Student Disturbances)*

4. Willful defiance of staff's authority

5. Damage to or theft of property belonging to students, staff, or the district

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 5131.5 - Vandalism and Graffiti)*

The district shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.

**CONDUCT** (continued)

6. Obscene acts or use of profane, vulgar, or abusive language

*(cf. 5145.2 - Freedom of Speech/Expression)*

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 5131.62 - Tobacco)*

*(cf. 5131.63 - Steroids)*

8. Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose (Penal Code 417.27)

Prior to bringing a laser pointer on school premises for a valid instructional or school-related purpose, a student shall obtain permission from the principal or designee.

9. Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time

Such devices shall be turned off in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee. Any device with camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person.

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health. (Education Code 48901.5)

10. Plagiarism or dishonesty on school work or tests

*(cf. 5131.9 - Academic Honesty)*

*(cf. 6162.54 - Test Integrity/Test Preparation)*

*(cf. 6162.6 - Use of Copyrighted Materials)*

11. Inappropriate attire

*(cf. 5132 - Dress and Grooming)*

12. Tardiness or unexcused absence from school

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

**CONDUCT** (continued)

## 13. Failure to remain on school premises in accordance with school rules

*(cf. 5112.5 - Open/Closed Campus)*

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or an administrator for further investigation.

When a school official suspects that a search of a student or his/her belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

*(cf. 5145.12 - Search and Seizure)*

When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a district employee may confiscate the device. The employee shall store the item in a secure manner until an appropriate time.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 5127 - Graduation Ceremonies and Activities)*

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 6020 - Parent Involvement)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6164.5 - Student Success Teams)*

*(cf. 6184 - Continuation Education)*

*(cf. 6185 - Community Day School)*

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

*Legal Reference: (see next page)*

**CONDUCT** (continued)*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension and expulsion

51512 Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope or laser pointer

647 Use of camera or other instrument to invade person's privacy; misdemeanor

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 42

2000h-2000h6 Title IX, 1972 Education Act Amendments

COURT DECISIONSJ.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094LaVine v. Blaine School District, (2000, 9th Cir.) 257 F.3d 981Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675New Jersey v. T.L.O., (1985) 469 U.S. 325Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503*Management Resources:*CSBA PUBLICATIONSSafe Schools: Strategies for Governing Boards to Ensure Student Success, 2011Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSBullying at School, 2003WEB SITESCSBA: <http://www.csba.org>California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>Center for Safe and Responsible Internet Use: <http://cyberbully.org>National School Boards Association: <http://www.nsba.org>National School Safety Center: <http://www.schoolsafety.us>U.S. Department of Education: <http://www.ed.gov>

**DRESS AND GROOMING**

The Board of Education believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

*(cf. 4119.22 - Dress and Grooming)*

*(cf. 5145.2 - Freedom of Speech/Expression)*

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

*(cf. 5144 - Discipline)*

**Gang-Related Apparel**

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5136 - Gangs)*

**Uniforms**

In order to promote student safety and discourage theft, peer rivalry and/or gang activity, the principal, staff and parents/guardians at a school may establish a reasonable dress code requiring students to wear uniforms. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

If a school's plan to require uniforms is adopted, the Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

## DRESS AND GROOMING (continued)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms.

### *Legal Reference:*

#### EDUCATION CODE

32281 *School safety plans*

35183 *School dress codes; uniforms*

35183.5 *Sun-protective clothing*

48907 *Student exercise of free expression*

49066 *Grades; effect of physical education class apparel*

#### CODE OF REGULATIONS, TITLE 5

302 *Pupils to be neat and clean on entering school*

#### COURT DECISIONS

*Marvin H. Jeglin et al v. San Jacinto Unified School District et al, (C.D. Cal. 1993)*

*827 F.Supp. 1459*

*Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251*

*Hartzell v. Connell, (1984) 35 Cal. 3d 899*

**DRESS AND GROOMING**

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, Board of Education policy and administrative regulations. These school dress codes shall be regularly reviewed.

*(cf. 0420 - School Plans/Site Councils)*

Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

In addition, the following guidelines shall apply to all regular school activities:

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.
3. Hats, caps and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed.

Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

*(cf. 3260 - Fees and Charges)*

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

**DRESS AND GROOMING** (continued)

The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.

**Gang-Related Apparel**

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received.

**Uniforms**

In schools where a schoolwide uniform is required, the principal, staff and parents/guardians of the individual school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

Parents/guardians shall also be informed of their right to have their child exempted.

The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.

The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)

**TUBERCULOSIS TESTING**

Any student with active tuberculosis shall be excluded from attendance at a district school in accordance with AR 5112.2 - Exclusions from Attendance.

*(cf. 5112.2 - Exclusions from Attendance)*

Students shall be screened or tested for tuberculosis under the following circumstances:

1. As part of the comprehensive health screening required for school entry, parents/guardians shall provide evidence within 90 days after their child's entry into first grade that their child has been screened for risk of tuberculosis within the preceding 18 months. (Health and Safety Code 124040, 124085)

*(cf. 5141.32 - Health Screening for School Entry)*

2. Whenever ordered by the local health officer, students seeking admission for the first time to a district school at any grade level shall submit to tuberculosis testing. Any student subject to the order shall be admitted to school as follows:
  - a. The Superintendent or designee shall unconditionally admit the student if he/she, prior to admission, submits a certificate, signed by any public or private medical provider, indicating that he/she has completed an approved tuberculosis examination and is free from active tuberculosis. (Health and Safety Code 121485, 121490, 121500; 22 CCR 41305, 41311, 41313)

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.6 - School Health Services)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

A student shall not be required to obtain the certificate if his/her parent/guardian or custodian provides the Superintendent or designee with an affidavit stating that the required examination is contrary to his/her beliefs. If there is probable cause to believe that such a student has active tuberculosis, he/she may be excluded from school until the Superintendent or designee is satisfied that he/she is not afflicted. (Health and Safety Code 121505)

- b. A student who has not submitted the certificate may be conditionally admitted provided that he/she receives an approved tuberculin skin test within 10 school days after admission. A student who had a positive skin test and has not subsequently obtained a chest x-ray may be conditionally admitted if he/she receives a chest x-ray within 20 school days after admission. Any student who fails to provide the certificate within those time periods shall be prohibited from further attendance until he/she provides the certificate. (Health and Safety Code 121495; 22 CCR 41315, 41327)

**TUBERCULOSIS TESTING** (continued)

- c. Whenever the local health officer so orders, a student may be required to complete an additional examination and provide another certificate indicating that he/she is free of communicable tuberculosis. (Health and Safety Code 121485)
  - d. At the discretion of the local health officer, the district may admit a student without a certificate if he/she is undergoing or has already undergone preventive treatment for tuberculosis infection or treatment for tuberculosis disease. (22 CCR 41319)
3. Whenever the Superintendent or designee suspects that a student who has not been examined for tuberculosis either has the disease or has been exposed, he/she shall immediately report by telephone to the local health officer. When required by the local health officer, the district shall exclude the student from school until he/she is certified to be free of communicable tuberculosis. (22 CCR 41329)

The Superintendent or designee shall maintain a record of any student's tuberculosis examination as part of the student's mandatory permanent student record. (22 CCR 41323)

*(cf. 5125 - Student Records)*

The Superintendent or designee shall annually file a report with the local health department on the results of tuberculosis examinations for all individuals required to complete such examinations in accordance with item #2 above, including, but not necessarily limited to, the number of individuals unconditionally and conditionally admitted and the number of individuals exempted on the basis of their personal beliefs. (22 CCR 41325)

All district staff shall receive information on how tuberculosis is spread and how it can be prevented and treated.

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*  
*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*  
*(cf. 5141.22 - Infectious Diseases)*

*Legal Reference: (see next page)*

## TUBERCULOSIS TESTING (continued)

### *Legal Reference:*

#### EDUCATION CODE

48213 *Prior parent notification of exclusion; exemption*

49451 *Parent's refusal to consent to health examination*

#### HEALTH AND SAFETY CODE

120230 *Exclusion of persons from school when residence is in isolation or quarantine*

121365 *Duties of local health officer re: tuberculosis control*

121475-121520 *Tuberculosis tests for students*

124025-124110 *Child Health and Disability Prevention Program*

#### CODE OF REGULATIONS, TITLE 5

202 *Exclusion of students with contagious disease*

432 *Student records*

3030 *Eligibility for special education; tuberculosis that adversely affects educational performance*

#### CODE OF REGULATIONS, TITLE 22

41301-41329 *Tuberculosis tests for students*

### *Management Resources:*

#### WEB SITES

*American Lung Association: <http://www.lungusa.org>*

*California Department of Public Health, Tuberculosis Control: <http://www.cdph.ca.gov/programs/tb>*

*Centers for Disease Control and Prevention, Tuberculosis: <http://www.cdc.gov/tb>*

*Health Officers Association of California: <http://www.calhealthofficers.org>*

**SAFETY**

The Board of Education recognizes the importance of providing a safe school environment that is conducive to learning and helps ensure student safety and the prevention of student injury. The Superintendent or designee shall implement appropriate practices to minimize the risk of harm to students, including, but not limited to, practices relative to school facilities and equipment, the outdoor environment, educational programs, and school-sponsored activities.

- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 3320 - Claims and Actions Against the District)*
- (cf. 3514 - Environmental Safety)*
- (cf. 3514.1 - Hazardous Substances)*
- (cf. 3514.2 - Integrated Pest Management)*
- (cf. 3516 - Emergencies and Disaster Preparedness Plan)*
- (cf. 3530 - Risk Management/Insurance)*
- (cf. 3542 - School Bus Drivers)*
- (cf. 3543 - Transportation Safety and Emergencies)*
- (cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*
- (cf. 4119.43/4219.43/4319.43 - Universal Precautions)*
- (cf. 5131 - Conduct)*
- (cf. 5131.1 - Bus Conduct)*
- (cf. 5141 - Health Care and Emergencies)*
- (cf. 5141.22 - Infectious Diseases)*
- (cf. 5142.1 - Identification and Reporting of Missing Children)*
- (cf. 5143 - Insurance)*
- (cf. 5144 - Discipline)*
- (cf. 5144.1 - Suspension and Expulsion/Due Process)*
- (cf. 6145.2 - Athletic Competition)*
- (cf. 6163.2 - Animals at School)*
- (cf. 7111 - Evaluating Existing Buildings)*

Staff shall be responsible for the proper supervision of students during school hours, during school-sponsored activities, and while students are using district transportation to and from school.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety, as well as injury and disease prevention.

- (cf. 5141.7 - Sun Safety)*
- (cf. 6142.8 - Comprehensive Health Education)*

**Crossing Guards/Safety Patrol**

To assist students in safely crossing streets adjacent to or near school sites, the Superintendent or designee may employ crossing guards and/or establish a safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

**SAFETY** (continued)*Legal Reference:*EDUCATION CODE

8482-8484.6 *After School Education and Safety Program*  
 17280-17317 *Building approvals (Field Act)*  
 17365-17374 *Fitness of school facilities for occupancy*  
 32001 *Fire alarms and drills*  
 32020 *School gates; entrances for emergency vehicles*  
 32030-32034 *Eye safety*  
 32040 *First aid equipment*  
 32225-32226 *Two-way communication devices in classrooms*  
 32240-32245 *Lead-free schools*  
 32250-32254 *CDE school safety and security resources unit*  
 32280-32289 *Safety plans*  
 44807 *Duty of teachers concerning conduct of students*  
 44808 *Exemption from liability when students are not on school property*  
 44808.5 *Permission for students to leave school grounds; notice (high school)*  
 45450-45451 *Crossing guards*  
 48900 *Hazing*  
 49300-49307 *School safety patrol*  
 49330-49335 *Injurious objects*  
 49341 *Hazardous materials in school science laboratories*  
 51202 *Instruction in personal and public health and safety*

GOVERNMENT CODE

810-996.6 *California Tort Claims Act*

HEALTH AND SAFETY CODE

115725-115735 *Playground safety*  
 115775-115800 *Wooden playground equipment*  
 115810-115816 *Playground safety and recycling grants*

PENAL CODE

245.6 *Hazing*

PUBLIC RESOURCES CODE

5411 *Purchase of equipment usable by physically disabled persons*

VEHICLE CODE

21100 *Rules and regulations; crossing guards*  
 21212 *Use of helmets*  
 42200 *Fines and forfeitures, disposition by cities*  
 42201 *Fines and forfeitures, disposition by counties*

CODE OF REGULATIONS, TITLE 5

202 *Exclusion of students with a contagious disease*  
 570-576 *School safety patrols*  
 5531 *Supervision of social activities*  
 5552 *Playground supervision*  
 5570 *When school shall be open and teachers present*  
 14103 *Bus driver; authority over pupils*

*Legal Reference continued: (see next page)*

**SAFETY** (continued)

*Legal Reference: (continued)*

COURT DECISIONS

- Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138*
- Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990*
- Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508*
- Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741*

*Management Resources:*

AMERICAN SOCIETY FOR TESTING AND MATERIALS

*F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2005*

U.S. CONSUMER PRODUCT SAFETY COMMISSION PUBLICATIONS

*Handbook for Public Playground Safety, Pub. No. 325, 1994, rev. 1997*

WEB SITES

- American Society for Testing and Materials: <http://www.astm.org>*
- California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>*
- California Department of Public Health: <http://www.cdph.ca.gov>*
- Centers for Disease Control and Prevention: <http://www.cdc.gov>*
- Environmental Protection Agency: <http://www.epa.gov>*
- U.S. Consumer Product Safety Commission: <http://www.cpsc.gov>*
- U.S. Department of Education, Safe Schools: <http://www.ed.gov/about/offices/list/osep/osep/gtss.html>*

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**SAFETY**

Each principal or designee shall establish school rules for the safe and appropriate use of school equipment and materials and for student conduct consistent with law, Board policy, and administrative regulation. Copies of the rules may be distributed to parents/guardians and may be readily available at the school at all times.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5131 - Conduct)*

*(cf. 5144 - Discipline)*

**Release of Students**

Students shall be released during the school day only to the custody of an adult if:

1. The adult is the student's custodial parent/guardian.

*(cf. 5021 - Noncustodial Parents)*

2. The adult has been authorized on the student's emergency card as someone to whom the student may be released when the custodial parent/guardian cannot be reached, and the principal or designee verifies the adult's identity.

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

3. The adult is an authorized law enforcement officer acting in accordance with law.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*

4. The adult is taking the student to emergency medical care at the request of the principal or designee.

*(cf. 5141 - Health Care and Emergencies)*

**Supervision of Students**

The principal or designee shall require all individuals supervising students to remain alert in spotting dangerous conditions, promptly report any such conditions to the principal or designee, and file a written report on such conditions as appropriate.

*(cf. 3530 - Risk Management/Insurance)*

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Where playground supervision is not otherwise provided, provide for certificated

**SAFETY** (continued)

employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions (5 CCR 5552)

2. Clearly identify supervision zones on the playground and require all playground supervisors to remain outside at a location from which they can observe their entire zone of supervision
3. Consider the size of the playground area, the number of areas that are not immediately visible, and the age of the students to determine the ratio of playground supervisors to students

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help them to forestall problems and resolve conflicts. Such training shall be documented and kept on file.

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 3515.2 - Disruptions)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 5131.4 - Student Disturbances)*  
*(cf. 5138 - Conflict Resolution/Peer Mediation)*

**Student Safety Patrols**

School safety patrols may be used at those locations where the nature of traffic will permit their safe operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

A school safety patrol may be composed of students of the school who are selected by the principal and shall serve only with written consent from their parent/guardian. Patrol members shall be at least 10 years old and at least in the fifth grade. (Education Code 49302; 5 CCR 571)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

**Playground Safety**

Any new playground or any replacement of equipment or modification of components ~~is~~

**SAFETY** (continued)

an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. (Health and Safety Code 115725)

Any playground installed between January 1, 1994, and December 31, 1999, shall conform to these standards not later than 15 years after the date of installation. (Health and Safety Code 115725)

Students who operate or ride as a passenger on a bicycle, nonmotorized scooter, or skateboard upon a street, bikeway, or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates. (Vehicle Code 21212)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CCJ*  
 Informational  
 Action

**AGENDA ITEM:** SECOND READING AND ADOPTION OF REVISED BOARD POLICES AND ADMINISTRATIVE REGULATIONS – 6000 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 and word processing services.

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 Board Policies (BP) and Administrative Regulations (AR) that are being revised:

- BP/AR 6142.2 – Word Language Instruction
- AR 6145.2 – Athletic Competition
- BP/AR 6174 – Education for English Learners
- BP 6179 – Supplemental Instruction

**RECOMMENDATION:**

Approve the second reading and adoption of revised Board Policies and Administrative Regulations – 6000 series.

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**LCAP GOAL AND ACTION/SERVICE:**

N/A

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed: *MW*

Financial Implications?

Yes    No

Are funds for this item available in the 2019-2020 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

**Superintendent's Office Certification:**

*Gina A. Potter*  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

**Revisions to Board Policies/Administrative Regulations**  
**December 2019**  
*6000 Series*

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

**BP/AR 6142.2 - World Language Instruction**

(BP/AR revised)

Policy and regulation retitled to be consistent with terminology used in the Education Code pursuant to **NEW LAW (AB 2319, 2018)**. Policy and regulation updated to reflect **NEW STATE CONTENT STANDARDS** for world language instruction adopted by the State Board of Education in January 2019. Policy also reflects University of California guidance stating that American Sign Language courses may be used to satisfy world language coursework requirements for college admission, and reflects state regulations which require districts to establish a process for receiving and responding to input from parents/guardians and other stakeholders regarding the world language in which instruction will be provided in any program sufficient to produce proficiency in a world language. Regulation also reflects state regulation requiring districts to establish a process for receiving and responding to parent/guardian requests to establish a language acquisition program not currently offered at the school.

**AR 6145.2 - Athletic Competition**

(AR revised)

Regulation updated to reflect **NEW LAW (SB 1109, 2018)** which requires districts to annually provide student athletes and their parents/guardians an opioid fact sheet produced by the Centers for Disease Control and Prevention.

**BP/AR 6174 Education for English Learners**

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2735, 2018)** which prohibits districts from denying English learners the opportunity to enroll in core curricular courses or courses needed for middle school promotion, high school graduation, or college admission. Policy also adds requirement to annually designate a district and site coordinator to oversee administration of the English Language Proficiency Assessments for California (ELPAC). Regulation reflects **NEW STATE REGULATION (Register 2019, No. 1)** which establishes a timeframe for notifying parents/guardians of their child's ELPAC test results when the results are received from the test contractor after the last day of instruction for the school year.

**BP 6179 - Supplemental Instruction**

(BP revised)

Policy updated to reflect current law requiring the provision of remedial instruction to students who are recommended for retention or are identified as being at risk for retention. Policy also deletes reference to federal Title I program improvement which is no longer operational, and clarifies that schools identified for comprehensive or targeted school improvement may, but are not required to, offer supplemental instruction.

# 6000 Series

First Reading of *Revised* Board Policies & Admin. Regulations

- 6142.2
- 6145.2
- 6174
- 6179

**WORLD LANGUAGE INSTRUCTION**

In order to prepare students for global citizenship and to broaden their intercultural understanding and career opportunities, the Governing Board shall provide and develop communicative and cultural proficiency and literacy in one

The Superintendent or designee shall recommend a variety of instructional materials and resources in the district's educational program based on student interest, content, and resources.

For any program designed to provide students with instruction in a language other than English to a degree sufficient to produce proficiency in that language, the Superintendent or designee shall establish a process for schools to receive and respond to inquiries from parents and other stakeholders regarding the non-English language in which instruction is provided. (5 CCR 11300, 11312)

Revised  
Version

If American Sign Language courses are offered, they shall be open to all students regardless of hearing status.

The district shall offer a sequential curriculum aligned with the state content standards, state curriculum framework, and, as applicable, California university admission requirements for languages other than English.

*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*

Instruction in world languages shall be offered to secondary school students beginning no later than grade 7 and shall be designed to develop students' skills in understanding, speaking, reading, and writing the language. (Education Code 51220)

*(cf. 6143 - Courses of Study)*

The district may establish a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. (Education Code 305-306)

The Board shall ensure that students have access to high-quality instructional materials in world languages. In accordance with Board policy, teachers shall be encouraged to identify and use supplemental resources, such as literature, technology, newspapers and other media, dictionaries, and volunteers from the community to enhance the world language instructional program.

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*  
*(cf. 6163.1- Library Media Centers)*

**WORLD LANGUAGE INSTRUCTION** (continued)

The Superintendent or designee shall provide professional development as necessary to ensure that teachers of world languages have the knowledge and skills they need to implement an effective instructional program that helps students attain academic standards, including communicative and cultural proficiency and understanding.

*(cf. 4131 - Staff Development)*

Students shall obtain credit toward high school graduation requirements for completing one year of a world language or American Sign Language course during grades 9-12.

*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.11 - Alternative Credits Toward Graduation)*

The district shall determine appropriate measures to assess student proficiency in world languages offered by district schools. Students who have attained a high level of proficiency may receive recognition for their achievement, including the State Seal of Biliteracy for students graduating from high school.

*(cf. 5126 - Awards for Achievement)*

The Superintendent or designee shall provide periodic reports to the Board regarding the effectiveness of the district's world language program which may include, but not be limited to, whether the district's world language program is serving the grade levels required by law, a description of the district's curriculum and the extent to which it is aligned with the state's content standards and curriculum framework, student achievement of district standards for world language instruction, and student participation rates in each language course. Program evaluation shall be used to identify needed improvements and may be considered in determining the world languages to be taught in the district.

*(cf. 0500 - Accountability)*  
*(cf. 6190 - Evaluation of the Instructional Program)*

*Legal Reference:*

EDUCATION CODE

300-310 *Education for English learners*

42238.02 *Local control funding formula; class size requirements*

44253.1-44253.11 *Qualifications of teachers of English learners*

44256-44257 *Credential requirements, including teachers of world language*

48980 *Parental notifications*

51212 *Legislative intent to encourage world language instruction in grades 1-6*

51220 *Courses of study, grades 7-12*

51225.3 *High school graduation requirements*

51243-51245 *Alternative credits toward graduation for world language instruction in private school*

*Legal Reference continued: (see next page)*

## WORLD LANGUAGE INSTRUCTION (continued)

### *Legal Reference: (continued)*

60119 *Public hearings, instructional materials*  
60605.3 *Content standards for world language instruction*  
60605.5 *Revision of state standards for world language instruction*  
CODE OF REGULATIONS, TITLE 5  
1632 *Alternative credits toward graduation for foreign language instruction in private school*  
11300-11316 *Multilingual and English learner education*

### *Management Resources:*

CSBA PUBLICATIONS  
*Proposition 58 Regulations, Fact Sheet, August 2018*  
*English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018*  
*English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014*  
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
*Multilingual FAQ*  
*World Languages Framework for California Public Schools, Kindergarten Through Grade Twelve*  
*California Spanish Assessment Fact Sheet, March 2019*  
*World Language Standards for California Public Schools, Kindergarten Through Grade Twelve, January 2019*  
*California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2017*  
CENTER FOR APPLIED LINGUISTICS PUBLICATIONS  
*Guiding Principles for Dual Language Education, Second Edition, 2007*  
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS  
*CL-622 Serving English Learners*  
NATIONAL EDUCATION ASSOCIATION PUBLICATIONS  
*21st Century Skills Map: World Languages, January 2011*  
UNIVERSITY OF CALIFORNIA PUBLICATIONS  
*A-G Policy Resource Guide*  
WEB SITES  
CSBA: <http://www.csba.org>  
American Council on the Teaching of Foreign Languages: <http://www.actfl.org>  
California Association for Bilingual Education: <http://www.gocabe.org>  
California Department of Education, World Languages: <http://www.cde.ca.gov/ci/fl>  
California Language Teachers' Association: <http://www.clta.net>  
California World Language Project: <http://www.stanford.edu/group/CFLP>  
Center for Applied Linguistics: <http://www.cal.org>  
National Education Association, Partnership for 21st Century Skills: <http://www.nea.org/home/34888.htm>  
University of California, A-G Policy Resource Guide: <http://www.ucop.edu/agguide>

(3/09 3/17) 7/19

Policy  
Adopted:

**WORLD LANGUAGE INSTRUCTION****Content of Instruction**

The district's instructional program for world languages shall be designed to help students gain knowledge about language systems, develop a cultural understanding, and use that knowledge to communicate. Students shall receive instruction which is aligned with state academic standards appropriate to their age and stage of linguistic and cultural proficiency in the following categories:

1. Communication: Students shall be taught to effectively convey and receive messages by engaging in or interpreting written, spoken, and/or signed languages-, including:
  - a. Language functions, which describe the purposes to which language is used in culturally appropriate real-world communication
  - b. The setting in which the language is used, which includes using language both within and beyond the classroom to interact in local communities and abroad
  - c. The structures used to convey meaning
2. Cultures: Students shall receive instruction that allows them to interact, with competence and understanding, with those who are native to the language in a variety of real-world settings.

*(cf. 6142.94 - History-Social Science Instruction)*

3. Connections: Students shall receive instruction that builds, reinforces, and expands their knowledge of other disciplines using the language to develop critical thinking and problem-solving skills, and to access and evaluate information and diverse perspectives readily or only available through the language and its cultures, in order to function in real-world, academic and career-related settings.

*(cf. 6011 - Academic Standards)*

**Dual-Language Immersion Programs**

The district's dual-language immersion programs may be based on either or both of the following models:

1. A 50:50 model in which instruction is provided in the non-English target language for 50 percent of the time and in English for 50 percent of the time, throughout the duration of the program

**WORLD LANGUAGE INSTRUCTION** (continued)

2. A 90:10 model in which instruction is provided in the non-English target language for 90 percent of the time and in English for 10 percent of the time during the first year of the program, decreasing the percentage of time in the non-English language in each subsequent year until there is a 50:50 balance of languages

*(cf. 6174 - Education for English Learners)*

Native English speakers shall generally be admitted into the program only during the first grade level at which the program is offered, and English learners during the first or second grade level at which the program is offered. Bilingual students may enter the program at any time. On a case-by-case basis, the Superintendent or designee may admit a student later in the program if it is determined that the student is adequately prepared for and will benefit from the program.

In enrolling students for the program, the district shall strive to maintain a ratio of half native English speakers and half English learners, and such ratio shall not fall below one-third for either language group except under exceptional circumstances.

Any dual-language immersion program offered in grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

*(cf. 6151 - Class Size)*

Whenever one or more English learners are enrolled in a dual-language immersion classroom, the class shall be taught by a teacher who possesses the appropriate authorization issued by the Commission on Teacher Credentialing.

*(cf. 4112.22 - Staff Teaching English Learners)*

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the district's dual-language immersion program and other language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

*(cf. 5145.6 - Parental Notifications)*

If a school does not currently offer a dual-language immersion program but the parents/guardians of 30 or more students at the school, or 20 or more students at the same grade level, request the establishment of such a program, the district shall determine whether it is possible to offer such a program in accordance with 5 CCR 11311.

(3/09 3/17) 7/19

Regulation  
Adopted:

**SAN YSIDRO SCHOOL DISTRICT**  
San Ysidro, California **13:10**

**Page 8 of 59**

**ATHLETIC COMPETITION**

**Nondiscrimination and Equivalent Opportunities in the Athletic Program**

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of any actual or perceived characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with the student's gender identity, irrespective of the gender listed on the student's records, for which the student is otherwise eligible to participate. (Education Code 221.5)

*(cf. 5125 - Student Records)*

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments
- b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

**ATHLETIC COMPETITION** (continued)

- c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program
- 2. The provision and maintenance of equipment and supplies
- 3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
- 4. Travel and per diem allowances
- 5. Opportunities to receive coaching and academic tutoring
- 6. Assignment and compensation of coaches and tutors
- 7. Provision of locker rooms, practice facilities, and competitive facilities
- 8. Provision of medical and training facilities and services
- 9. Provision of housing and dining facilities and services
- 10. Publicity
- 11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

- 1. The total enrollment of the school, classified by gender
- 2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
- 3. The number of boys' and girls' teams, classified by sport and by competition level

*(cf. 1113 - District and School Web Sites)*

**ATHLETIC COMPETITION** (continued)

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

*(cf. 3580 - District Records)*

**Concussions and Head Injuries**

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student initiates practice or competition. (Education Code 49475)

*(cf. 5145.6 - Parental Notifications)*

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the student sustained a concussion or a head injury, the student shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, *full-contact practice* means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

**Heat Illness**

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

**ATHLETIC COMPETITION** (continued)

To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water available during all athletic activities, and alter practice plans in extreme environmental conditions.

**Sudden Cardiac Arrest**

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by CIF, the student and parent/guardian shall, prior to the student's participation in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, the student may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until the student is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

**Automated External Defibrillators**

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

*(cf. 5141 - Health Care and Emergencies)*

**ATHLETIC COMPETITION** (continued)

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

**Additional Notifications**

Before students participate in practice or competition as part of interscholastic athletic activities, the Superintendent or designee shall, in addition to providing the students and their parents/guardians with the notices described above, send a notice to the students and their parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

*(cf. 1312.3 - Uniform Complaint Procedures)*

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

*(cf. 3530 - Risk Management/Insurance)*

4. Provides information about insurance protection pursuant to Education Code 32221.5

*(cf. 5143 - Insurance)*

5. Requests parental permission for the student to participate in the program and, if appropriate, to be transported by the district to and from competitions

*(cf. 3541.1 - Transportation for School-Related Trips)*

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

7. Includes a copy of the local CIF league rules

**ATHLETIC COMPETITION** (continued)

8. Includes information about the CIF bylaw and district policy requiring any student athlete and the student's parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, and will not use prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

*(cf. 5131.63 - Steroids)*

9. Includes the opioid fact sheet published by the Centers for Disease Control and Prevention in accordance with Education Code 49476. The district shall provide this fact sheet annually to each student athlete and shall require the student and the student's parent/guardian to sign a document acknowledging receipt of the fact sheet.

(5/17 10/18) 7/19

**EDUCATION FOR ENGLISH LEARNERS**

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

*(cf. 6011 - Academic Standards)*

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6171 - Title I Programs)*

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history-social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

However, an English learner may be denied participation in any such course if the student has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, and the course of study provided to the student is designed to remedy academic deficits incurred during participation and to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. A full course load of courses specified in item #1 above
3. Other courses that meet the "a-g" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

*(cf. 0415 - Equity)*

*(cf. 6141.4 - International Baccalaureate Program)*

*(cf. 6141.5 - Advanced Placement)*

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

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

*(cf. 3100 - Budget)*

**EDUCATION FOR ENGLISH LEARNERS** (continued)

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development adult literacy training program for parents/guardians and community members so that they may better support students' English language development.

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 6020 - Parent Involvement)*

**Staff Qualifications and Training**

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

*(cf. 4112.22 - Staff Teaching English Learners)*

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

**Identification and Assessment**

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency using the state's English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

**EDUCATION FOR ENGLISH LEARNERS** (continued)

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

*(cf. 6162.51 - State Academic Achievement Tests)*

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

*(cf. 6162.5 - Student Assessment)*

**Language Acquisition Programs**

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding

*(cf. 6142.2 - World Language Instruction)*

**EDUCATION FOR ENGLISH LEARNERS** (continued)

2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

*(cf. 6151 - Class Size)*

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

*(cf. 5145.6 - Parental Notifications)*

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

**Reclassification**

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

**EDUCATION FOR ENGLISH LEARNERS** (continued)

**Program Evaluation**

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

*Legal Reference: (see next page)*

**EDUCATION FOR ENGLISH LEARNERS** (continued)*Legal Reference:*EDUCATION CODE

300-340 *English language education, especially:*  
 305-310 *Language acquisition programs*  
 313-313.5 *Assessment of English proficiency*  
 430-446 *English Learner and Immigrant Pupil Federal Conformity Act*  
 33050 *State Board of Education waiver authority*  
 42238.02-42238.03 *Local control funding formula*  
 44253.1-44253.11 *Qualifications for teaching English learners*  
 48980 *Parental notifications*  
 48985 *Notices to parents in language other than English*  
 52052 *Accountability; numerically significant student subgroups*  
 52060-52077 *Local control and accountability plan*  
 52160-52178 *Bilingual Bicultural Act*  
 56305 *CDE manual on English learners with disabilities*  
 60603 *Definition, recently arrived English learner*  
 60640 *California Assessment of Student Performance and Progress*  
 60811-60812 *Assessment of English language development*  
 62002.5 *Continuation of advisory committee after program sunsets*  
CODE OF REGULATIONS, TITLE 5  
 854.1-854.3 *CAASPP and universal tools, designated supports, and accommodations*  
 854.9 *CASSPP and unlisted resources for students with disabilities*  
 11300-11316 *English learner education*  
 11517.6-11519.5 *English Language Proficiency Assessments for California*  
UNITED STATES CODE, TITLE 20  
 1412 *Individuals with Disabilities Education Act; state eligibility*  
 1701-1705 *Equal Educational Opportunities Act*  
 6311 *Title I state plan*  
 6312 *Title I local education agency plans*  
 6801-7014 *Title III, language instruction for English learners and immigrant students*  
 7801 *Definitions*  
CODE OF FEDERAL REGULATIONS, TITLE 34  
 100.3 *Discrimination prohibited*  
 200.16 *Assessment of English learners*  
COURT DECISIONS  
*Valeria O. v. Davis, (2002) 307 F.3d 1036*  
*California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141*  
*McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196*  
*Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698*  
ATTORNEY GENERAL OPINIONS  
*83 Ops.Cal.Atty.Gen. 40 (2000)*

*Management Resources:*CSBA PUBLICATIONS

*English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018*  
*English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017*  
CSBA PUBLICATIONS (continued)  
*English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's*

*Management Resources continued: (see next page)*

**EDUCATION FOR ENGLISH LEARNERS (continued)***Management Resources: (continued)*

English Learners, Governance Brief, rev. September 2016

English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

California Practitioners' Guide for Educating English Learners with Disabilities, 2019

California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018

Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017

Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015

English Language Arts/English Language Development Framework for California Public Schools:

Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

**THE EDUCATION TRUST- WEST PUBLICATIONS**

Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018

Unlocking Learning: Science as a Lever for English Learner Equity, January 2017

**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

**WEB SITES**

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

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education: <http://www.cde.ca.gov/sp/el>

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

The Education Trust-West: <https://west.edtrust.org>

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

(3/17 7/18) 7/19

Policy  
Adopted:

**SAN YSIDRO SCHOOL DISTRICT**  
San Ysidro, California 92080  
**Page 21 of 59**

**EDUCATION FOR ENGLISH LEARNERS****Definitions**

*English learner* means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

*Designated English language development* means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

*Integrated English language development* means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

*Native speaker of English* means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication. (Education Code 306)

**Identification and Assessments**

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). (Education Code 313, 52164.1; 5 CCR 11518.5)

**EDUCATION FOR ENGLISH LEARNERS** (continued)

Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.35.

*(cf. 6159 - Individualized Education Program)*  
*(cf. 6162.51 - State Academic Achievement Tests)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

The Superintendent or designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)

*(cf. 5145.6 - Parental Notifications)*

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
  - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
  - b. The manner in which the program will meet the educational strengths and needs of the student

**EDUCATION FOR ENGLISH LEARNERS** (continued)

- c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation
  - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
  - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
  5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
  6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
  7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

**Language Acquisition Programs**

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.
2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the

**EDUCATION FOR ENGLISH LEARNERS** (continued)

district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.

3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:
  - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
  - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals
  - c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
  - d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development

**EDUCATION FOR ENGLISH LEARNERS** (continued)

4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

**Reclassification/Redesignation**

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The procedures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student

**EDUCATION FOR ENGLISH LEARNERS** (continued)

3. Parent/guardian involvement, including:
  - a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate
  - b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process
4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether any additional academic support is needed.

**Advisory Committee**

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census

**EDUCATION FOR ENGLISH LEARNERS (continued)**

6. Review of and comment on the district's reclassification procedures

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

**LCAP Advisory Committee**

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

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

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

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Regulation  
Adopted:

**SUPPLEMENTAL INSTRUCTION**

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 5113.1 - Chronic Absence and Truancy)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*  
*(cf. 6164.5 - Student Success Teams)*

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 6111 - School Calendar)*  
*(cf. 6112 - School Day)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6176 - Weekend/Saturday Classes)*  
*(cf. 6177 - Summer Learning Programs)*

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

When determined to be necessary by the principal or designee and when written parent/guardian consent is obtained for the student's participation, a student may be required to participate in supplemental instruction outside the regular school day.

Supplemental instruction shall be offered to students who are recommended for retention, or are identified as being at risk for retention, at their current grade level. (Education Code 48070.5)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 5123 - Promotion/Acceleration/Retention)*  
*(cf. 6162.51 - State Academic Achievement Tests)*

## SUPPLEMENTAL INSTRUCTION

In addition, supplemental instruction may be offered to:

1. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

*(cf. 6142.6 - Visual and Performing Arts Education)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6142.94 - History-Social Science Instruction)*

### *Legal Reference:*

#### EDUCATION CODE

37200-37202 School calendar

37223 Weekend classes

42238.01 42238.5 Local control funding formula

46100 Length of school day

48070-48070.6 Promotion and retention

48200 Compulsory education

48985 Translation of notices

51210-51212 Courses of study, elementary schools

51220-51228 Courses of study, secondary schools

52060-52077 Local control and accountability plan

60603 Definitions, core curriculum areas

60640-60649 California Assessment of Student Performance and Progress

#### CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

#### UNITED STATES CODE, TITLE 20

6311 State plan

### *Management Resources:*

#### WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

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

(12/15 7/16) 7/19

Policy  
Adopted:

# 6000 Series

***Current Versions*** of Board Policies & Admin. Regulations

- 6142.2
- 6145.2
- 6174
- 6179

**WORLD/FOREIGN LANGUAGE INSTRUCTION**

In order to prepare students for global citizenship and to broaden their international understanding and career opportunities, the Board of Education shall provide students with opportunities to develop linguistic proficiency and cultural literacy in world languages in addition to English.

The Superintendent or designee shall recommend world language instruction for the district's educational program based on student interest, community resources. He/she shall also consider providing English learners with their heritage language, when such a course is available, in order to enhance their skills in that language.

Current Version  
B.A. 07/11/19

*(cf. 6174 - Education for English Learners)*

The district shall offer a sequential curriculum aligned with the state content standards, state curriculum framework and, as applicable.

*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*

The district may establish a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. (Education Code 305-306)

The Board shall ensure that students have access to high-quality instructional materials in world languages. In accordance with Board policy, teachers shall be encouraged to identify and use supplemental resources, such as literature, technology, newspapers and other media, dictionaries, and volunteers from the community to enhance the world language instructional program.

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*  
*(cf. 6163.1- Library Media Centers)*

The Superintendent or designee shall provide professional development as necessary to ensure that teachers of world languages have the knowledge and skills they need to implement an effective instructional program that helps students attain academic standards.

*(cf. 4131 - Staff Development)*

The Superintendent or designee shall provide periodic reports to the Board regarding the effectiveness of the district's world language program which may include, but not be limited to, a description of the district's curriculum and the extent to which it is aligned with the

**WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)**

state's content standards and curriculum framework, student achievement of district standards for world language instruction, and student participation rates in each language course. Program evaluation shall be used to identify needed improvements and may be considered in determining the world languages to be taught in the district.

*(cf. 0500 - Accountability)*

*(cf. 6190 - Evaluation of the Instructional Program)*

*Legal Reference:*

EDUCATION CODE

*300-310 Education for English learners*

*42238.02 Local control funding formula; class size requirements*

*44253.1-44253.11 Qualifications of teachers of English learners*

*44256-44257 Credential requirements, including teachers of foreign language*

*48980 Parental notifications*

*51212 Legislative intent to encourage foreign language instruction in grades 1-6*

*51220 Courses of study, grades 7-12*

*51225.3 High school graduation requirements*

*51243-51245 Alternative credits toward graduation for foreign language instruction in private school*

*60119 Public hearings, instructional materials*

*60605.3 Content standards for world language instruction*

*60605.5 Revision of state standards for world language instruction*

CODE OF REGULATIONS, TITLE 5

*1632 Alternative credits toward graduation for foreign language instruction in private school*

*Management Resources: (see next page)*

**WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)**

*Management Resources:*

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

*English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Two-Way Language Immersion Program FAQ*

*World Language Content Standards for California Public Schools, Kindergarten Through Grade Twelve, adopted January 7, 2009*

*Foreign Language Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003*

CENTER FOR APPLIED LINGUISTICS PUBLICATIONS

*Guiding Principles for Dual Language Education, Second Edition, 2007*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

*CL-622 Serving English Learners*

UNIVERSITY OF CALIFORNIA PUBLICATIONS

*A-G Guide*

WEB SITES

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

*American Council on the Teaching of Foreign Languages: <http://www.actfl.org>*

*California Association for Bilingual Education: <http://www.gocabe.org>*

*California Department of Education, Foreign Language: <http://www.cde.ca.gov/ci/fl>*

*California Foreign Language Project: <http://www.stanford.edu/group/CFLP>*

*California Language Teachers' Association: <http://www.clta.net>*

*Center for Applied Linguistics: <http://www.cal.org>*

*University of California, a-g Course Approval: <http://www.ucop.edu/agguide>*

**WORLD/FOREIGN LANGUAGE INSTRUCTION**

**Content of Instruction**

The district's instructional program for world languages shall be designed to help students gain knowledge about new language systems and use that knowledge to communicate. Students shall receive instruction which is aligned with state academic standards appropriate to their age and stage of linguistic and cultural proficiency in the following categories:

1. Content: Students shall be presented with a wide variety of content that is age and stage appropriate and increases in complexity.

*(cf. 6011 - Academic Standards)*

2. Communication: Students shall be taught to effectively convey and receive messages by engaging in or interpreting written, spoken, and/or signed languages.

3. Cultures: Students shall receive instruction that allows them to make connections and comparisons between language and culture.

*(cf. 6142.94 - History/Social Science Instruction)*

4. Structures: The curriculum shall address components of grammar, syntax, and language patterns appropriate to the language being taught.

5. Settings: To help students comprehend meaning and use language that is culturally appropriate, students shall develop knowledge of the context or setting in which language is used, such as common daily settings, interpersonal settings, and informal and formal settings.

**Dual-Language Immersion Programs**

The district's dual-language immersion programs may be based on either or both of the following models:

1. A 50:50 model in which instruction is provided in the non-English target language for 50 percent of the time and in English for 50 percent of the time, throughout the duration of the program
2. A 10:90 model in which instruction is provided in English target language for 90 percent of the time and in Non-English language for 10 percent of the time.

*(cf. 6174 - Education for English Learners)*

**WORLD/FOREIGN LANGUAGE INSTRUCTION** (continued)

Any dual-language immersion program offered in grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

*(cf. 6151 - Class Size)*

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the district's dual-language immersion program and other language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

*(cf. 5145.6 - Parental Notifications)*

Whenever one or more English learners are enrolled in a dual-language immersion classroom, the class shall be taught by a teacher who possesses the appropriate authorization issued by the Commission on Teacher Credentialing.

*(cf. 4112.22 - Staff Teaching English Learners)*

**ATHLETIC COMPETITION**

**Nondiscrimination and Equivalent Opportunities in the Athletic Program**

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of any actual or perceived characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

*(cf. 5125 - Student Records)*

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments
- b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

**ATHLETIC COMPETITION** (continued)

- c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program
- 2. The provision and maintenance of equipment and supplies
- 3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
- 4. Opportunities to receive coaching and academic tutoring
- 5. Assignment and compensation of coaches and tutors
- 6. Provision of practice facilities
- 7. Publicity

**Concussions and Head Injuries**

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student initiates practice or competition. (Education Code 49475)

*(cf. 5145.6 - Parental Notifications)*

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

**Heat Illness**

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

**ATHLETIC COMPETITION** (continued)

To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water available during all athletic activities, and alter practice plans in extreme environmental conditions.

**Sudden Cardiac Arrest**

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following his/her participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, he/she may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until he/she is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

**Automated External Defibrillators**

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

*(cf. 5141 - Health Care and Emergencies)*

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

**Additional Parental Notifications**

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall, in addition to providing his/her parents/guardians with information on the signs and symptoms of concussions and sudden cardiac arrest as described above, send a notice to the student's parents/guardians which:

**ATHLETIC COMPETITION** (continued)

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

*(cf. 1312.3 - Uniform Complaint Procedures)*

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

*(cf. 3530 - Risk Management/Insurance)*

4. Provides information about insurance protection pursuant to Education Code 32221.5

*(cf. 5143 - Insurance)*

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

*(cf. 3541.1 - Transportation for School-Related Trips)*

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

**ATHLETIC COMPETITION**

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

Any complaint alleging discrimination in the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

**Student Eligibility**

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.

*(cf. 3260 - Fees and Charges)*  
*(cf. 5143 - Insurance)*

**Sportsmanship**

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship.

Students and staff shall be subject to disciplinary action for improper conduct.

*(cf. 3515.2 - Disruptions)*  
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 5131 - Conduct)*  
*(cf. 5131.1 - Bus Conduct)*  
*(cf. 5131.4 - Student Disturbances)*  
*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))*

**ATHLETIC COMPETITION** (continued)

**Health and Safety**

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

In the event of a serious injury or a perceived imminent risk to a student's health during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from the activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*

*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

*(cf. 5141.22 - Infectious Diseases)*

Whenever a serious injury or illness is suffered by a student athlete, the Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury or illness suffered by the student and any actions taken to treat the student.

*Legal Reference: (see next page)*

**ATHLETIC COMPETITION** (continued)*Legal Reference:*EDUCATION CODE*200-262.4 Prohibition of discrimination**17578 Cleaning and sterilizing of football equipment**17580-17581 Football equipment**32220-32224 Insurance for athletic teams, especially:**32221.5 Required insurance for athletic activities**33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program**33354 California Department of Education authority over interscholastic athletics**33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act**35160.5 District policies; rules and regulations**35179 Interscholastic athletics**35179.1 California High School Coaching Education and Training Program**35179.4 Emergency action plan**35179.5 Interscholastic athletics; limitation on full-contact practices**35179.6 Automated external defibrillator, athletic activities**48850 Interscholastic athletics; students in foster care and homeless students**48900 Grounds for suspension and expulsion**48930-48938 Student organizations**49010-49013 Student fees**49020-49023 Athletic programs; legislative intent, equal opportunity**49030-49034 Performance-enhancing substances**49458 Health examinations, interscholastic athletic program**49475 Health and safety, concussions and head injuries**49700-49701 Education of children of military families**51242 Exemption from physical education for high school students in interscholastic athletic program*HEALTH AND SAFETY CODE*1797.196 Automated external defibrillator*PENAL CODE*245.6 Hazing*CODE OF REGULATIONS, TITLE 5*4900-4965 Nondiscrimination in elementary and secondary education programs, especially:**4920-4922 Nondiscrimination in intramural, interscholastic, and club activities**5531 Supervision of extracurricular activities of students**5590-5596 Employment of noncertificated coaches*UNITED STATES CODE, TITLE 20*1681-1688 Discrimination based on sex or blindness, Title IX*CODE OF FEDERAL REGULATIONS, TITLE 34*106.31 Nondiscrimination on the basis of sex in education programs or activities**106.33 Comparable facilities**106.41 Nondiscrimination in athletic programs*COURT DECISIONS*Mansourian v. Regents of University of California, (2010) 602 F. 3d 957**McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275**Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990**Hartzell v. Connell, (1984) 35 Cal. 3d 899*

## ATHLETIC COMPETITION (continued)

### *Management Resources:*

#### CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

#### CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

Athletic Department Emergency Action Plan: Response Teams

California Interscholastic Federation Constitution and Bylaws

A Guide to Equity in Athletics

Guidelines for Gender Identity Participation

Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

Event Emergency Guidelines, 2013

Pursuing Victory with Honor, 1999

#### CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Heads Up: Concussion in High School Sports, Tool Kit, June 2010

Heads Up: Concussion in Youth Sports, Tool Kit, July 2007

Acute Concussion Evaluation (ACE) Care Plan, 2006

#### NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS PUBLICATIONS

Emergency Action Planning Guide for After-School Practices and Events

#### U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Withdrawal of Dear Colleague Letter on Transgender Students, Dear Colleague Letter, February 22, 2017

Intercollegiate Athletics Policy Clarification: The Three-Part Test - Part Three, Dear Colleague Letter, April 20, 2010

#### WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

California Interscholastic Federation: <http://www.cifstate.org>

Centers for Disease Control and Prevention, Concussion Resources: <http://www.cdc.gov/concussion>

National Federation of State High School Associations: <http://www.nfhs.org>

National Operating Committee on Standards for Athletic Equipment: <http://www.nocsae.org>

U.S. Anti-Doping Agency: <http://www.usada.org>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

**EDUCATION FOR ENGLISH LEARNERS**

The Board of Education intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3100 - Budget)*

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 6020 - Parent Involvement)*

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level, integrated across all subject areas, and aligned with the state content standards. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and provide students with access to the full educational program.

*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*  
*(cf. 6171 - Title I Programs)*

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

*(cf. 4112.22 - Staff Teaching English Learners)*

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

**EDUCATION FOR ENGLISH LEARNERS** (continued)

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**Identification and Assessment**

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

*(cf. 6162.51 - State Academic Achievement Tests)*

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

*(cf. 6162.5 - Student Assessment)*

**Language Acquisition Programs**

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

**EDUCATION FOR ENGLISH LEARNERS** (continued)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. The district may offer a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

*(cf. 6142.2 - World/Foreign Language Instruction)*

2. The district may offer a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

*(cf. 6151 - Class Size)*

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

*(cf. 5145.6 - Parental Notifications)*

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by **13.10**

**EDUCATION FOR ENGLISH LEARNERS** (continued)

parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

**Reclassification**

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

**Program Evaluation**

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

**EDUCATION FOR ENGLISH LEARNERS (continued)***Legal Reference:*EDUCATION CODE

300-340 English language education, especially:  
 305-310 Language acquisition programs  
 313-313.5 Assessment of English proficiency  
 430-446 English Learner and Immigrant Pupil Federal Conformity Act  
 33050 State Board of Education waiver authority  
 42238.02-42238.03 Local control funding formula  
 44253.1-44253.11 Qualifications for teaching English learners  
 48980 Parental notifications  
 48985 Notices to parents in language other than English  
 52052 Numerically significant student subgroups  
 52060-52077 Local control and accountability plan  
 52160-52178 Bilingual Bicultural Act  
 56305 CDE manual on English learners with disabilities  
 60603 Definition, recently arrived English learner  
 60640 California Assessment of Student Performance and Progress  
 60810-60812 Assessment of language development  
 62002.5 Continuation of advisory committee after program sunsets  
CODE OF REGULATIONS, TITLE 5  
 854.1-854.3 CAASPP and universal tools, designated supports, and accommodations  
 854.9 CASSPP and unlisted resources for students with disabilities  
 11300-11316 English learner education  
 11510-11517.5 California English Language Development Test  
 11517.6-11519.5 English Language Proficiency Assessments for California  
UNITED STATES CODE, TITLE 20  
 1412 Individuals with Disabilities Education Act; state eligibility  
 1701-1705 Equal Educational Opportunities Act  
 6311 Title I state plan  
 6312 Title I local education agency plans  
 6801-7014 Title III, language instruction for English learners and immigrant students  
 7801 Definitions  
CODE OF FEDERAL REGULATIONS, TITLE 34  
 100.3 Discrimination prohibited  
 200.16 Assessment of English learners  
COURT DECISIONS  
*Valeria O. v. Davis*, (2002) 307 F.3d 1036  
*California Teachers Association v. State Board of Education et al.*, (9th Circuit, 2001) 271 F.3d 1141  
*McLaughlin v. State Board of Education*, (1999) 75 Cal.App.4th 196  
*Teresa P. et al v. Berkeley Unified School District et al*, (1989) 724 F.Supp. 698  
ATTORNEY GENERAL OPINIONS  
 83 *Ops.Cal.Atty.Gen.* 40 (2000)

*Management Resources: (see next page)*

**EDUCATION FOR ENGLISH LEARNERS (continued)***Management Resources:*CSBA PUBLICATIONS

English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018

English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016

English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018

Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017

Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

THE EDUCATION TRUST- WEST PUBLICATIONS

Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018

Unlocking Learning: Science as a Lever for English Learner Equity, January 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

WEB SITES

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

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education: <http://www.cde.ca.gov/sp/el>

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

The Education Trust-West: <https://west.edtrust.org>

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

**EDUCATION FOR ENGLISH LEARNERS****Definitions**

*English learner* means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

*Designated English language development* means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

*Integrated English language development* means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

*Native speaker of English* means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

**Identification and Assessments**

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

**EDUCATION FOR ENGLISH LEARNERS** (continued)

The ELPAC shall be administered in accordance with test publisher instructions and 5 CCR 11518.5-11518.20. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11518.30-11518.35.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11518.25-11518.35; 20 USC 1412)

*(cf. 6159 - Individualized Education Program)*  
*(cf. 6162.51 - State Academic Achievement Tests)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

The Superintendent or designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

*(cf. 5145.6 - Parental Notifications)*

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
  - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction

**EDUCATION FOR ENGLISH LEARNERS (continued)**

- b. The manner in which the program will meet the educational strengths and needs of the student
  - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
  - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
  - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
  5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
  6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
  7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

**Language Acquisition Programs**

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.

**EDUCATION FOR ENGLISH LEARNERS** (continued)

2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.
3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:
  - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
  - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals
  - c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
  - d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion

**EDUCATION FOR ENGLISH LEARNERS** (continued)

2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

**Reclassification/Redesignation**

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

**EDUCATION FOR ENGLISH LEARNERS** (continued)

The measures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support.

**Advisory Committee**

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Board of Education on at least the following tasks: (5 CCR 11308)

1. The development of a plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners

**EDUCATION FOR ENGLISH LEARNERS (continued)**

4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

**LCAP Advisory Committee**

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

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

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

**SUPPLEMENTAL INSTRUCTION**

The Board of Education recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

- (cf. 0460 - Local Control and Accountability Plan)*
- (cf. 5113.1 - Chronic Absence and Truancy)*
- (cf. 5147 - Dropout Prevention)*
- (cf. 6011 - Academic Standards)*
- (cf. 6146.1 - High School Graduation Requirements)*
- (cf. 6146.5 - Elementary/Middle School Graduation Requirements)*
- (cf. 6164.5 - Student Success Teams)*

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

- (cf. 5148.2 - Before/After School Programs)*
- (cf. 6111 - School Calendar)*
- (cf. 6112 - School Day)*
- (cf. 6142.7 - Physical Education and Activity)*
- (cf. 6176 - Weekend/Saturday Classes)*
- (cf. 6177 - Summer Learning Programs)*

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.

Supplemental instruction shall be offered to students in grades 2-8 who have been retained or recommended for retention at their current grade level. (Education Code 37252.2, 48070.5)

- (cf. 5123 - Promotion/Acceleration/Retention)*

The district shall offer alternative supports designed to increase the academic achievement of socioeconomically disadvantaged students attending schools identified by the California Department of Education for program improvement for two or more consecutive years.

- (cf. 0520.2 - Title I Program Improvement Schools)*
- (cf. 0520.3 - Title I Program Improvement Districts)*

*Legal Reference: (see next page)*

**SUPPLEMENTAL INSTRUCTION (continued)**

*Legal Reference:*

EDUCATION CODE

37200-37202 *School calendar*

37223 *Weekend classes*

37252-37254.1 *Supplemental instruction, summer school*

42238.01-42238.07 *Local control funding formula*

46100 *Length of school day*

48070-48070.5 *Promotion and retention*

48200 *Compulsory education*

48985 *Translation of notices*

51210-51212 *Courses of study, elementary schools*

51220-51228 *Courses of study, secondary schools*

52060-52077 *Local control and accountability plan*

60603 *Definitions, core curriculum areas*

60640-60649 *California Assessment of Student Performance and Progress*

CODE OF REGULATIONS, TITLE 5

11470-11472 *Summer school*

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016*

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** SECOND READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION – 7000 SERIES

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**BACKGROUND INFORMATION:**

The 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 and word processing services.

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.

The following Board Policies and Administrative Regulations in the 7000 series has been updated:

- BP/AR 7140

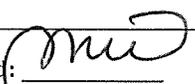
**RECOMMENDATION:**

Approve second reading and adoption of revised Board Policy and Administrative Regulation - 7000 series (Facilities).

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2019-2020 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

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

## **POLICY GUIDE SHEET REVISIONS**

### **FACILITIES**

#### **BP/AR 7140 - Architectural and Engineering Services**

(BP/AR revised 10/19)

Policy updated to clarify the district's responsibility to select a licensed architect and/or structural engineer as required by law when professional design services are used for construction or modernization of school facilities and to address the need to comply with state safety and design standards. Policy adds the general duties of the architect and/or structural engineer and the circumstances under which design specifications must be submitted to CDE and the Division of the State Architect. Regulation updates the components of the selection process to more directly reflect law and adds the district's authority, if negotiations with the most qualified firm are unsuccessful, to negotiate a contract with the second most qualified firm and then the third most qualified firm. Regulation also includes the option to award a contract to a single entity for both the design and construction of a school facility in excess of \$1 million ("design build" contract).

**ARCHITECTURAL AND ENGINEERING SERVICES**

Pursuant to Education Code 17266, when professional design services are used for construction or modernization of school facilities, districts are responsible for the selection of a licensed architect and/or structural engineer for necessary structural engineering and supervision of construction. Article 22 of the California Constitution allows districts to contract with qualified private entities for architectural and engineering services for all public works projects. Sample contracts are available from the American Institute of Architects, California Council.

Pursuant to Education Code 17262, the district may purchase sets of plans and specifications provided by the State Allocation Board (SAB) for use in constructing a school building of the type desired by the district.

The Governing Board desires to provide school facilities that support the educational program and meet all applicable safety and design standards. When required by law, the Board shall employ or contract with a licensed and certified architect and/or structural engineer to design and supervise the construction of district schools and other facilities.

*(cf. 7110 - Facilities Master Plan)*

The architect and/or structural engineer shall be responsible for preparing all construction plans, specifications, and estimates and for the observation of the work of construction. (Education Code 17302)

Education Code 17070.50 requires the California Department of Education (CDE) to review and approve plans and specifications for new construction and modernization of school facility projects funded by SAB. During this review, CDE's School Facilities Planning Division verifies project consistency with the design standards specified in Title 5 of the Code of Regulations. Pursuant to CDE forms SFPD 4.07, Plan Submission Requirements for New Construction, and SFPD 4.08, Plan Submission Requirements for Modernization Projects, facilities projects subject to this review include those funded through the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30) and projects that receive state funding for overcrowding relief, critically overcrowded schools, career technical education facilities, joint use facilities, or modernization funding. Board-approved educational specifications must be submitted when the project involves construction of a new school or demolition and rebuilding of 50 percent or more of the existing school's square footage.

Construction plans for school facility projects that are not funded by SAB are not required to be submitted to CDE for review and approval. However, locally funded projects must still comply with Title 5 design standards. Pursuant to Education Code 17251, a district may request that CDE, at district expense, review plans and specifications for locally funded school facility projects.

Pursuant to Education Code 17267, all plans and specifications for school construction projects must also be filed with the Department of General Services, Division of the State Architect (DSA) to ensure compliance with Title 24 of the Code of Regulations. See DSA's web site for information regarding this process.

To ensure compliance with state design and safety standards, preliminary and final plans for any state-funded school facility project, including Board-approved educational specifications for school design when necessary, shall be submitted to the California Department of Education and the Department of General Services, Division of the State Architect. (Education Code 17267; 5 CCR 14030-14032)

**ARCHITECTURAL AND ENGINEERING SERVICES (continued)**

Education Code 17070.50 prohibits SAB from apportioning state facilities funds unless the district has certified that the services of an architect, a structural engineer, or other design professional has been selected using a "competitive process" consistent with Government Code 4525-4529.5. Government Code 4526 requires that the competitive process must be based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. See the accompanying administrative regulation.

The Superintendent or designee shall devise a competitive process for the selection of architects, structural engineers, and other design professionals that is based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. For each project, the Superintendent or designee shall recommend architectural and engineering firms to the Board for approval. The Board shall pay fair and reasonable amounts warranted by the provider's qualifications and competence. The Board need not select the lowest responsible bidder.

*(cf. 3311 - Bids)*

*(cf. 3311.3 - Design-Build Contracts)*

*Legal Reference:*

EDUCATION CODE

*17070.10-17079.30 Leroy F. Greene School Facilities Act, especially:*

*17070.50 Conditions for apportionment*

*17250.10-17250.55 Design-build contracts*

*17251 School construction; duties of the California Department of Education*

*17262-17268 School construction plans*

*17280-17316 Approvals, especially:*

*17302 Persons qualified to prepare plans, specifications and estimates and supervise construction*

*17316 Contract provision regarding school district property*

*17371 Limitation on liability of governing board*

BUSINESS AND PROFESSIONS CODE

*5500-5502 Architecture*

*5550-5558 Architects, licensure*

*6700-6706.3 Engineers*

*6750-6766 Engineers, licensure*

GOVERNMENT CODE

*4525-4529.5 Contracts with private architects, engineering, land surveying, and construction project management firms*

*14837 Definition of small business*

*87100 Public officials; financial interest*

PUBLIC CONTRACT CODE

*20111 School district contracts*

CODE OF REGULATIONS, TITLE 5

*14001 Minimum standards for school facilities*

*14030-14036 Standards, planning, and approval of school facilities*

CODE OF REGULATIONS, TITLE 24

*101 et seq. California Building Standards Code*

CALIFORNIA CONSTITUTION

*Article 22 Architectural and engineering services*

**ARCHITECTURAL AND ENGINEERING SERVICES (continued)**

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Plan Submission Requirements for Modernization Projects, Form SFPD 4.08

Plan Submission Requirements for New Construction, Form SFPD 4.07

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

School Facility Program Handbook, January 2019

WEB SITES

American Institute of Architects California Council: <https://aiacalifornia.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>

Department of General Services, Division of the State Architect: <https://www.dgs.ca.gov/DSA>

Department of General Services, Office of Public School Construction: <https://www.dgs.ca.gov/OPSC>

(10/96 2/99) 10/19

Policy  
Adopted:

**SAN YSIDRO SCHOOL DISTRICT**  
San Ysidro, California

**13.11**

**Page 5 of 7**

**ARCHITECTURAL AND ENGINEERING SERVICES**

When applying for state facilities funding, the district will be required to certify that any professional design services used for the project were selected using a qualification-based selection process. The Office of Public School Construction, in its School Facility Handbook, advises districts to consult with legal counsel to ensure that its process for selecting architects or structural engineers is a qualification-based selection process and complies with all other legal requirements, including the Public Contract Code and requirements for disabled veterans business enterprises.

Contractors for any architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be selected, at fair and reasonable prices, on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. (Government Code 4526)

The Superintendent or designee shall ensure that the selection process for projects receiving state funding: (Government Code 4526)

1. Assures maximum participation by small business firms as defined pursuant to Government Code 14837
2. Prohibits practices which might result in unlawful activity such as rebates, kickbacks, or other unlawful consideration
3. Prohibits district employees from participating in the selection process when they have a relationship with a person or business entity seeking a contract which would subject the employee to the prohibition of Government Code 87100

*(cf. 9270 - Conflict of Interest)*

The selection process may also include: (Government Code 4527)

1. Evaluation of current statements of qualifications and performance data on file with the district and evaluation of statements that may be submitted by other firms regarding the proposed project

**ARCHITECTURAL AND ENGINEERING SERVICES (continued)**

2. Discussion with at least three firms regarding anticipated concepts and the relative utility of alternative approaches for furnishing the required services
3. Selection, in order of preference, of at least three firms deemed to be the most highly qualified to provide the required services in accordance with established district criteria

The district shall negotiate a contract with the best qualified firm at compensation determined by the district to be fair and reasonable. If the district is unable to negotiate a contract with the most qualified firm, the district shall negotiate a contract with the second most qualified firm and, if unsuccessful, with the third most qualified firm. If the district is unable to negotiate a satisfactory contract with any of the selected firms, the district shall select additional firms in order of their competence and qualification and continue negotiations until an agreement is reached. (Government Code 4528)

The above procedures shall not apply if the Superintendent or designee determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest. (Government Code 4529)

*(cf. 3311 - Bids)*

Contracts shall specify that all plans, including, but not limited to, record drawings, specifications, and estimates prepared by the architect or structural engineer shall become the property of the district. The contract shall also specify terms and conditions for reuse within the district of any plans prepared by the architect or structural engineer. (Education Code 17316)

A contract may be awarded to a single entity for both design and construction of any school facility in excess of \$1,000,000 in accordance with AR 3311.3 - Design-Build Contracts. (Education Code 17250.20)

*(cf. 3311.3 - Design-Build Contracts)*

(2/96 2/99) 10/19

Policy  
adopted:

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:** *GP*  
 Informational  
 Action

**AGENDA ITEM:** SECOND READING AND ADOPTION OF REVISED BOARD BYLAWS – 9000 SERIES

**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 and word processing services.

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 a list of Board Bylaws and Exhibits that are being revised and/or added:

- BB 9321 – Closed Session
- BB E(1) 9321 – Closed Session (New Exhibit)
- BB E(2) 9321 – Closed Session (New Exhibit)
- BB 9323 – Meeting Conduct

**RECOMMENDATION:**

Approve second reading and adoption of new & revised Board Bylaws and Exhibits - 9000 series.

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

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed: *MW*

Financial Implications?

Are funds for this item available in the 2019-2020 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

*Gina A. Potter*

**Superintendent's Office Certification:**

Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

## **POLICY GUIDE SHEET**

### **FIRST READING OF BOARD BYLAWS – 9000 SERIES**

**1-23-20**

#### **BB/E 9321 - Closed Session**

(BB revised; E(1) and E(2) added)

Bylaw retitled and updated to incorporate material formerly in BB 9321.1 - Closed Session Actions and Reports. Bylaw also adds the requirement to provide final documents approved or adopted during closed session to persons who have submitted a request. Section on "Matters Related to Students" provides that student names should not be included on the agenda or reports of expulsion hearings pursuant to court decision. Section on "Security Matters" reflects the board's authority to meet in closed session with law enforcement officials to develop a tactical response plan. Section on "Real Property Negotiations" reflects Attorney General publication stating the board's authority to approve a final real property agreement in closed session. Section on "Pending Litigation" updates legal cites. Exhibit (1) added to provide examples of agenda descriptions of closed session items. Exhibit (2) added to provide examples of reports of closed session actions that must be made when the board reconvenes in open session following the closed session.

#### **BB 9323 - Meeting Conduct**

(BB revised)

Bylaw updated to clarify circumstances under which the board may exercise flexibility in allocating time for public input to ensure full opportunity for public input and presentation of the diversity of viewpoints.

**Board Bylaws**

BB 9321(a)

**CLOSED SESSION**

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed session during a regular, special, or emergency meeting only for purposes authorized by law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law and specified below. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

In the open session preceding the closed session, the Board shall disclose the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action taken in the closed session, the votes or abstentions thereon, and other disclosures specified below that are applicable to the matter being addressed. Such reports may be made in writing or orally at the location announced in the agenda for the closed session. (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

**Confidentiality**

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

**CLOSED SESSION** (continued)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

*(cf. 1340 - Access to District Records)*

**Personnel Matters**

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, performance evaluation, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

*(cf. 2140 - Evaluation of the Superintendent)*

*(cf. 4115 - Evaluation/Supervision)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4215 - Evaluation/Supervision)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4315 - Evaluation/Supervision)*

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of the right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

The Board may hold a closed session to discuss **an** employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

**CLOSED SESSION** (continued)

After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

*(cf. 4117.7/4317.7 - Employment Status Reports)*

**Negotiations/Collective Bargaining**

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the open meeting requirements of Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

*(cf. 4140/4240/4340 - Bargaining Units)*

*(cf. 4143/4243 - Negotiations/Consultation)*

*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*

The Board may meet in closed session, prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees, to review the Board's position and/or instruct its designated representative(s) regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session. (Government Code 54957.6)

**CLOSED SESSION** (continued)

*(cf. 2121 - Superintendent's Contract)*

The Board also may meet in closed session with a state conciliator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name(s) of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

**Matters Related to Students**

If a public hearing would lead to the disclosure of confidential student information, the Board shall meet in closed session to consider a suspension, disciplinary action, any other action against a student except expulsion, or a challenge to a student record. If a written request for open session is received from the parent/guardian or adult student, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any student other than the student requesting the public meeting shall be in closed session. (Education Code 35146, 48912, 49070)

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5119 - Students Expelled from Other Districts)*

*(cf. 5125.3 - Challenging Student Records)*

*(cf. 5144 - Discipline)*

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

**CLOSED SESSION** (continued)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)

*(cf. 5125 - Student Records)*

However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.

**Security Matters**

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. Such discussions may be held in closed session during an emergency meeting called pursuant to Government Code 54956.5 if agreed to by a two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present. (Government Code 54956.5, 54957)

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3515 - Campus Security)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

*(cf. 9323.2 - Actions by the Board)*

Agenda items related to **these** security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

The Board may meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. Following the closed session, the Board shall report any action taken to approve the plan, but need not disclose the district's plan for tactical responses. (Education Code 32281)

**CLOSED SESSION** (continued)**Real Property Negotiations**

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s), the property under negotiation, and the person(s) with whom the negotiator may negotiate. For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

**Pending Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

**CLOSED SESSION** (continued)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(d)(1))
2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(d)(2), (3))

*Existing facts and circumstances* for these purposes are limited to the following:  
(Government Code 54956.9)

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s) and which do not need to be disclosed.
- b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s) and which must be publicly disclosed before the closed session or specified on the agenda.
- c. The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(*cf.* 3320 - *Claims and Actions Against the District*)

- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
  - e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat of litigation on the victim's behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(d)(4))

**CLOSED SESSION** (continued)

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(d)(1), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(d)(4) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

**CLOSED SESSION** (continued)

If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

**Joint Powers Agency Issues**

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

*(cf. 3530 - Risk Management/Insurance)*

Following the closed session, the Board shall publicly report the disposition of joint powers agency or self-insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may also meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA that has direct financial or liability implications for the district. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the name of the JPA, the closed session description used by the JPA, and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

**Review of Audit Report from California State Auditor's Office**

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

**CLOSED SESSION** (continued)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.

**Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

*(cf. 6162.51 - State Academic Achievement Tests)*

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

*Legal Reference:*EDUCATION CODE32281 *School safety plans*35145 *Public meetings*35146 *Closed session for student suspension or disciplinary action*44929.21 *Districts with ADA of 250 or more*48912 *Governing board suspension of student*48918 *Rules governing expulsion procedures; hearings and notice*49070 *Challenging content of students records*49073-49079 *Privacy of student records*60617 *Closed session (re review of contents of statewide assessment)*GOVERNMENT CODE3540-3549.3 *Educational Employment Relations Act*6252-6270 *California Public Records Act*54950-54963 *The Ralph M. Brown Act*

*Legal Reference continued: (next page)*

**CLOSED SESSION** (continued)*Legal References continued:*CALIFORNIA CONSTITUTION*Article 1, Section 3 Public right to access information*UNITED STATES CODE, TITLE 20*1232g Family Educational Rights and Privacy Act*CODE OF FEDERAL REGULATIONS, TITLE 34*99.1-99.8 Family Educational Rights and Privacy*COURT DECISIONS*Moreno v. City of King, (2005) 127 Cal.App.4th 17**Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860**Rim of the World Unified School District v. San Bernardino County Superior Court, (2002) 104 Cal.App.4th 1393**Bell v. Vista Unified School District, (2000) 82 Cal.App. 4th 672**Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87**Kleitman v. Superior Court of Santa Clara County, (1999) 87 Cal Rptr. 2d*CODE OF FEDERAL REGULATIONS, TITLE 34 (continued)*Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876**Roberts v. City of Palmdale, (1993) 5 Cal.4th 363**San Diego Union v. City Council, (1983) 146 Cal.App.3d 947**Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41*ATTORNEY GENERAL OPINIONS*94 Ops.Cal.Atty.Gen. 82 (2011)**89 Ops.Cal.Atty.Gen. 110 (2006)**86 Ops.Cal.Atty.Gen. 210 (2003)**78 Ops.Cal.Atty.Gen. 218 (1995)**59 Ops.Cal.Atty.Gen. 532 (1976)**57 Ops.Cal.Atty.Gen. 209 (1974)**Management Resources:*CSBA PUBLICATIONS*The Brown Act: School Boards and Open Meeting Laws, rev. 2014*CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS*The Brown Act: Open Meetings for Legislative Bodies, 2003*LEAGUE OF CALIFORNIA CITIES PUBLICATIONS*Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010*WEB SITES*CSBA: <http://www.csba.org>**California Office of the Attorney General: <http://www.oag.ca.gov>**League of California Cities: <http://www.cacities.org>*

# Exhibit

## Board Bylaws

E(1) 9321(a)

### CLOSED SESSION

#### BOARD MEETING AGENDA DESCRIPTIONS FOR CLOSED SESSION ITEMS

The Governing Board meeting agenda shall include the following description of a closed session item, as applicable:

##### Personnel Matters

###### PUBLIC EMPLOYEE APPOINTMENT

Government Code 54957

Title:

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*(Specify position to be filled)*

###### PUBLIC EMPLOYMENT

Government Code 54957

Title:

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*(Specify position to be filled)*

###### PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code 54957

Title:

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*(Specify position of employee being evaluated)*

###### PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code 54957

*(No additional information is required. An employee's dismissal or nonrenewal shall not be reported until the employee has first exhausted any right to a hearing or other administrative remedy.)*

###### SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE

Government Code 54957

*(No additional information is required.)*

###### EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN

Government Code 54957.10

*(No additional information is required.)*

E(1) 9321(b)

**CLOSED SESSION** (continued)

**Negotiations/Collective Bargaining**

**CONFERENCE WITH LABOR NEGOTIATORS**

Government Code 54957.6

District-designated representatives:

\_\_\_\_\_  
*(Specify names of representatives attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session.)*

Employee organization:

\_\_\_\_\_  
*(Specify name of employee organization with which negotiations are being held.)*

or

Unrepresented employee:

\_\_\_\_\_  
*(Specify position of unrepresented employee who is the subject of the negotiations.)*

**Matters Related to Students**

**STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION**

Education Code 35146

Student identification number:

\_\_\_\_\_  
*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

**STUDENT EXPULSION**

Education Code 48912

Student identification number:

\_\_\_\_\_  
*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

**STUDENT GRADE CHANGE APPEAL**

Education Code 49070

Student identification number:

\_\_\_\_\_  
*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

**CLOSED SESSION** (continued)

**CONFIDENTIAL STUDENT MATTER**

Action under consideration:

\_\_\_\_\_  
*(If the Board is considering a confidential student matter other than those listed above, specify type of action.)*

Student identification number:

\_\_\_\_\_  
*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

**Security Matters**

**THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code 54957

Consultation with: \_\_\_\_\_  
*(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)*

**DEVELOPMENT/APPROVAL OF TACTICAL RESPONSE PLAN**

Education Code 32281

Consultation with: \_\_\_\_\_  
*(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)*

**Real Property Negotiations**

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code 54956.8

Property:

\_\_\_\_\_  
*(Specify street address or, if no street address, the parcel number or other unique reference of the real property under negotiation.)*

District negotiator:

\_\_\_\_\_  
*(Specify names of negotiators attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session prior to the closed session.)*

**CLOSED SESSION** (continued)

Negotiating parties: \_\_\_\_\_  
*(Specify name of party, not agent.)*

Under negotiation: \_\_\_\_\_  
*(Specify whether instruction to negotiator will concern price, terms of payment, or both.)*

**Pending Litigation**

**CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**  
 Government Code 54956.9(d)(1)

Name of case: \_\_\_\_\_  
*(Specify by reference to claimant's name, names of parties, or case or claim numbers.)*

or

Case name unspecified, as identification of the case would jeopardize service of process or existing settlement negotiations.

**CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**  
 Government Code 54956.9(d)(2) or (3)

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3).  
 Number of potential cases: \_\_\_\_\_

Or

Initiation of litigation pursuant to Government Code 54956.9(d)(4). Number of potential cases: \_\_\_\_\_

If applicable, facts and circumstances: \_\_\_\_\_  
*(The district may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to Government Code 54956.9(e)(2)-(5). These include facts and circumstances, such as an accident, disaster, incident, or transactional occurrence that might result in litigation against the district and that are known to potential plaintiff(s).)*

**Joint Powers Authority Issues**

**LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY**  
 Government Code 54956.95

Name of claimant(s): \_\_\_\_\_

**CLOSED SESSION** (continued)

*(Specify name, except pursuant to Government Code 54961 when the claimant is a victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.)*

Name of agency against which the claim is made: \_\_\_\_\_

CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT  
Government Code 54956.96

Name of JPA: \_\_\_\_\_

Discussion will concern:

\_\_\_\_\_  
*(Specify closed session description used by the JPA.)*

Name of district representative on JPA board:

\_\_\_\_\_

Names of agencies or titles of representatives attending the closed session as consultants or other representatives, if applicable: \_\_\_\_\_

\_\_\_\_\_

**Review of Audit from State Auditor's Office**

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE  
Government Code 54956.75  
*(No additional information is required.)*

**Review of Assessment Instruments**

REVIEW OF STUDENT ASSESSMENT INSTRUMENT  
Education Code 60617

The Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program. Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

# Exhibit

## Board Bylaws

E(2) 9321(a)

### CLOSED SESSION

#### REPORTS OF CLOSED SESSION ACTIONS

Following a closed session during any Governing Board meeting, the Board shall reconvene in open session to present, orally or in writing, a report of any of the following actions taken during the closed session, as applicable:

##### Personnel Matters

Title of position: \_\_\_\_\_

Action taken: \_\_\_\_\_  
*(e.g., appointment/employment/evaluation/discipline/dismissal/release)*

Board member votes/abstentions: \_\_\_\_\_

##### Negotiations/Collective Bargaining

Approval of final agreement with represented employees

Item approved: \_\_\_\_\_

Other party/parties to the negotiation: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

##### Matters Related to Students

*(Final action must be taken in open session. It is recommended that the student's name not be disclosed.)*

##### Security Matters

Action taken: \_\_\_\_\_  
*(e.g., consultation with law enforcement; approval of contract or memorandum of understanding; approval of tactical response plan, without disclosing the details of the plan)*

Board member votes/abstentions: \_\_\_\_\_

**CLOSED SESSION** (continued)

**Real Property Negotiations**

Action taken: \_\_\_\_\_  
*(Report if Board approves a final agreement concluding real estate negotiations. If final approval rests with the other party, report as soon as the other party has approved the agreement.)*

Substance of the agreement: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

**Existing Litigation**

Action taken related to existing litigation:  
\_\_\_\_\_  
*(e.g., approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation; or approval to legal counsel of a settlement of pending litigation at any stage prior to or during a judicial or quasi-judicial proceeding. If final approval of settlement rests with the other party, report to any person upon request once the settlement is final.)*

Adverse party/parties, if known: \_\_\_\_\_

Substance of the litigation: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

**Anticipated Litigation**

Action taken: The Board has given approval to legal counsel to initiate or intervene in a lawsuit. The action, defendants, and other details will be disclosed to any person upon request after the lawsuit is commenced, unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.  
*(The report does not need to initially identify the action, defendants, or other details.)*

Board member votes/abstentions: \_\_\_\_\_

**Joint Powers Agency Issues**

**LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY**

Name of claimant(s): \_\_\_\_\_

**CLOSED SESSION** (continued)

Name of agency against which the claim is made: \_\_\_\_\_

Substance of the claim: \_\_\_\_\_

Monetary settlement agreed upon by the claimant: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

**CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT**

Name of JPA: \_\_\_\_\_

Action taken: \_\_\_\_\_

*(Law does not include any specific disclosures to be reported.)*

Board member votes/abstentions: \_\_\_\_\_

**Review of Audit from State Auditor's Office**

Action taken: The Board reviewed the confidential final draft audit report received from the California State Auditor's Office and has prepared a response.

*(No additional information is required. Unless otherwise exempted by law, after the audit report is subsequently released to the public, any Board discussion of the report must be conducted in open session.)*

**Review of Assessment Instruments**

Action taken: The Board reviewed the contents of a student assessment instrument approved or adopted for the statewide testing system.

**REGULATION  
ADOPTED:**

SAN YSIDRO SCHOOL DISTRICT  
San Ysidro, CA

**Board Bylaws**

BB 9323(a)

**MEETING CONDUCT****Meeting Procedures**

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

*(cf. 9322 - Agenda/Meeting Materials)*

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

*(cf. 9121 - President)*

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

*(cf. 9320 - Meetings and Notices)*

**Quorum and Abstentions**

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

*(cf. 9323.2 - Actions by the Board)*

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

*(cf. 9270 - Conflict of Interest)*

**Public Participation**

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures.

**MEETING CONDUCT** (continued)

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

*(cf. 9130 - Board Committees)*

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

**MEETING CONDUCT** (continued)

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
  - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
  - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)
  - c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 9321 - Closed Session Purposes and Agendas)*

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

**MEETING CONDUCT** (continued)**Recording by the Public**

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

(cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

*Legal Reference:*EDUCATION CODE

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

CODE OF CIVIL PROCEDURE

527.8 Workplace Violence Safety Act

GOVERNMENT CODE

54953.3 Prohibition against conditions for attending a board meeting

54953.5 Audio or video recording of proceedings

54953.6 Broadcasting of proceedings

54954.2 Agenda; posting; action on other matters

54954.3 Opportunity for public to address legislative body; regulations

54957 Closed sessions

54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

403 Disruption of assembly or meeting

COURT DECISIONS

City of San Jose v. Garbett (2010) 190 Cal.App.4th 526

Norse v. City of Santa Cruz (9th Cir. 2010) 629 F3d 966

McMahon v. Albany Unified School District (2002) 104 Cal.App.4th 1275

Rubin v. City of Burbank (2002) 101 Cal.App.4th 1194

Baca v. Moreno Valley Unified School District (1996) 936 F.Supp. 719

Legal References (continued on next page)

**MEETING CONDUCT** (continued)

*Legal References (continued):*

ATTORNEY GENERAL OPINIONS

- 90 Ops.Cal.Atty.Gen. 47 (2007)
- 76 Ops.Cal.Atty.Gen. 281 (1993)
- 66 Ops.Cal.Atty.Gen. 336 (1983)
- 63 Ops.Cal.Atty.Gen. 215 (1980)
- 61 Ops.Cal.Atty.Gen. 243, 253 (1978)
- 59 Ops.Cal.Atty.Gen. 532 (1976)
- 55 Ops.Cal.Atty.Gen. 26 (1972)

*Management Resources:*

CSBA PUBLICATIONS

- Call to Order: A Blueprint for Great Board Meetings, 2015
- The Brown Act: School Boards and Open Meeting Laws, rev. 2014

ATTORNEY GENERAL PUBLICATIONS

- The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

- CSBA: <http://www.csba.org>
- California Attorney General's Office: <https://oag.ca.gov>

**REGULATION  
ADOPTED:**

SAN YSIDRO SCHOOL DISTRICT  
San Ysidro, CA

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

**Negotiations/Collective Bargaining**

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

*(cf. 4140/4240/4340 - Bargaining Units)*  
*(cf. 4143/4243 - Negotiations/Consultation)*  
*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

The Board may meet in closed session to review the Board's position and/or instruct its designated representative regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. (Government Code 54957.6)

*(cf. 2121 - Superintendent's Contract)*

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

**Matters Related to Students**

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

*(cf. 5117 - Interdistrict Attendance)*  
*(cf. 5119 - Students Expelled from Other Districts)*  
*(cf. 5125.3 - Challenging Student Records)*  
*(cf. 5144 - Discipline)*

**Security Matters**

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 3515 - Campus Security)*  
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

**Conference with Real Property Negotiator**

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

**Pending Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(a))
2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

*Existing facts and circumstances* for these purposes are limited to the following: (Government Code 54956.9)

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
- b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda.
- c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

*(cf. 3320 - Claims and Actions Against the District)*

- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
  - e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

**Joint Powers Agency Issues**

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

*(cf. 3530 - Risk Management/Insurance)*

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

**Review of Audit Report from California State Auditor's Office**

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

**Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

*(cf. 6162.5 - Student Assessment)*

*Legal Reference: (see next page)*

CLOSED SESSION PURPOSES AND AGENDAS (continued)

*Legal Reference:*

EDUCATION CODE

- 35145 *Public meetings*
- 35146 *Closed session (re student suspension)*
- 44929.21 *Districts with ADA of 250 or more*
- 48912 *Governing board suspension*
- 48918 *Rules governing expulsion procedures; hearings and notice*
- 49070 *Challenging content of students records*
- 60617 *Meetings of governing board*

GOVERNMENT CODE

- 3540-3549.3 *Educational Employment Relations Act*
- 6252-6270 *California Public Records Act*
- 54950-54963 *The Ralph M. Brown Act*

COURT DECISIONS

- Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860*
- Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672*
- Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87*
- Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876*
- Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363*
- Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41*
- San Diego Union v. City Council, (1983) 146 Cal.App.3d 947*

ATTORNEY GENERAL OPINIONS

- 94 *Ops. Cal. Atty. Gen. 82 (2011)*
- 86 *Ops. Cal. Atty. Gen. 210 (2003)*
- 78 *Ops. Cal. Atty. Gen. 218 (1995)*
- 59 *Ops. Cal. Atty. Gen. 532 (1976)*
- 57 *Ops. Cal. Atty. Gen. 209 (1974)*

*Management Resources:*

CSBA PUBLICATIONS

*The Brown Act: School Boards and Open Meeting Laws, 2009*

ATTORNEY GENERAL PUBLICATIONS

*The Brown Act: Open Meetings for Legislative Bodies, 2003*

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

*Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010*

WEB SITES

- CSBA: <http://www.csba.org>
- California Attorney General's Office: <http://www.oag.ca.gov>
- League of California Cities: <http://www.cacities.org>

**Board Bylaws**

BB 9323(a)

**MEETING CONDUCT****Meeting Procedures**

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*(cf. 9322 - Agenda/Meeting Materials)*

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

*(cf. 9121 - President)*

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

*(cf. 9320 - Meetings and Notices)*

**Quorum and Abstentions**

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

*(cf. 9323.2 - Actions by the Board)*

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

*(cf. 9270 - Conflict of Interest)*

**Public Participation**

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner,  
that public presentations to the Board comply with the following procedure

**MEETING CONDUCT** (continued)

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
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3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

*(cf. 9130 - Board Committees)*

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public and/or the time allotted for each speaker. Any such adjustment shall be done equitably to ensure a diversity of viewpoints. The president may also ask members of the same viewpoint to select a few individuals to address the Board on that viewpoint.

**MEETING CONDUCT** (continued)

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
  - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
  - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)
  - c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 9321 - Closed Session Purposes and Agendas)*

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

**MEETING CONDUCT** (continued)**Recording by the Public**

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

(*cf.* 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

*Legal Reference:*EDUCATION CODE

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

CODE OF CIVIL PROCEDURE

527.8 Workplace Violence Safety Act

GOVERNMENT CODE

54953.3 Prohibition against conditions for attending a board meeting

54953.5 Audio or video recording of proceedings

54953.6 Broadcasting of proceedings

54954.2 Agenda; posting; action on other matters

54954.3 Opportunity for public to address legislative body; regulations

54957 Closed sessions

54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

403 Disruption of assembly or meeting

COURT DECISIONS

City of San Jose v. Garbett (2010) 190 Cal.App.4th 526

Norse v. City of Santa Cruz (9th Cir. 2010) 629 F3d 966

McMahon v. Albany Unified School District (2002) 104 Cal.App.4th 1275

Rubin v. City of Burbank (2002) 101 Cal.App.4th 1194

Baca v. Moreno Valley Unified School District (1996) 936 F.Supp. 719

Legal References (continued on next page)

**MEETING CONDUCT** (continued)

Legal References (continued):  
ATTORNEY GENERAL OPINIONS  
90 Ops. Cal. Atty. Gen. 47 (2007)  
76 Ops. Cal. Atty. Gen. 281 (1993)  
66 Ops. Cal. Atty. Gen. 336 (1983)  
63 Ops. Cal. Atty. Gen. 215 (1980)  
61 Ops. Cal. Atty. Gen. 243, 253 (1978)  
59 Ops. Cal. Atty. Gen. 532 (1976)  
55 Ops. Cal. Atty. Gen. 26 (1972)

Management Resources:

CSBA PUBLICATIONS  
Call to Order: A Blueprint for Great Board Meetings, 2015  
The Brown Act: School Boards and Open Meeting Laws, rev. 2014  
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The Brown Act: Open Meetings for Local Legislative Bodies, 2003  
WEB SITES  
CSBA: <http://www.csba.org>  
California Attorney General's Office: <https://oag.ca.gov>

**REGULATION  
ADOPTED:**

SAN YSIDRO SCHOOL DISTRICT  
San Ysidro, CA

## MEETING CONDUCT

### Meeting Procedures

All Board of Education meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

*(cf. 9322 - Agenda/Meeting Materials)*

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

*(cf. 9121 - President)*

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

*(cf. 9320 - Meetings and Notices)*

### Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

*(cf. 9323.2 - Actions by the Board)*

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

*(cf. 9270 - Conflict of Interest)*

### Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

**MEETING CONDUCT** (continued)

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

*(cf. 9130 - Board Committees)*

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on number of persons wishing to be heard. The president may take a p  
or against a particular issue and may ask that additional persons :  
have something new to add.

**MEETING CONDUCT** (continued)

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

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**MEETING CONDUCT** (continued)

illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

(cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

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54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

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*Norse v. City of Santa Cruz*, (9th Cir. 2010) 629 F3d 966

*McMahon v. Albany Unified School District*, (2002) 104 Cal.App.4th 1275

*Rubin v. City of Burbank*, (2002) 101 Cal.App.4th 1194

*Baca v. Moreno Valley Unified School District*, (1996) 936 F.Supp. 719

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59 *Ops. Cal. Atty. Gen.* 532 (1976)

55 *Ops. Cal. Atty. Gen.* 26 (1972)

**MEETING CONDUCT** (continued)

*Management Resources:*

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*The Brown Act: School Boards and Open Meeting Laws, rev. 2014*

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*The Brown Act: Open Meetings for Local Legislative Bodies, 2003*

WEB SITES

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

California Attorney General's Office: <https://oag.ca.gov>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:**  
Human Resources  
David Farkas, Executive Director

**INITIAL:** *DF*  
 Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR RECLASSIFICATION

**BACKGROUND INFORMATION:**

Administration recommends approval of the attached Memorandum of Understanding between the San Ysidro School District and the California School Employees Association for reclassification.

**RECOMMENDATION:**

Approve the Memorandum of Understanding between the San Ysidro School District and the California School Employees Association for reclassification.

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

**Goal #1: Student Achievement – 1.5 Staffing**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *MW*

Financial Implications?

Yes     No

Are funds for this item available in the 2019-2020 Budget?

Yes     No

Requisition #

TBD

(Amount)

TBD

(Name of funding source and/or location)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:** Maintenance, Operations, Transportation & Facilities  
Paulo Azevedo, Director

**INITIAL:** mw  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 19/20-0025 ESTABLISHING A ZERO-EMISSION SCHOOL TRANSPORTATION

**BACKGROUND INFORMATION:**

With the everyday concern with air quality in California. This district has a considerable opportunity to protect the health and welfare of its school children while simultaneously advancing California's climate goals and doing so cost effectively and according to the EPA

The District recognizes that establishing a zero emission program with the given available financial incentive programs can/will help the district with electric school buses and when considering the significant fuel cost savings made possible by California's Low Carbon Fuel Standard (LCFS) program (in some cases covering most of even the full cost of electricity), the total cost of ownership for school buses can be positive; producing savings to school districts.

**RECOMMENDATION:**

Adopt Resolution No. 19/20-0025.

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

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** mw  
Requisition #

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Yes     No

Yes     No

N/A  
(Amount)

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

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board



WHEREAS—Switching to an electric bus an estimated 20,000 pounds of NOx and over 350 pounds of diesel particulate matter over a 12-14yr bus lifecycle. This is equivalent to taking 27 new cars off the road.

WHEREAS—Electric School buses have zero fuel costs as well as lower operating and maintenance costs than diesel school buses.<sup>5</sup>

WHEREAS—Electric school buses also have the potential to create energy storage options for utilities through vehicle to grid (V2G) technology, which will help states reduce emissions in the state and will position school districts for possible future additional revenue from their utility if such programs are offered in the future.<sup>6</sup>

WHEREAS –Whereas: there are more than 15 school districts in the state that have already begun to implement electric school buses.

WHEREAS— Given available financial incentive programs and when considering the significant fuel cost savings made possible by California’s Low Carbon Fuel Standard (LCFS) program (in some cases covering most of even the full cost of electricity),the total cost of ownership for school buses can be positive; producing savings to school districts.

WHEREAS – the Electric Vehicle Infrastructure Training Program provides skilled training for state-certified electricians to safely install electric vehicle charging infrastructure, including charging technologies and associated electrical infrastructure for zero-emission school buses.

Recognizing that the establishment of an electric school bus fleet will help prevent children from developing respiratory diseases and childhood asthma while protecting those who already suffer.<sup>7</sup>

THEREFORE, BE IT RESOLVED that to promote a healthier environment for its students, combat climate change and help San Ysidro School District become a cleaner community, the San Ysidro School Board hereby:

1. Adopts a program to transition the district’s school bus fleet to 100% zero-emission.

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<sup>5</sup> ELPC, *supra* n. 1.

<sup>6</sup> Electric Buses: Clean Transportation for Healthier Neighborhoods and Cleaner Air; Frontier Group and U.S. PIRG Education Fund, Alana Miller and Hye-Jin Kim, Frontier Group and Jeffrey Robinson and Matthew Casale, U.S. PIRG Education Fund, May 2018, <https://pennenvironment.org/sites/environment/files/reports/Electric%20Buses%20-%20PA%20-%20May%202018.pdf>

<sup>7</sup> Natural Resources Defense Council and Coalition for Clean Air, *No Breathing in the Aisles: Diesel Exhaust Inside School Buses* 12, 14 (Jan. 2001), <https://www.nrdc.org/sites/default/files/schoolbus.pdf>.  
U.S. CDC, *supra* n. 5.

2. Beginning no later than January 1, 2021 All new buses provided through incentive programs, purchased or leased by the District will be zero-emission, if or when economically feasible.
3. Calls on the District to develop a plan to present to the Board that includes, but is not limited to, the following:
  - A. A transition plan to adopt 100% zero emission bus technologies
  - B. Describing eligible funding sources for both procurement of buses and financial assistance for operating expenses, including local, state, federal grant opportunities and any potential group purchasing agreements with other school districts.
  - C. Identifying local routes for electric buses.
  - D. The results of convening a working group with representatives of San Diego Gas and Electric on,
    - Assistance they can provide on paying for the installation of electric service upgrades and chargers.
    - Assistance they can provide through recommendations on optimal electric tariffs and/or the implementation of newly designed tariffs to lower electricity costs.
  - E. A report of school districts that have deployed zero-emission buses in California.
  - F. An analysis will be provided by the manufacturer along with the Transportation department showing approximately the reduction in GHG and criteria pollutant emissions that would result from providing 100% renewable energy to power an electric school bus fleet.

BE IT FURTHER RESOLVED, the District's transition to a 100% zero emission bus fleet will include re-training existing staff in how to professionally maintain zero emission buses and the maintenance work shall be done by current re-trained unionized labor. Personnel who maintain the buses shall have the proper knowledge and training to safely work on electric buses. As new unionized staff are hired, access will be made available to individuals facing significant barriers to employment. To ensure charging infrastructure is installed safely and meets all code requirements, the District will require all electricians who construct, install and maintain electric bus charging infrastructure to have Electric Vehicle Infrastructure Training Program (EVITP) certification.

BE IT FURTHER RESOLVED, the District will reference and use the U.S. Employment Plan to evaluate and score request for proposals with the aim of encouraging commitments to creating good jobs and improving access for people historically excluded from manufacturing jobs.<sup>8</sup>

BE IT FINALLY RESOLVED, the District will increase its use of clean, renewable energy. The District shall consider the use of onsite solar, energy storage, and other clean, renewable energy strategies into the electrification infrastructure build-out plan.

**PASSED AND ADOPTED** by the Governing Board of the San Ysidro School District this 23rd day of January 2020, by the following vote;

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

I, Rodolfo Lopez, Clerk of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the Governing Board

<sup>8</sup> Delivering Opportunity: How Electric Buses and Trucks Can Create Jobs and Improve Public Health in California, Union of Concerned Scientists and Greenlining Institute, Jimmy O’Dea, Union of Concerned Scientists, and Sara Chandler and Joel Espino, The Greenlining Institute, October 2016,  
<http://www.ucsusa.org/sites/default/files/attach/2016/10/UCS-Electric-Buses-Report.pdf>

See also: The US Employment Plan was developed by a team of experts from LAANE, the Brookings Institution, the University of Southern California’s Program for Environmental and Regional Equity, and the University of Massachusetts at Amherst’s Political Economy Research Institute (JMA n.d.). For more information, visit <http://jobstomoveamerica.org/resources/u-s-employment-plan-resources-2> .

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:** mw  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 19/20-0026 IN SUPPORT OF PROPOSITION 13: PUBLIC PRESCHOOL, K-12, AND COLLEGE HEALTH AND SAFETY BOND ACT OF 2020 ASSEMBLY BILL 48 (O'DONNELL, GLAZER)

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**BACKGROUND INFORMATION:**

Proposition 13, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020, provides resources for the renovation and upgrade of existing classrooms, for campuses that increase student and staff safety, for classrooms and laboratories that enhance teaching and learning, for the construction and expansion of schools to accommodate growth, and for career technical education facilities to improve job and career training.

**RECOMMENDATION:**

Adopt Resolution No. 19/20-0026.

---

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>mw</u>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
N/A (Amount)	N/A (Name of funding source and/or location)			----- (Funding account number)	

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Recommended for:  Approval  Denial Certification Requested  Yes  No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

**RESOLUTION NO. 19/20-0026**

**Governing Board Resolution in Support of  
Proposition 13: Public Preschool, K-12, and College Health and Safety Bond Act of 2020  
Assembly Bill 48 (O'Donnell, Glazer)**

**WHEREAS**, all students deserve safe, welcoming, and stimulating learning environments that support personal well-being and academic success; and

**WHEREAS**, school bond funds help schools provide safe facilities that offer the learning opportunities required for a high-quality 21st-century education; and

**WHEREAS**, normal wear and tear and new technologies have rendered a substantial number of California's classrooms insufficient to meet the 21st-century educational needs of students and provide environmental efficiencies; and

**WHEREAS**, Proposition 13, the **Public Preschool, K-12, and College Health and Safety Bond Act of 2020**, provides resources for the renovation and upgrade of existing classrooms, for campuses that increase student and staff safety, for classrooms and laboratories that enhance teaching and learning, for the construction and expansion of schools to accommodate growth, and for career technical education facilities to improve job and career training; and

**WHEREAS**, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020 will provide state matching funds that are prioritized for schools with pressing health and safety concerns; and

**WHEREAS**, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020 will provide career technical education facilities for job training to meet the workforce needs of California's employers and help ensure successful futures for our state's students; and

**WHEREAS**, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020 will help ensure clean drinking water for our students through testing and remediation of lead levels in water at school sites; and

**WHEREAS**, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020 will provide disaster assistance in times of critical need; and

**WHEREAS**, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020 will provide additional funding for energy efficiency, earthquake safety, removal of hazardous materials, and more; and

**WHEREAS**, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020 will provide a fair and equitable distribution of funds to schools where they are most needed and provide specific assistance to small school districts throughout the state; and

**WHEREAS**, the State of California has committed funds from all previous bond measures and is currently facing an increasing backlog of unfunded needs; and

**WHEREAS**, the San Ysidro School District has facility needs that may be partially funded by state bonds; and

**WHEREAS**, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020 will appear on the March 3, 2020 ballot and become operative only if approved by voters; and

**WHEREAS**, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020 will provide \$15 billion for facilities at the state’s preschools, K-12 schools, community colleges, and four-year colleges and universities; and

**WHEREAS**, 13,000 jobs are created for each \$1 billion in school facility infrastructure investment;<sup>1</sup> and

**WHEREAS**, Proposition 98 and the Local Control Funding Formula, which provide general fund operational revenues for schools, do not provide dedicated facilities funding; and

**WHEREAS**, quality 21st-century school facilities designed to meet student need enhance academic achievement and further the state’s scholastic and economic goals; and

**WHEREAS**, investments in modern school facilities are investments in our youth, our communities, our economy, and our shared future; and

**WHEREAS**, the California School Boards Association and a large public–private coalition supports the Public Preschool, K-12, and College Health and Safety Bond Act of 2020;

**NOW, THEREFORE BE IT RESOLVED** that the San Ysidro School District supports Proposition 13, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020, on the March 3, 2020 statewide ballot.

Adopted by the Governing Board of the San Ysidro School District on January 23, 2020.

\_\_\_\_\_  
Clerk of the Governing Board

\_\_\_\_\_  
Date

<sup>1</sup> “Accelerating Job Creation in California Through Infrastructure Investment,” Bay Area Council Economic Institute, 2012

Please forward a copy of the signed resolution to the California School Boards Association by emailing it to [govrel@csba.org](mailto:govrel@csba.org).

# **CURRICULUM & INSTRUCTION**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:** Educational Services  
Manuela Colom, Executive Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC)  
FOR 2019-20

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**BACKGROUND INFORMATION:**

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

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

SARCs must be published and submitted to the CDE no later than February 1<sup>st</sup> of each year.  
-SARC reports under separate cover-

**RECOMMENDATION:**

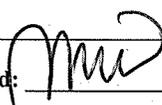
Approve the publication of the School Accountability Report Cards for our seven schools for the 2019-20 school year.

---

**LCAP GOAL AND ACTION/SERVICE:**

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

N/A

  
(Amount)

(Name of funding source and/or location)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:** Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *MC*  
 Informational  
 Action

**AGENDA ITEM:** ANNUAL ACCESS RENEWAL FROM RAPTOR TECHNOLOGIES, LCC FOR DISTRICTWIDE VISITOR MANAGEMENT SYSTEM

**BACKGROUND INFORMATION:**

The Raptor Visitor Management System is an online tool that registers and screens every campus visitor, volunteer and contractor so that school officials know precisely who is entering their buildings.

Some of the benefits of having Raptor Visitor Management System are:

- *Instant Screening:* Every visitor is instantly screened against the registered sex offender databases in all 50 states.
- *Custom Databases:* Checks visitors against custom school or district databases, which can contain custody alerts and/or banned visitors.
- *Accurate Records:* Ensures that accurate and reliable records are kept from every visitor who enters our schools, every day.
- *Efficient and Custom Reports:* Quickly and easily creates reports for individual schools or entire districts, including detailed custom reports for visitors, volunteers entering our schools.

The District implemented the Raptor Visitor Management System last school year and would like to renew it for this school year with the goal of providing security for students and staff. System will include the District office, all seven school sites and the Child Development Center.

**RECOMMENDATION:**

Approve the annual access renewal from Raptor Technologies, LCC for a Visitor Management System at the cost of \$4,860.00 from the General Fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal #2: Safety, Climate, and Student Engagement – Action 2.4: Continue to provide campus security at each school site. Personnel will be provided professional development in the areas of restorative practices, trauma information care, etc. Implement visitor management software at each school site and upgrade communication system to improve school and district safety.

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

**Business Services Reviewed:** *MC*

Financial Implications?    Are funds for this item available in the 2019-2020 Budget?

Requisition #

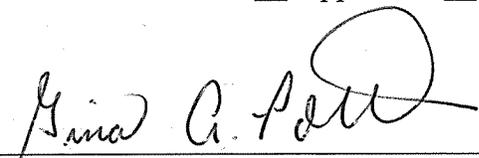
**Yes**     **No**                       **Yes**     **No**

**\$4,860.00**  
(Amount)

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

Recommended for:     **Approval**     **Denial**    Certification Requested     **Yes**     **No**

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board



PO Box 7966::Houston, TX 77270::713-880-8902

Date Created 8/1/2019  
 Renewal Notice No. 57152 RN

**Your Service Ends On**  
 10/1/2019  
 To avoid loss of service, please pay renewal fee on  
 or before the above service end date.

# Renewal Notice

**Bill To ::**

San Ysidro School District  
 Accounts Payable  
 4350 Otay Mesa Rd  
 San Ysidro, CA 92173

**Ship To ::**

San Ysidro School District  
 Office  
 4350 Otay Mesa Rd  
 San Ysidro, CA 92173

Terms
Renewal (2M)

**"Protect Every Child, Every School, Every Day"**  
 Federal Tax ID # 45-4914152

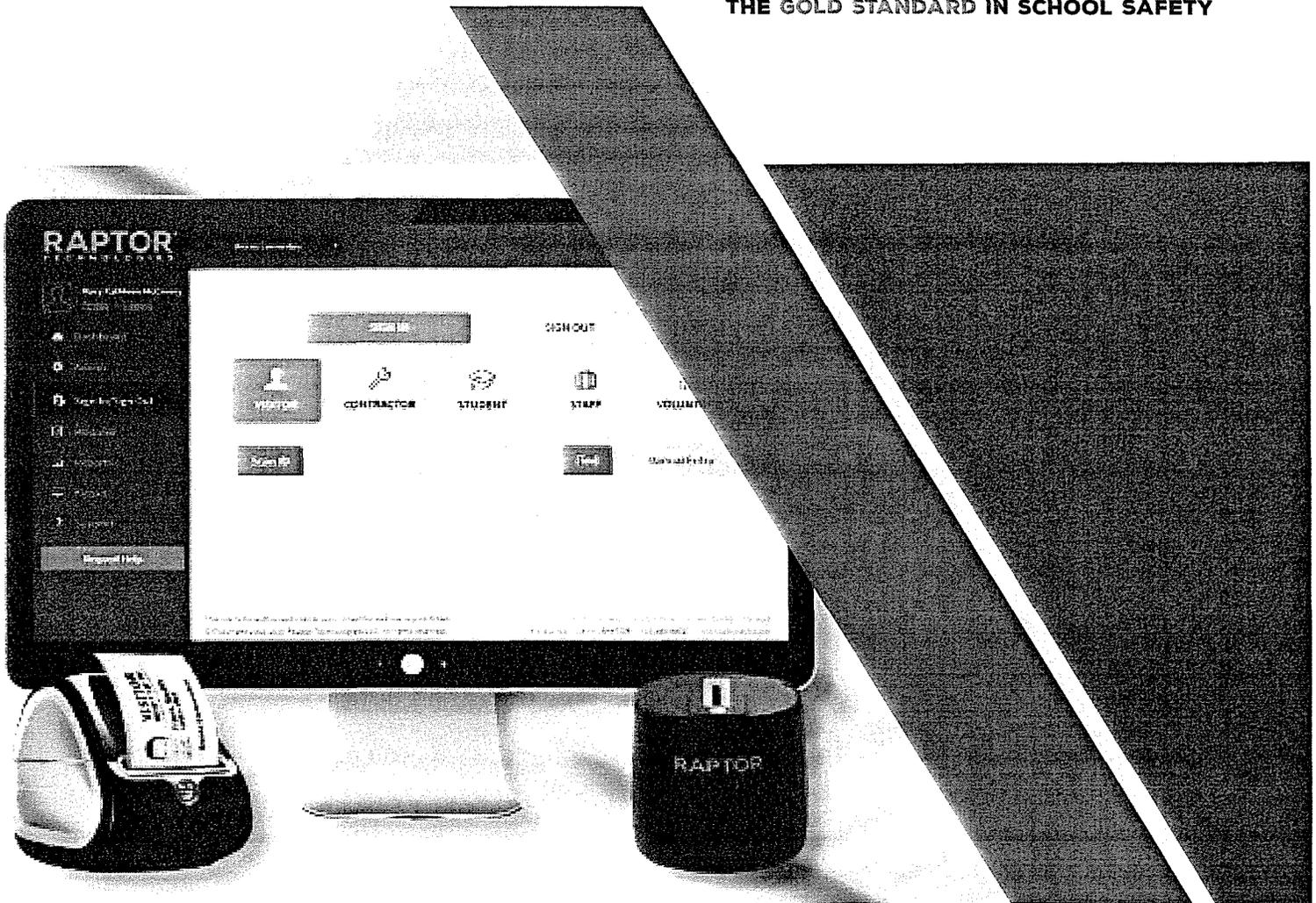
Description	Quantity	Price Each	Amount
One (1) Year Raptor 6 Annual Access Fee Renewal (\$540 per location).  Admin Building, Child Development Center, La Mirada Elementary School, Ocean View Hills School, San Ysidro Middle School, Smythe Elementary School, Sunset Elementary School, Vista Del Mar Elementary School, Willow Elementary School  11.06.19: Previous point of contact left district. New POC working with Jamie on implenting. EV	9	540.00	4,860.00

<b>E-mail Purchase Order to <a href="mailto:renew@raptortech.com">renew@raptortech.com</a>.</b>  <b>For Credit Card payment e-mail renewal number, district and school name to <a href="mailto:renew@raptortech.com">renew@raptortech.com</a></b>  <b>Check Remittance Address:</b> <b>Dept 141 ::PO Box 4458:: Houston, TX :: 77210-4458</b>	Total	\$4,860.00
--	-------	------------

**TERMS AND CONDITIONS:**

- All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement which can be found at [www.raptortech.com/SubscriptionAgreement.html](http://www.raptortech.com/SubscriptionAgreement.html)
- Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.
- Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.
- Please be aware that sales and use tax may apply and you may be required to remit use tax on this purchase based on your state tax rules.

**14C.2**



## K-12 VISITOR MANAGEMENT

### Know who is in your schools

Screen and track everyone coming into your schools and keep unwanted entrants out. The Raptor<sup>®</sup> Visitor Management system screens for sex offenders, alerts staff of custody violations, and provides district-wide reporting for all visitors.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:** Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CCJ*  
 Informational  
 Action

**AGENDA ITEM:** PURCHASE OF TRANSLATION EQUIPMENT FROM LEXICON USA

**BACKGROUND INFORMATION:**

Due to the wear and tear of the current translation equipment, new equipment needs to be purchased. A VPT100 system will be purchased from Lexicon USA. The VPT100 provides the advantage of the interpreter being able to hear the presenter directly in their headset, which means they will hear better and ultimately do a better job of interpreting. The ease of use and ability to add more languages and more users makes the VPT100 system the best value available in the market.

The VPT100 system includes:

- Universal Monitor Unit
- Dual-Headset Noise-Cancelling Microphone
- Compact Transmitter
- Single Channel Seekable Receiver
- Executive Folding Headsets
- System Carry Case with dividers and retracting handle and wheels

**RECOMMENDATION:**

Approve the purchase of Translation Equipment from Lexicon USA at the total cost of \$8,377.88 to be paid from Title I, Part A funds.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 3: Parent Engagement – Actions: 3.4-Improve home-school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events. & 3.6-Hire an interpreter to provide translation/interpretation services.

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed *MW*

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes    No

Yes    No

\$8,377.88

(Amount)

Title I, Part A Fund

(Name of funding source and/or location)

Recommended for:    Approval    Denial   Certification Requested    Yes    No

**Superintendent's Office Certification:**

*Gina A. Potter*

Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

**Itemized Sales Quote** Contract Number: **19092011**

**Bill To:**  
 San Ysidro School District  
 4350 Otay Mesa Rd  
 San Ysidro, CA 92173

Contact Name:  
 Contact Phone:  
 Email Address:

**Ship To:** *San Ysidro School District*  
 (Please confirm) *4350 Otay Mesa Rd*  
*San Ysidro, CA 92173*

Quote Expiration Date	Called in By/PO	DATE	PG.	
1/30/20	Pablo	12/13/19	1	
DESCRIPTION	UNIT PRICE	DISC	EXT. PRICE	TX.
LexiconUSA Professional Language Interpretation, Professional Audio/Visual Services and Video Translation Services				
The VPT100 provides the advantage of the interpreter being able to hear the presenter directly in their headset which means they will hear better, concentrate better and ultimately do a better job of interpreting. The ease of use and ability to add more languages and more users makes the VPT100 system the best value available in the market today.				
<b>Two Language</b>				
2- Universal Monitoring Unit	\$300.00		\$600.00	X
2- GSP302 Dual-Headset Noise-Cancelling Microphone	\$197.00		\$394.00	X
2- T27 Compact Transmitter (3.5mm Mic Plug)	\$684.00		\$1,368.00	X
50- R37 Single Channel Seekable Receiver	\$109.00		\$5,450.00	X
50- HED 021 Executive Folding Headsets	\$12.50		\$625.00	X
2- System Carry Case w/ dividers and retracting handle & wheels (3I-2011-7B-D)	\$319.00		\$638.00	
15% Educational Discount >>>>	\$1,361.25		-\$1,361.25	X
Shipping & Handling - Ground, 5-8 days >> EQUIPMENT AVAILABILITY IS IMMEDIATE >> Expedited delivery available at additional cost. >> LIFETIME WARRANTY ON ALL WILLIAMS SOUND EQUIPMENT DEMONSTRATION EQUIPMENT AVAILABLE: Allow you to test a basic setup of the equipment. Pay only for roundtrip shipping. If you purchase within (30) days, we will deduct your shipping costs from your final invoice.	\$45.00		\$45.00	
RENTAL OPTION: Experience how the equipment works in full operation. If you purchase within (30) days from your rental, we will apply 50% of the rental fees towards your purchase.				
<b>WILLIAMS AV BOSCH <input checked="" type="checkbox"/> SENNHEISER</b>				



**GUARANTEED PRICING - BETTER SOLUTIONS - TOP BRANDS**

PRICE GUARANTEE: Show us any competitor full quote and we will beat any comparable price. Terms: PO's are accepted from Government Agencies, Accredited Universities and School Districts only. Special Order systems require pre-payment.

SALE AMOUNT	\$7,758.75
FREIGHT	\$0.00
SALES TAX	\$619.13
<b>TOTAL</b>	<b>\$8,377.88</b>
PAID TODAY	\$0.00
<b>Balance&gt;&gt;&gt;</b>	<b>\$8,377.88</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CCY*  
 Informational  
 Action

**AGENDA ITEM:** PURCHASE OF DESIGNATED ENGLISH LANGUAGE DEVELOPMENT (ELD) INSTRUCTIONAL MATERIALS AND TRAINING PACKAGE FROM CENGAGE LEARNING

---

**BACKGROUND INFORMATION:**

Designated English Language Development (ELD) is the protected time during the regular school day, in which teachers use the California ELD standards as the focal standards in ways that build into and from content instruction in order to develop critical language that English Learners (EL) need for content learning in English.

Additional ELD instructional materials will be ordered from Cengage Learning along with a training package. These materials and teacher training will benefit EL students in our middle schools. Cost implications include \$16,440.76 for materials and \$3,950.00 for the training session, which is scheduled for January 30, 2020.

**RECOMMENDATION:**

Approve/Ratify the purchase of Designated ELD instructional materials and training session from Cengage Learning for middle school English learner students at the cost of \$20,390.76 from the Title II and III Funds.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement – All students, including English Learners will improve in all content areas  
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.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *(Signature)*

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

**\$20,390.76**

(Amount)

**Title II & III Funds**

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*(Signature of Gina A. Potter)*

Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board



For Fastest Order Processing and Fulfillment, please use our electronic order entry below, instead of fax or email.

Confidential Price Quote (4298273)

[Submit Customer Purchase Order Here](#)

1/9/2020

Pricing on this Proposal Guaranteed: **10/5/2020**

**Presented To:** Elizabeth Originales, [elizabeth.originales@sysdschools.org](mailto:elizabeth.originales@sysdschools.org)

**Prepared By:** Rachel Farrell, (714) 330-0770, [rachel.farrell@cengage.com](mailto:rachel.farrell@cengage.com)

SHIP TO: San Ysidro School  
District  
Elizabeth Originales  
4350 Otay Mesa Rd  
San Ysidro, CA 92173  
USA

BILL TO: San Ysidro School  
District  
Elizabeth Originales  
4350 Otay Mesa Rd  
San Ysidro, CA 92173  
USA

Cengage Learning  
ATTN: Order Fulfillment  
10650 Toebben Drive  
Independence, KY 41051  
(800) 354-9706  
<http://NGL.Cengage.com/CustomerSupport>

[View Quote in CAD](#)

Quoted Products: inside reorder Jan 2020

Qty	Update Qty	Product	Price	Quoted Price	Total
1	<input type="checkbox"/>	<b><u>Inside 2014 Fundamentals: Teacher's Edition, Volume 2 + Language Models &amp; Songs CDs + Selection &amp; Fluency CD</u></b> Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285439471 / 1285439473	\$198.25	\$198.25	\$198.25
240	<input type="checkbox"/>	<b><u>Inside 2014 Fundamentals: Student Book, Volume 2</u></b> Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285439440 / 1285439449	\$62.75	\$62.75	\$15,060.00
210	<input type="checkbox"/>	<b><u>Inside Fundamentals: Practice Book, Volume 2</u></b> National Geographic Learning 2nd Edition [K12, 2014] 9781285734682 / 1285734688	\$14.75	\$0.00	FREE

Sub-Total: \$15,258.25  
+ Tax ( %): \$1,182.51  
+ Estimated Shipping and/or Process Fee: \$0.00

**TOTAL: \$16,440.76**  
**Total Savings: \$3,097.50**

[Submit Customer Purchase Order Here](#)

P4C.4

Page 2 of 4

Thank you for your interest in Cengage Learning products.

All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage Learning.



For Fastest Order Processing and Fulfillment, please use our electronic order entry below, instead of fax or email.

Confidential Price Quote (4312052)

[Submit Customer Purchase Order Here](#)

1/9/2020

Pricing on this Proposal Guaranteed: **10/5/2020**

**Presented To:** Elizabeth Originales, [elizabeth.originales@sysdschools.org](mailto:elizabeth.originales@sysdschools.org)

**Prepared By:** Rachel Farrell, (714) 330-0770, [rachel.farrell@cengage.com](mailto:rachel.farrell@cengage.com)

SHIP TO: San Ysidro School  
District  
Elizabeth Originales  
4350 Otay Mesa Rd  
San Ysidro, CA 92173  
USA

BILL TO: San Ysidro School  
District  
Elizabeth Originales  
4350 Otay Mesa Rd  
San Ysidro, CA 92173  
USA

Cengage Learning  
ATTN: Order Fulfillment  
10650 Toebben Drive  
Independence, KY 41051  
(800) 354-9706  
<http://NGL.Cengage.com/CustomerSupport>

[View Quote in CAD](#)

Quoted Products: Inside training

Qty	Update Qty	Product	Price	Quoted Price	Total
1	<input type="checkbox"/>	<b>Inside Implementation</b> NGSL Marketing 1st Edition [K12, 2012] 9781285021256 / 1285021258	\$3,000.00	\$3,000.00	\$3,000.00
1	<input type="checkbox"/>	<b>Product Training Webex K-8</b> National Geographic Learning 1st Edition [K12, 2017] 9781337908467 / 1337908460	\$950.00	\$950.00	\$950.00

Sub-Total: \$3,950.00  
+ Estimated Shipping and/or Process Fee: \$0.00

**TOTAL: \$3,950.00**

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.

All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage Learning.

**14C.4**

**Page 4 of 4**

As per Cengage Learning Representative, this statement is meant to keep pricing information confidential from other publishing companies and/or competitors.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** FIELD TRIP TO THE FLEET SCIENCE CENTER FOR STUDENTS AND FAMILIES TO PARTICIPATE IN THE HIGH TECH FAIR

---

**BACKGROUND INFORMATION:**

The Coordinator of Full Services, Community Schools and Attendance is requesting approval for students and families from San Ysidro Middle and Vista Del Mar Middle Schools to participate in the High Tech Fair, which will take place on February 6, 2020 at the Fleet Science Center in San Diego from 5:00-8:00 p.m.

The High Tech Fair is free event for students and their families to learn about the opportunities available to them as they pursue a career within a scientific field. In this event, the science that students learn in the classroom is complemented with real-life applications through interactive experiences provided by participating local STEM (science, technology, engineering and mathematics)-related industries.

There are no direct costs to this event, as transportation services for students and parents will be sponsored by the Fleet Science Center.

**RECOMMENDATION:**

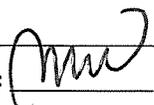
Approve the participation of students and their families from San Ysidro Middle and Vista Del Mar Middle Schools at the High Tech Fair scheduled for February 6, 2020 at no direct cost to the District.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 2: Safety, Climate and Student Engagement – Action 2.6: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

Sponsored by Fleet  
Science Center

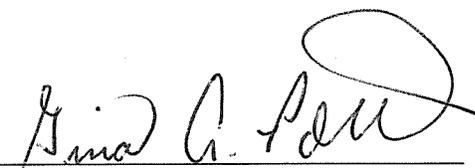
(Amount)

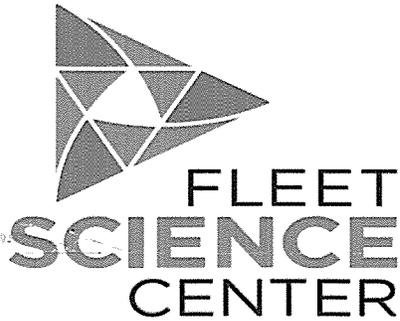
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board



# HIGH TECH FAIR

## ¡La Feria de Tecnología viene al Balboa Park! High Tech Fair comes to Balboa Park!



Ven a participar en este evento  
**gratis** para toda la familia

Join us for this **free** family friendly  
event with hands on activities

jueves, 6 de febrero, 2020  
February 6<sup>th</sup> 2020  
5PM- 8PM

Aprende acerca de las nuevas tecnologías  
y oportunidades para sus estudiantes.

Learn about new tech and opportunities  
for your students

Compañías tendrán actividades para toda  
la familia, representando a industria  
como:

- AEROSPACIO / TRANSPORTE
- AGRICULTURA
- BIOTECNICA / BIOMEDICA
- COMPUTADORAS / ROBÓTICAS
- INGENIERIA / ELECTRONICA
- ¡Y MAS!

**¡Transportación y  
pizza incluidos!**

**Transportation &  
pizza included!**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:** Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CLG*  
 Informational  
 Action

**AGENDA ITEM:** DISTRICT PARTICIPATION IN DIFFERENTIATED ASSISTANCE FOR CALIFORNIA'S SYSTEM OF SUPPORT

---

**BACKGROUND INFORMATION:**

County superintendents, the California Department of Education, charter authorizers, and the California Collaborative for Educational Excellence provide differentiated assistance for LEAs and schools, in the form of individually designed assistance, to address identified performance issues, including significant disparities in performance among student groups.

California's new accountability and continuous improvement system is based on a three-tiered framework, with the first tier made up of resources and assistance that is made available to all local educational agencies. Differentiated assistance is the second tier of assistance that one or more agency is required by statute to provide to local educational agencies or schools that meet certain eligibility criteria. The third tier is intensive intervention, which is generally required based on persistent performance issues over a specified period of time.

Our District has been identified as a district in Differentiated Assistance as a result of our data on the California Dashboard. The San Diego County Office of Education will provide support in the identification of the District's strengths and challenges utilizing a continuous improvement model in order to address identified performance issues and disparities among student groups. Part of the Differentiated Assistance process is to create a District Team.

San Ysidro Differentiated Assistance team will participate in the following meetings:

- January 21, 2020 ~ **In-Take Meeting #2**
- January 31, 2020 ~ **Data Institute**
- February 26, 2020 ~ **Root Cause Institute**
- May 28, 2020 ~ **Implementation Support Institute**

**RECOMMENDATION:**

For information only.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal #1: Student Achievement ~ All students, including English Learners, will improve annually in all content areas.

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

Business Services Reviewed: *mw*

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

N/A

  
(Amount)

(Name of funding source and/or location)

Recommended for:     **Approval**     **Denial**    Certification Requested     **Yes**     **No**

**Superintendent's Office Certification:**

*Gina A. Potter*  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

## San Ysidro School District DA Eligibility Summary

### Students with Disabilities (SWD)

Dashboard Indicator	Color	Status	Change Level	Summary
Priority 4- Pupil Achievement (ELA & Mathematics Indicators)	ELA: Orange	Very Low	Increased	Average distance from Standard is. -108.2 points. Difference between current status and prior status is 9 points.
	Mathematics: Red	Very Low	Maintained	Average distance from Standard is. -142 points. Difference between current status and prior status is -1.4 points.
Priority 5- Chronic Absence	High/Red	High/Red	Increased Significantly	The Chronic Absence rate increased 5.7 percentage points from prior year to 15.4% for SWD. The number chronically absent increased from 62 to 103 students.

Source: <https://www.caschooldashboard.org/>

### Partnership Expectations (Give-Get)

As we work in partnership to build improvement knowledge and practices to maximize outcomes for all students, SDCOE and (Insert District name) agree to the following practices, processes, and goals:

What we offer	How we work	What we ask of LEAs
<ul style="list-style-type: none"> <li>● Support for district teams in building capacity related to systems investigation and data literacy</li> <li>● A set of improvement tools in support of continued growth and improvement</li> <li>● Support for narrowing focus on high leverage actions that improve student outcomes</li> <li>● Community building processes to reinforce the positive partnership between the district and the county office team</li> <li>● Dedicated team members to support the district team through the improvement journey</li> <li>● Dashboard to dashboard support</li> </ul>	<ul style="list-style-type: none"> <li>● Provide differentiated assistance through               <ul style="list-style-type: none"> <li>○ In-person institutes, interim study sessions, coaching support, and consolidation of findings through action periods to support district teams</li> <li>○ Virtual and in-person support to sustain work between on-site visits</li> </ul> </li> <li>● Ensure professional learning sessions are connected to current needs</li> <li>● Use iterative processes of learning and improvement</li> <li>● Support the K-12 system as it faces ambiguity amid the change process</li> <li>● Focus on data, research, and established best practice</li> </ul>	<ul style="list-style-type: none"> <li>● District management team is engaged in the process and actively supports system investigation and the development of change ideas</li> <li>● Identify one (1) Cabinet level leader to function as the district Differentiated Assistance Team Lead</li> <li>● Designate one (1) district team member to function as the data lead</li> <li>● Establish a Differentiated Assistance team comprised of:               <ul style="list-style-type: none"> <li>○ One or more members of the LCAP development team</li> <li>○ One or more members of the district instructional leadership/student services team</li> <li>○ One or more site level leader</li> <li>○ One or more classroom teacher</li> </ul> </li> <li>● Engage in an initial district DA team meeting to develop commitments to the work</li> <li>● Engage in learning institutes and complete necessary pre-work prior to the sessions</li> <li>● Commitment to evaluating and improving current systems through a continuous improvement lens</li> <li>● Alignment of initiatives/change ideas to strategic plans</li> <li>● Tolerate ambiguity amid systems change</li> </ul>
<p>What we create collaboratively</p>		
<ul style="list-style-type: none"> <li>● Sustainable improvement process that is aligned to increased positive outcomes for students</li> </ul>	<ul style="list-style-type: none"> <li>● High leverage actions that inform initial and long term strategic planning to support continued district improvement efforts</li> </ul>	

## San Diego County of Education-LEA

Establishing purposeful, active, and effective improvement processes in Local Educational Agencies (LEAs) is essential to improving education. Capacity development for improvement requires a commitment of LEA and COE time and attention. Once implementation capacity is established, it can provide the foundation to support, sustain, and improve the full and effective use of a number of effective education practices districtwide for generations of students for decades to come.

The purpose of the SDCOE Differentiated Assistance process is to help LEAs enhance district capacity to provide the critical content and foundation for establishing large-scale, sustainable, high-fidelity implementation of effective education practices to maximize academic and social outcomes of all K-12 students. This work is accomplished through the use of the science of improvement and strategies for organization change.

The following Give and Get highlights critical aspects of the partnership between SDCOE and San Ysidro School District.

  
Signature, LEA Representative

01-10-2020

Date

Signature, SDCOE Representative

Date

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:**  
Ocean View Hills Elementary  
Consuelo Carranza, Principal

**INITIAL:** CY  
 Informational  
 Action

**AGENDA ITEM:** PURCHASE OF TRAINING PACKAGE FROM BENCHMARK EDUCATION FOR OCEAN VIEW HILLS SCHOOL

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**BACKGROUND INFORMATION:**

The Principal at Ocean View Hills School is requesting approval to offer two days of professional development to teachers from Benchmark Education, which is the publisher we have for the current English Language Arts (ELA) instructional materials.

These training sessions are designed to support the implementation of the instructional strategies embedded within Benchmark Education resources. Teachers will observe first-hand demonstration lessons with students. After each demonstration lesson, teachers and trainer will debrief to analyze, reflect, and address student achievement and next steps while considering transferrable teaching practices for any lesson.

Training package was included and previously approved in the School Plan for Student Achievement. Sessions are scheduled for January 22 and 23, 2020.

**RECOMMENDATION:**

Approve/ratify the training package from Benchmark Education to provide two customized days of professional development for teachers at Ocean View Hills School at a total cost of \$6,300.00 from the Title I fund.

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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.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MW  
Requisition #

Financial Implications?    Are funds for this item available in the 2019-2020 Budget?  
 Yes     No        Yes     No

\$6,300.00  
(Amount)

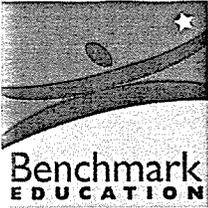
Title I Fund  
(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board



**BENCHMARK  
EDUCATION  
COMPANY**  
145 Huguenot Street, 8th Floor  
New Rochelle, New York 10801

**Contact representative**  
Mechelle Pedregal  
Email: [mpedregal@benchmarkeducation.com](mailto:mpedregal@benchmarkeducation.com)  
Office Phone:  
Phone: (619) 395-0668

QUOTE: 10546

**Customer:**  
OCEAN VIEW HILLS SCHOOL  
4919 DEL SOL BLVD  
ATTN ELIZABETH MORENO  
SAN DIEGO CA 92154

**Ship To:**  
OCEAN VIEW HILLS SCHOOL  
4919 DEL SOL BLVD  
ATTN: Consuelo Carranza  
SAN DIEGO CA 92154

ProdCode	Title	Unit Price	Qty	Total Price
PR897C	PD-Training : Customized Days (Consecutive)	\$3,150.00	2	\$6,300.00

Subtotal	Discount Total	Sales Tax	Shipping Cost	Total
\$6,300.00		\$0.00	\$0.00	\$6,300.00

**Memo**

- \* The above pricing cannot be combined with any other offers.
- \* Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
- \* All Core digital subscriptions will end on July 31st the last year of the term purchased

**Terms of Service**

\* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (see below). Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

School Purchase Order Number: \_\_\_\_\_

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

<p><b>SEND ORDER TO:</b> Benchmark Education Company 6295 Commerce Center Drive, Suite B  Groveport, OH 43125-1160 Email: <a href="mailto:neworders@benchmarkeducation.com">neworders@benchmarkeducation.com</a> Phone: 877-236-2465  Fax: 877-732-8273</p>
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**The terms of service do not apply to Professional Development, but the term is standard on our quotes.**

14C.7

Page: 1 of 1	Customer #: B04946274	Quote: 10546	<b>Page 2 of 2</b>
Quote Date: 12/10/2019	E01771 Curtis Coleman		

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CCJ*  
 Informational  
 Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS – JANUARY

**BACKGROUND INFORMATION:**

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the January 23, 2020 Board meeting:

- San Diego School Counselor Con 2020
- International Multilingual Education Conference
- Mental Health in Schools Collaborative
- Differentiated Assistance Data Institute
- 17<sup>th</sup> Annual Early Years Conference 2020 ~ Integrating STEAM into the Early Childhood Education Setting
- Governor’s Budget Workshop
- Equity, Disproportionality & Design
- CASBO 2020 Annual Conference
- Restorative Practices - Alternatives to Suspension
- 2020 ADR Conference
- Differentiated Assistance Root Cause Institute
- Every Child Counts Symposium

Cost implications might include: Registration fees, lodging, parking, meals, mileage and substitute teacher compensation, as needed.

- National Center for Urban School Transformation (NCUST) Site Visit

**RECOMMENDATION:**

Approve/Ratify the attendance and participation of District staff (see attached list) to the different professional developments, as scheduled.

**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.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *[Signature]*

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

*[Handwritten Requisition Number]*

APPROXIMATE COST  
**\$10,225.00**  
(Amount)

General, QPI, CSPP & SMAA Funds  
(Name of funding source and/or location)

Recommended for:  Approval     Denial    Certification Requested:  Yes     No

**Superintendent’s Office Certification:**

*[Signature of Gina A. Potter]*  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

**PROFESSIONAL DEVELOPMENT****ITEM 14D.8**

Approve/Ratify the attendance and participation of District staff to the different professional developments, as scheduled.

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Lupita Garcia, Dalia Gonzalez, Sylvia Robledo	San Diego School Counselor Con 2020	San Diego	March 9, 2020	\$600.00	General Fund
Oscar Madera, Denise Villezcas, Rick Quintana, Kathleen Cordero, Karina Victorino	Mental Health in Schools Collaborative	SDCOE	April 17, 2020	\$0	No Cost
Kathleen Cordero	2020 ADR Conference	Riverside, CA	March 16-17, 2020	\$900.00	To be reimbursed by SELPA
Russell Little	International Multilingual Education Conference	Los Angeles	January 18, 2020	\$150.00	General Fund
Lorena Varela-Reed, Nancy Serrano ----- Ana Sepulveda Nunez, Audrey Valveken, Begonia Hidalgo, Belinda Meza, Brianna Beltran, Cecilia Cruz, Charleen Lopez, Cristina Rivera-Ortiz, Cynthia Luna, Dulce Huerta, Ernestina Lopez, Esmeralda Morales, Eva Duarte, Eva Marquez Lario, Gladys Lopez, Graciela Calderon, Ilzeth Soler, Jazmin Aramburo, Jihan Garcia, Johana Serrano, Kayla Edgmon, Leticia Martinez de Garcia, Lydia Corona, Martha Gutierrez, Matilde Diaz, Meliza Rubio, Natalia Franco, Olivia Garcia, Ruth Gallegos, Sandra Ferguson, Sarely Lazo, Yahilyn Segura	17th Annual Early Years Conference 2020 ~ Integrating STEAM into the Early Childhood Education Setting	San Diego	March 6, 2020 ----- March 7, 2020	\$4,250.00	QPI & CSPP Funds

Maria Rodriguez, Maria Preciado	Restorative Practices – Alternatives To Suspension	Santa Ana, CA	February 10, 2020	\$700.00	General Fund
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Omar Calleros, Laura English, Maria Rodriguez, Luis Ramos, David Alkass, Marcos Mendoza	Differentiated Assistance Data Institute	San Diego	January 31, 2020	Mileage	General Fund
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Omar Calleros, Laura English, Maria Rodriguez, Luis Ramos, David Alkass, Marcos Mendoza	Differentiated Assistance Root Cause Institute	San Diego	February 26, 2020	Mileage	General Fund
Marilyn Adrianzen, Amber Elliott, Pat Caro	CASBO 2020 Annual Conference	San Diego	February 17, 2020	\$240.00 + Mileage	General Fund
Humberto Gurmilan, Pat Caro	Governor’s Budget Workshop	SDCOE	January 21, 2020	\$0	No Cost
Oscar Madera, Denise Villezcas, Rick Quintana, Kathleen Cordero,	Equity, Disproportionality & Design	SCREC	February 13, 2020	\$0	No Cost
Oscar Madera, Rick Quintana,	Every Child Counts Symposium	Palm Desert, CA	February 5-7, 2020	\$2,700.00 For Lodging +1,225.00 for Registration	SMAA Fund, Registration paid by SELPA
Maria Preciado	National Center for Urban School Transformation (NCUST) Site Visit	Brownsville, Texas	February 11-13, 2020	\$0	No Cost

# **BUSINESS**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:**   
 Informational  
 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 #6 (December 4, 2019 through January 10, 2020):  
▪ General Fund: 0000005868-0000005870, 0000005872-0000005880, 0000005883-0000005900, 0000005902-0000005919, 0000005921-0000005930  
▪ Child Development Fund: 0000005920 ▪ Child Nutrition Fund: 0000005881-0000005882, 0000005901

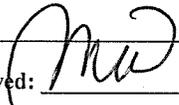
**RECOMMENDATION:**

Approve/Ratify the following purchase orders incurred by the District during the period December 4, 2019 through January 10, 2020.

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

Varies  
(Amount)

As listed above  
(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

PURCHASE ORDER REPORT (12/04/19 - 01/13/20)

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005868	12/14/2019	AMAZON.COM, INC.	004678		0100	0000000	4300012	020	838.07
0000005869	12/14/2019	WAXIE SANITARY SUPPLY	000136		0100	0000000	4300020	069	3,820.18
0000005870	12/15/2019	OFFICE DEPOT	000809		0100	0000000	4300011	022	462.51
0000005872	12/16/2019	AMAZON.COM, INC.	004678		0100	0000000	4300011	064	1,175.00
0000005873	12/16/2019	CURRICULUM ASSOC. INC.	000437		0100	3010000	4300001	025	5,224.53
0000005874	12/16/2019	SOUTHWEST SCHOOL & OFFICE	003377		0100	0000000	4300001	020	2,532.66
0000005875	12/19/2019	FIREHAWK	001610		0100	8150000	5600005	070	1,913.37
0000005876	12/10/2019	SAN DIEGO COUNTY SUPERINTENDEN	003311		0100	0000000	5710001	073	954.67
0000005877	12/10/2019	AMERESCO, INC.	000000118		0100	9625000	6200001	010	151,789.75
0000005878	12/10/2019	BEST BEST & KRIEGER LLP	004309		0100	0000000	5800002	063	20,978.73
0000005879	12/11/2019	SAN DIEGO COUNTY SUPERINTENDEN	003311		0100	0000000	5200003	064	1,360.00
0000005880	12/11/2019	GYM CLOSET	002913		0100	0000000	4300013	025	1,055.13
0000005883	12/11/2019	MOBYMAX LLC	000000674		0100	0000000	5800006	024	699.00
0000005884	12/12/2019	CREATIVE BUS SALES, INC.	004686		0100	0982000	5600005	074	5,455.91
0000005885	12/12/2019	ONE TRIPP TREE SERVICE INC.	004857		0100	8150000	5600005	070	928.00
0000005886	12/12/2019	AMAZON.COM, INC.	004678		0100	3010000	4300001	022	319.02
0000005887	12/13/2019	ROYAL LINES	000675		0100	0000000	5800018	025	1,060.80
0000005888	12/13/2019	DASH MEDICAL GLOVE INC.	004556		0100	5640000	4300010	052	1,597.18
0000005889	12/13/2019	TERRI SATHER	000000696		0100	0982000	5600005	074	1,275.00
0000005890	12/13/2019	GUILLERMO SOLORIO	000000657		0100	0300486	4300015	024	700.00
0000005891	12/16/2019	WILLIAM V. MAC GILL & CO.	001755		0100	0000000	4300010	025	114.86
0000005892	12/16/2019	YARIJANIAN & ASSOCIATES, PC	000000697		0100	0000000	5800150	054	4,400.00
0000005893	12/16/2019	AMAZON.COM, INC.	004678		0100	0000000	4300011	071	129.35
0000005894	12/16/2019	BEST BEST & KRIEGER LLP	004309		0100	0000000	5800002	063	10,978.20
0000005895	12/16/2019	DATEL SYSTEMS INCORPORATED	000000354		0100	0000001	4400000	061	10,536.87
0000005896	12/16/2019	VERITIV OPERATING COMPANY	001532		0100	0000000	4300050	073	774.18
0000005897	12/17/2019	WAXIE SANITARY SUPPLY	000136		0100	0000000	4300020	069	2,708.83
0000005898	12/17/2019	PNC EQUIPMENT FINANCE, LLC	000000327		0100	9625000	7438000	010	51,758.06
0000005898	12/17/2019	PNC EQUIPMENT FINANCE, LLC	000000327		0100	9625000	7439000	010	197,073.66
0000005899	12/17/2019	LENOVO FINANCIAL SERVICES	000000115		0100	0000001	4300002	010	252,742.17
0000005900	12/17/2019	JOHNSON CONTROLS	001278		0100	8150000	5600005	070	10,270.17
0000005902	12/17/2019	SCHOLASTIC, INC	000273		0100	0000000	4300001	012	1,854.16
0000005903	12/17/2019	SIR SPEEDY PRINTING 02890	004601		0100	0000000	4300011	063	242.45
0000005904	12/17/2019	SOUTH BAY FENCE, INC.	000762		0100	8150000	5600005	070	2,450.00
0000005905	12/17/2019	SAFEMAY INC. -VONS DIVISION	000778		0100	0000000	4300015	064	1,000.00
0000005906	12/17/2019	RUSS' BEE REMOVAL	001452		0100	0000000	5600005	069	2,000.00
0000005907	12/17/2019	WAL- MART COMMUNITY/GEGRB	003192		0100	0300008	4300015	022	1,000.00
0000005908	12/19/2019	AMAZON.COM, INC.	004678		0100	0980002	4300001	061	364.77
0000005909	12/20/2019	DATEL SYSTEMS INCORPORATED	000000354		0100	0000000	4400000	024	1,505.29
0000005910	12/20/2019	SMART & FINAL	002771		0100	0490000	4300015	052	400.00
0000005911	12/20/2019	CDW GOVERNMENT LLC	001012		0100	0000000	4300001	024	7,861.50
0000005912	12/20/2019	KONE INC	001093		0100	8150000	5600005	070	937.05

14D.1

PURCHASE ORDER REPORT (12/04/19 - 01/13/20)

PO No.	PO Date	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005913	12/20/2019	CDW GOVERNMENT LLC	001012		TECHNOLOGY EQUIPMENT	0100	0000001	4400000	061	56,080.50
0000005914	12/20/2019	DANNIS WOLIVER KELLEY	0000000390		LEGAL SERVICES	0100	0000000	5800150	054	5,324.50
0000005915	12/20/2019	ROYAL LINES	000675		CONTRACTED SERVICES	0100	0000000	5800017	016	2,400.00
0000005916	12/20/2019	AMAZON.COM, INC.	004678		OFFICE SUPPLIES	0100	0000000	4400000	061	2,550.44
0000005917	12/20/2019	LAKESHORE	000146		INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	1,551.42
0000005918	1/8/2020	PARKHOUSE TIRE INC	0000000621		FOUNDATIONS SUPPLIES	0100	0000000	5600005	069	1,365.11
0000005919	1/8/2020	PEARSON	003722		INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	206.88
0000005921	1/8/2020	DEPARTMENT OF INDUSTRIAL	000579		CONTRACTED SERVICES	0100	8150000	5600005	070	500.00
0000005922	1/8/2020	CREATIVE BUS SALES, INC.	004686		MECHANIC SUPPLIES	0100	0982000	4300060	074	1,105.96
0000005923	1/8/2020	SMART & FINAL	002771		REFRESHMENTS	0100	0000000	5800000	071	250.00
0000005924	1/8/2020	WILKINSON HADLEY KING &	000124		PROFESSIONAL SERVICES	0100	0000000	5800001	071	10,950.00
0000005925	1/9/2020	OFFICE DEPOT	000809		INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	209.51
0000005926	1/9/2020	SOUTH BAY FENCE, INC.	000762		CONTRACTED SERVICES	0100	8150000	5600005	070	1,350.00
0000005927	1/9/2020	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	71.05
0000005928	1/9/2020	A. MACIEL PRINTING LLC	0000000701		CONTRACTED SERVICES	0100	0000000	5800000	071	6,338.36
0000005929	1/10/2020	GENGAGE LEARNING	004265		INSTRUCTIONAL SUPPLIES	0100	4035000	5800010	061	20,390.76
0000005930	1/10/2020	FORD OF CHULA VISTA	0000000689		CONTRACTED SERVICES	0100	8150000	5600005	070	62.01
					<b>Total fo 0100</b>					<b>875,947.58</b>
0000005920	1/8/2020	SAN DIEGO COUNTY SUPERINTENDEN	003311		REGISTRATION FEES	1200	6105000	5200003	076	4,250.00
					<b>Total for 1200</b>					<b>4,250.00</b>
0000005881	12/11/2019	PANERA BREAD COMPANY	0000000491		CATERING FOOD	1300	5310000	5800030	085	7,000.00
0000005882	12/11/2019	ECOLAB	000726		CAFETERIA SUPPLIES	1300	5310000	4300028	085	3,000.00
0000005901	12/17/2019	COUNTY OF SAN DIEGO	000901		CONTRACTED SERVICES	1300	5310000	5800000	085	3,000.00
					<b>Total for 1300</b>					<b>13,000.00</b>
					<b>Grand Total</b>					<b>893,197.58</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL** MW  
 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 December 6, 2019 through January 13, 2020 with checks #14-624485 through #14-635378 for a total expenditure of \$1,642,805.98 from the following sources:

- General Fund - \$1,486,579.58
- Child Nutrition- \$156,226.40

**RECOMMENDATION:**

Approve/Ratify the expenditures incurred by the District during the period of December 6, 2019 through January 13, 2020 for a total expenditure of \$1,642,805.98.

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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.

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>MW</u>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="text"/>
<input type="text" value="\$1,642,805.98"/> (Amount)	<input type="text" value="Various (see above)"/> (Name of funding source and/or location)				

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Recommended for:  Approval  Denial Certification Requested  Yes  No  
**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14624485	BMR HEALTH SERVICES, INC	12/6/2019	46643.68	0100	PROFESSIONAL SERVICES
14624486	ARDOR HEALTH SOLUTIONS	12/6/2019	9025	0100	PROFESSIONAL SERVICES
14624487	REENA PATEL	12/6/2019	3500	0100	PROFESSIONAL SERVICES
14624488	SMART & FINAL	12/6/2019	418.67	0100	REFRESHMENTS
14624997	SAN YSIDRO SCHOOL DISTRICT	12/9/2019	2934.54	0100	PCARD REPLENISH
14624998	ABA EDUCATION FOUNDATION	12/9/2019	2125.5	0100	PROFESSIONAL SERVICES
14625469	MY PT SAN DIEGO	12/10/2019	5822.5	0100	PROFESSIONAL SERVICES
14625470	SAN DIEGO GAS & ELECTRIC	12/10/2019	625.29	0100	CONTRACTED SERVICES
14625471	AT&T	12/10/2019	5020.91	0100	UTILITIES - PHONE SERVICES
14625472	SAN YSIDRO SCHOOL DISTRICT	12/10/2019	45000	0100	RCF INCREASE OF FUNDS
14626131	CORODATA RECORDS MANAGEMENT, INC.	12/11/2019	340.18	0100	CONTRACTED SERVICES
14626132	MRC SMART TECHNOLOGY SOLUTIONS	12/11/2019	12757.56	0100	PRINTERS LEASE AGREEMENT
14626133	XEROX FINANCIAL SERVICES	12/11/2019	9274.25	0100	PROFESSIONAL SERVICES
14626134	GARY SNEAG O.D. OPTOMETRIC CORP	12/11/2019	300	0100	PFOFESSIONAL SERVICES
14626135	PANERA BREAD COMPANY	12/11/2019	352.61	0100	REFRESHMENTS
14626136	KIMBALL MILDWEST	12/11/2019	815.95	0100	MAINTENANCE SUPPLIES
14626137	RICHARD BOEGER	12/11/2019	145.45	0100	REIMBURSEMENT
14626138	DEMCO INC.	12/11/2019	146.54	0100	INSTRUCTIONAL SUPPLIES
14626139	SAN DIEGO GAS & ELECTRIC	12/11/2019	4202.22	0100	CONTRACTED SERVICES
14626140	PARADIGM HEALTHCARE SERVICES	12/11/2019	971.03	0100	PROFESSIONAL SERVICES
14626141	DUNN-EDWARDS CORP.	12/11/2019	1751.17	0100	MAINTENANCE SUPPLIES
14626142	HAWTHORNE MACHINERY	12/11/2019	12276.88	0100	CONTRACTED SERVICES
14626143	SPRINT	12/11/2019	3321.38	0100	CONTRACTED SERVICES
14626144	REFRIGERATION SUPPLIES	12/11/2019	341.96	0100	MAINTENANCE SUPPLIES
14626145	SAFEWAY INC. - VONS DIVISION	12/11/2019	42	0100	INSTRUCTIONAL SUPPLIES
14626146	OFFICE DEPOT	12/11/2019	3344.26	0100	OFFICE SUPPLIES
14626147	JOHNSON CONTROLS	12/11/2019	7909.89	0100	CONTRACTED SERVICES
14626148	REPUBLIC SERVICES	12/11/2019	14940.17	0100	CONTRACTED SERVICES
14626149	EWING IRRIGATION	12/11/2019	1647.18	0100	GROUNDS SUPPLIES
14626150	RANCHO SAN DIEGO NURSERY INC	12/11/2019	476.2	0100	GROUNDS SUPPLIES
14626151	FERGUSON ENTERPRISES,INC#1350	12/11/2019	458.62	0100	MAINTENANCE SUPPLIES
14626152	HARBOR FREIGHT TOOLS	12/11/2019	120.48	0100	INSTRUCTIONAL SUPPLIES
14626153	WAL- MART COMMUNITY/GEGRB	12/11/2019	114.91	0100	INSTRUCTIONAL SUPPLIES

EXPENDITURE REPORT 12/06/19-01/13/20

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14626154	SOUTHWEST SCHOOL & OFFICE	12/11/2019	454.51	0100	INSTRUCTIONAL SUPPLIES
14626155	BATTERY SYSTEMS	12/11/2019	347.62	0100	GROUPS SUPPLIES
14626156	TEAMTALK NETWORK	12/11/2019	397.8	0100	CONTRACTED SERVICES
14626157	AMS - ACOUSTICAL MATERIAL	12/11/2019	199.31	0100	MAINTENANCE SUPPLIES
14626158	RUSSELL SIGLER, INC	12/11/2019	611.93	0100	MAINTENANCE SUPPLIES
14626159	BEST BEST & KRIEGER LLP	12/11/2019	39308.83	0100	LEGAL FEES
14626160	GALLAGHER BENEFIT SERVICES, INC	12/11/2019	443.7	0100	PROFESSIONAL SERVICES
14626161	OTAY MESA SALES INC.	12/11/2019	317.08	0100	MAINTENANCE SUPPLIES
14626162	FUN AND FUNCTION, LLC	12/11/2019	246.31	0100	INSTRUCTIONAL SUPPLIES
14626163	SPARKLETT'S	12/11/2019	501.65	0100	CONTRACTED SERVICES
14626977	MAXIM HEALTHCARE SERVICES, INC	12/12/2019	30577.03	0100	PROFESSIONAL SERVICES
14626978	CAPITOL ADVISORS GROUP, LLC	12/12/2019	2000	0100	PROFESSIONAL SERVICES
14626979	THE ED LADDER	12/12/2019	1035	0100	CONTRACTED SERVICES
14626980	ALMA BACA SANCHEZ	12/12/2019	78	0100	REIMBURSEMENT
14626981	THE INSTITUTE FOR EFFECTIVE	12/12/2019	11604.11	0100	PROFESSIONAL SERVICES
14626982	ASELTINE SCHOOL	12/12/2019	4724.26	0100	PROFESSIONAL SERVICES
14626983	STAFF REHAB	12/12/2019	2138.26	0100	PROFESSIONAL SERVICES
14627643	OMAR CALLEROS	12/13/2019	167.87	0100	MILEAGE
14627644	WINET PATRICK GAYER CREIGHTON	12/13/2019	5957.9	0100	LEGAL SERVICES
14627645	COMMUNITY PLAYTHINGS	12/13/2019	1939.5	0100	INSTRUCTIONAL SUPPLIES
14627646	CROWN AWARDS	12/13/2019	3519.27	0100	OFFICE SUPPLIES
14627647	AARDVARK ANT & PEST CONTROL INC.	12/13/2019	820	0100	CONTRACTED SERVICES
14627648	DECLUES, BURKETT & THOMPSON, APC	12/13/2019	504	0100	LEGAL FEES
14627649	MOBYMAX LLC	12/13/2019	597	0100	INSTRUCTIONAL SUPPLIES
14627650	CENTER FOR EDUCATION & EMPLOYMENT LA	12/13/2019	283.95	0100	OFFICE SUPPLIES
14627651	VICTORIA BOONE	12/13/2019	38.43	0100	REIMBURSEMENT
14627652	CDW GOVERNMENT LLC	12/13/2019	509.67	0100	OFFICE SUPPLIES
14627653	GOPHER SPORT	12/13/2019	598.63	0100	INSTRUCTIONAL SUPPLIES
14627654	ANIXTER INC	12/13/2019	595.78	0100	MAINTENANCE SUPPLIES
14627655	COOLE SCHOOL	12/13/2019	690.7	0100	INSTRUCTIONAL SUPPLIES
14627656	CALIFORNIA ELECTRIC SUPPLY	12/13/2019	879.2	0100	MAINTENANCE SUPPLIES
14627657	OPTIMUM FLOORCARE	12/13/2019	1750.53	0100	CUSTODIAL SUPPLIES
14627658	US GAMES	12/13/2019	579.7	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14627659	XEROX CORPORATION	12/13/2019	2038.2	0100	COPIER LEASE AGREEMENT
14627660	AMERESCO, INC.	12/16/2019	151789.75	0100	PROFESSIONAL SERVICES
14627661	SCHOLASTIC, INC	12/16/2019	381.06	0100	INSTRUCTIONAL SUPPLIES
14627662	DION INTERNATIONAL TRUCK INC.	12/16/2019	2116.11	0100	CONTRACTED SERVICES
14627663	YMCA OF SAN DIEGO COUNTY	12/16/2019	76938.27	0100	PROFESSIONAL SERVICES
14627664	ANYTIME SIGN SOLUTION, INC	12/16/2019	3613.63	0100	INSTRUCTIONAL SUPPLIES
14627665	BELINDA PENA	12/17/2019	202.16	0100	REIMBURSEMENT
14627666	BIJAN ZELLI	12/17/2019	53.94	0100	MILEAGE
14627667	EBS - EDUCATIONAL BASED SERVICES	12/17/2019	56316	0100	PROFESSIONAL SERVICES
14627668	MAXIM HEALTHCARE SERVICES, INC	12/17/2019	24720	0100	PROFESSIONAL SERVICES
14627669	EFRAIN IVAN MANRIQUEZ	12/17/2019	171.91	0100	MILEAGE
14627670	SYLVIA ROBLEDO	12/17/2019	55.37	0100	REIMBURSEMENT
14627671	YOLANDA OLSZEWSKI	12/17/2019	14.76	0100	REIMBURSEMENT
14627672	GUILLERMO SOLORIO	12/17/2019	700	0100	CONTRACTED SERVICES
14627673	ENRIQUETA MENDEZ	12/17/2019	38.44	0100	REIMBURSEMENT
14627674	DAVID FARKAS	12/17/2019	129.92	0100	REIMBURSEMENT
14628472	TERRI SATHER	12/17/2019	1275	0100	PROFESSIONAL SERVICES
14628473	CITY TREASURER	12/17/2019	23870.29	0100	CONTRACTED SERVICES
14628474	SCHOLASTIC, INC	12/17/2019	3433.06	0100	INSTRUCTIONAL SUPPLIES
14628475	YMCA OF SAN DIEGO COUNTY	12/17/2019	59795.72	0100	PROFESSIONAL SERVICES
14628476	SAN YSIDRO SCHOOL DISTRICT	12/17/2019	3748.02	0100	PCARD REPLENISH
14629172	BEST BEST & KRIEGER LLP	12/17/2019	10978.2	0100	LEGAL SERVICES
14629173	SYLVIA LUGO	12/17/2019	26.58	0100	REIMBURSEMENT
14629174	AMAZON.COM, INC.	12/17/2019	11026.13	0100	INSTRUCTIONAL SUPPLIES
14629175	ONE TRIPP TREE SERVICE INC.	12/17/2019	928	0100	CONTRACTED SERVICES
14629176	KARLA MARTINEZ	12/17/2019	14.5	0100	REIMBURSEMENT
14629177	MARTA RODRIGUEZ DE TORRES	12/18/2019	33.87	0100	MILEAGE
14629178	LORENA VEGA	12/18/2019	164.6	0100	REIMBURSEMENT
14629179	LENOVO FINANCIAL SERVICES	12/18/2019	252742.17	0100	PURCHASE OF EQUIPMENT
14629180	OMAR CALLEROS	12/18/2019	263.03	0100	MILEAGE
14629181	MARK KIRCHER	12/18/2019	107.42	0100	MILEAGE
14629182	PNC EQUIPMENT FINANCE, LLC	12/18/2019	124415.86	0100	CONTRACTED SERVICES
14629183	GEARY PACIFIC SUPPLY	12/18/2019	4584.91	0100	MAINTENANCE SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14629184	PABLO J. SAINZ	12/18/2019	42.92	0100	MILEAGE
14629185	MARSHA OMELENA	12/18/2019	78.3	0100	MILEAGE
14629186	AMPLIFY EDUCATION INC.	12/18/2019	3200	0100	CONTRACTED SERVICES
14629187	ALEXIS TAPIA	12/18/2019	27.26	0100	MILEAGE
14629188	KARINA VICTORINO	12/18/2019	136.53	0100	MILEAGE
14629189	PAULO AZEVEDO	12/18/2019	173.42	0100	MILEAGE
14629191	ALMA LAURA ENGLISH	12/18/2019	160.09	0100	REIMBURSEMENT
14629192	WILLIAM PITTS	12/18/2019	66.12	0100	MILEAGE
14630256	SAN DIEGO GAS & ELECTRIC	12/18/2019	120254.71	0100	CONTRACTED SERVICES
14630257	WAXIE SANITARY SUPPLY	12/18/2019	1218.48	0100	CUSTODIAL SUPPLIES
14630258	SCHOLASTIC, INC	12/18/2019	1854.16	0100	INSTRUCTIONAL SUPPLIES
14630259	CDW GOVERNMENT LLC	12/18/2019	328.24	0100	OFFICE SUPPLIES
14630260	HOME DEPOT	12/18/2019	2924.35	0100	TECHNOLOGY SUPPLIES
14630261	JOHNSON CONTROLS	12/18/2019	10986.17	0100	CONTRACTED SERVICES
14630262	ANITA GILLCHREST	12/18/2019	53.24	0100	MILEAGE
14630263	SPINITAR/PRESENTATION PRODUCTS	12/18/2019	603.91	0100	OFFICE SUPPLIES
14630264	HD SUPPLY FACILITIES	12/18/2019	240.82	0100	MAINTENANCE SUPPLIES
14630265	ROMEO DIACOSTA	12/18/2019	63.17	0100	MILEAGE
14630266	HENRY APONTE	12/18/2019	1671	0100	INSTRUCTIONAL SUPPLIES
14630267	SIR SPEEDY PRINTING 02890	12/18/2019	527.44	0100	OFFICE SUPPLIES
14630268	ARELY AMES	12/18/2019	38.99	0100	REIMBURSEMENT
14630269	NIRVANA BUSTOS	12/18/2019	62	0100	MILEAGE
14630270	RUSS' BEE REMOVAL	12/19/2019	275	0100	CONTRACTED SERVICES
14630271	THERAPRO, INC.	12/19/2019	493.31	0100	INSTRUCTIONAL SUPPLIES
14630272	P.I.P.S.	1/2/2020	77751.66	0100	PROFESSIONAL SERVICES
14630273	THE ED LADDER	1/2/2020	765	0100	CONTRACTED SERVICES
14630274	CROSS COUNTRY STAFFING, INC.	1/2/2020	2470	0100	CONTRACTED SERVICES
14630275	STAFF REHAB	1/2/2020	1336.46	0100	PROFESSIONAL SERVICES
14630276	SAN DIEGO CENTER FOR CHILDREN	1/2/2020	3166.16	0100	PROFESSIONAL SERVICES
14630277	XEROX CORPORATION	1/2/2020	871.92	0100	MAINTENANCE AGREEMENT
14630278	FIREHAWK	1/3/2020	1913.97	0100	CONTRACTED SERVICES
14630279	B&H PHOTO,VIDEO	1/3/2020	508.56	0100	INSTRUCTIONAL SUPPLIES
14630280	DION INTERNATIONAL TRUCK INC.	1/7/2020	464.72	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14630281	REPUBLIC SERVICES	1/7/2020	15887.26	0100	CONTRACTED SERVICES
14630282	CREATIVE BUS SALES, INC.	1/7/2020	6496.25	0100	CONTRACTED SERVICES
14630283	FLYERS ENERGY	1/7/2020	6162.99	0100	BUSES FUEL
14630284	EL FOLKLOR MEXICANO INC.	1/8/2020	120.63	0100	INSTRUCTIONAL SUPPLIES
14630285	SPRINT	1/8/2020	4116.73	0100	CONTRACTED SERVICES
14631329	PITNEY BOWES	1/8/2020	382.5	0100	CONTRACTED SERVICES
14631330	CALIFORNIA DEPT. OF JUSTICE	1/8/2020	343	0100	PROFESSIONAL SERVICES
14631719	WAL- MART COMMUNITY/GEGRB	1/8/2020	393.8	0100	REFRESHMENTS
14631720	AMAZON.COM, INC.	1/8/2020	19674.55	0100	INSTRUCTIONAL SUPPLIES
14631721	DEPARTMENT OF INDUSTRIAL	1/9/2020	500	0100	CONTRACTED SERVICES
14631722	A. MACIEL PRINTING LLC	1/10/2020	6338.36	0100	PROFESSIONAL SERVICES
14631723	CREATIVE BUS SALES, INC.	1/10/2020	62905.83	0100	TRANSPORTATION EQUIPMENT
14631724	ELMY FLORES	1/13/2020	258.21	0100	MILEAGE
<b>Total 01</b>			<b>\$ 1,486,579.58</b>		
14632065	SELECTA INTERNATIONAL	12/13/2019	213.5	1300	CAFETERIA FOOD
14632066	GOLD STAR FOODS	12/13/2019	40887.37	1300	CAFETERIA FOOD
14632838	PANERA BREAD COMPANY	12/13/2019	1548.11	1300	CATERING FOOD
14632839	EVELYN ZARZOSA	12/13/2019	17.17	1300	REIMBURSEMENT
14632840	HOLLANDIA DAIRY INC.	12/13/2019	22157.91	1300	CAFETERIA FOOD
14632841	ECOLAB	12/13/2019	302.09	1300	CAFETERIA SUPPLIES
14632842	SAFEMAY INC. -VONS DIVISION	12/13/2019	250.52	1300	REFRESHMENTS
14633496	P&R PAPER SUPPLY COMPANY, INC.	12/13/2019	2660.21	1300	CAFETERIA PAPER GOODS
14633497	LLOYD PEST CONTROL CO.	12/13/2019	224	1300	CONTRACTED SERVICES
14633498	CALIFORNIA DEPARTMENT OF	12/13/2019	516.53	1300	CONTRACTED SERVICES
14633499	ACE COOLING & FREEZING	12/13/2019	242.71	1300	CAFETERIA KITCHEN
14633500	LITTLE CAESARS PIZZA	12/13/2019	942.8	1300	CAFETERIA FOOD
14633501	AMERICAN PRODUCE DISTRIBUTORS	12/13/2019	6516.09	1300	CAFETERIA FOOD
14634277	GALASSO'S BAKERY	12/13/2019	2914.16	1300	CAFETERIA FOOD
14634856	AFFORDABLE GREASE PUMPING	12/13/2019	600	1300	CONTRACTED SERVICES
14634857	COUNTY OF SAN DIEGO	12/18/2019	1212	1300	CONTRACTED SERVICES
14635366	WEX BANK	1/7/2020	3584.32	1300	CONTRACTED SERVICES
14635367	SELECTA INTERNATIONAL	1/13/2020	177.5	1300	CAFETERIA FOOD
14635368	GOLD STAR FOODS	1/13/2020	29152.81	1300	CAFETERIA FOOD

EXPENDITURE REPORT 12/06/19-01/13/20

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14635369	SYSO SAN DIEGO INC.	1/13/2020	1289.75	1300	CAFETERIA SUPPLIES
14635370	HOLLANDIA DAIRY INC.	1/13/2020	18245.43	1300	CAFETERIA FOOD
14635371	SAFEWAY INC. -VONS DIVISION	1/13/2020	17.84	1300	REFRESHMENTS
14635372	P&R PAPER SUPPLY COMPANY, INC.	1/13/2020	8233.83	1300	CAFETERIA PAPER GOODS
14635373	LLOYD PEST CONTROL CO.	1/13/2020	160	1300	CONTRACTED SERVICES
14635374	CALIFORNIA DEPARTMENT OF	1/13/2020	697.18	1300	CONTRACTED SERVICES
14635375	WAL- MART COMMUNITY/GECRB	1/13/2020	38.27	1300	CAFETERIA SUPPLIES
14635376	LITTLE CAESARS PIZZA	1/13/2020	3447.96	1300	CAFETERIA FOOD
14635377	AMERICAN PRODUCE DISTRIBUTORS	1/13/2020	6991.83	1300	CAFETERIA FOOD
14635378	GALASSO'S BAKERY	1/13/2020	2984.51	1300	CAFETERIA FOOD
<b>Total Fund 13</b>			<b>\$ 156,226.40</b>		
Grand Total			\$ 1,642,805.98		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:** MA  
 Informational  
 Action

**AGENDA ITEM:** ACCEPTANCE OF DONATIONS

**BACKGROUND INFORMATION:**

The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organizations and/or individuals on the attached list for their generous contributions to education, students and staff.

**RECOMMENDATION:**

Accept donations valued at \$2,352.91 to help support and enrich our educational programs.

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MA

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

DONATIONS  
\$2,352.91

(Amount)

Cash/Checks Only  
Donations Account

(Name of funding source and/or location)

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(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:** MW  
 Informational  
 Action

**AGENDA ITEM:** SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2019-20

**BACKGROUND INFORMATION:**

Pursuant to regulations adopted by the State of California in the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from October 1, 2019 to December 31, 2019, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
<b>Total</b>	0	N/A	N/A

**RECOMMENDATION:**

Accept the Report of William's Settlement related complaints for the second quarter from October 1, 2019 to December 31, 2019 of the 2019-20 school year for submission to the San Diego County Office of Education.

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

Goal No. 2: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MW

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

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

--  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

Gina A. Potter  
Gina A. Potter, Ed.D. Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:** Maintenance, Operations, Transportation & Facilities  
Paulo Azevedo, Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** RFQ AWARD AND AGREEMENT WITH WLC ARCHITECTS, INC. FOR  
MASTER FACILITIES PLANNING DESIGN SERVICES

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**BACKGROUND INFORMATION:**

A comprehensive Facilities Master Plan is an essential element of a district's planning process. The Facilities Master Plan provides the district with information regarding current and future needs for student housing, quality of the existing facilities, and facilities renovation and expansion requirements to support the district's educational and programmatic goals. A Master Plan also assists a district in identifying funding needs for capital improvement and developing financing options. The facilities master plans include accurate projections regarding enrollment, careful determination of school site capacity, consideration of educational specifications, a detailed needs assessment and conclusions and recommendations about the availability and timing of financing and funding.

The District published a Request for Qualifications (RFQ) for Architectural and Engineering Design Services Facilities Master Plan and Related Projects. Ten RFQs were received from qualified firms. After careful review of the documentation received, a firm was selected based on the qualifications and the needs of the District.

The District recommends awarding the RFQ for the preparation of an Architectural and Engineering Design Services Facilities Master Plan and Related Projects to WLC Architects, Inc.

**RECOMMENDATION:**

Award the RFQ for the preparation of a Facilities Master Plan and approve the agreement with WLC Architects, Inc. to provide comprehensive master planning design services at a cost of \$75,000.00 from the General fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes    No

Yes    No

**\$75,000.00**

(Amount)

**General Fund**

(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D. Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the San Ysidro School District, hereinafter called the "District", and

WLC Architects, Inc.  
Company/Consultant

(909) 987-0909  
Telephone Number

8163 Rochester Avenue, Suite 100, Rancho Cucamonga, CA 91730  
Address

www.wlcarchitects.com  
Website

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES – Time is of the essence**

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 – Time is of the essence**

Initial Term:

From: January 24, 2020 To: Project Completion

The Initial 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.

## **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 Company Contract 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 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 **\$2,000,000** per occurrence.
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 **\$2,000,000** 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 **\$2,000,000 per occurrence**, \$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 \_\_\_\_\_**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

#### Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

#### Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the District.

#### Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

#### Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## 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 seven (7) 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 PUBLIC RECORDS ACT

Consultant acknowledges that the District is a public agency subject to the requirements of the California Public Records Act Cal.Gov. Code section 6250 et seq. The District acknowledges that Consultant may submit information that Consultant considers "Confidential", "Proprietary", or Trade Secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Those elements in each response which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "Trade Secret", "Confidential", or "Proprietary", may not be subject to disclosure. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosed is deemed to be required by law or by an order of the Court. In the event the District is required to defend an action on a Public Records Act request for any of the contents marked "Trade Secret", "Confidential", or "Proprietary", Consultant agrees, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act. Consultant acknowledges that the District may submit to Consultant information that the District considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request and/or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by the Disclosing Party as Confidential Information, the Disclosing Party as

soon practical, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile, by U.S. Mail to the address, and/or electronic mail listed on the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

#### 5.5 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.

#### 5.6 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.

#### 5.7 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.

#### 5.8 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.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

#### 5.9 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

#### 5.10 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

**5.11 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.

**5.12 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.

**5.13 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 attach a copy of this verification.)**

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 (Section 5.12) may be waived if the District determines that the Consultant and/or its employees will have no contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

**District is waiving this requirement \_\_\_\_\_.**

**5.14 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.

**5.15 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>WLC Architects, Inc. (License #C15937)</b>	
Name:	James P. DiCamillo	
Title:	Architect, AIA President	
Address:	8163 Rochester Avenue, Suite 100	
City/State/Zip Code:	Rancho Cucamonga, CA 91730	
Telephone:	(909) 987-0909	
Email:	jdicamillo@wlcarchitects.com	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director, MOTF
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 x 3004	(619) 428-4476 X3065
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

**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 of the District on behalf of which his or her signature is made.//

**CONSULTANT**

**DISTRICT**

**WLC Architects, Inc.**

Firm Name

**San Ysidro School District**

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Telephone No. (        )

Board Approved:

**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 \_\_\_\_\_

# EXHIBIT A

PROJECT NAME: **San Ysidro School District – Facilities Master Planning**

ARCHITECTS PROJECT NO. 1919200

PROPOSAL DATED: November 26, 2019 (Attached)

TIME IS OF THE ESSENCE: Project completion is anticipated to be February 2020.



CLIENT FOCUSED. PASSION DRIVEN.

November 26, 2019

Mr. Paulo Azevedo  
Director of MOT, Facilities  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173-1685

Re: Facilities Master Planning Services Proposal  
San Ysidro School District

Dear Mr. Azevedo:

Per our recent discussions and interview presentations, I have prepared this proposal to provide comprehensive master planning design services to the San Ysidro School District (SYSD) for the preparation of a Facilities Master Plan (FMP).

WLC understands that SYSD is interested in having WLC prepare a comprehensive FMP document that will consider the District's facilities needs into the foreseeable future inclusive of all of the District's school sites. WLC understands the District to have 5 elementary schools and 2 middle schools. Those sites are listed below:

**Elementary Schools:**

La Mirada Elementary  
Ocean View Hills Elementary  
Smythe Elementary  
Sunset Elementary  
Willow Elementary (K-8)

**Middle Schools:**

San Ysidro Middle  
Vista Del Mar Middle

**District Support Sites:**

District Office  
Child Development Center  
Future School Site

**Scope of the Work and Services:**

WLC would provide SYSD with facilities master planning design services including but not limited to preparing the FMP document with project descriptions, site diagrams/maps, cost estimates, and time lines.

A sample FMP document has been presented to the District prior to this proposal as an example of the end work product.

The final FMP will consider potential projects at each school site. Those projects generally include but are not limited to new building additions, renovations of existing buildings, improvements to the school grounds, and/or furniture and equipment (technology/security) upgrades.

WLC assumes our work will include tours of each site, bi-weekly meetings with the District's Executive Team, a minimum of one site staff meeting/presentations at each school campus, and two community meetings.

**Excluded Services**

The following services are specifically excluded from the services anticipated within this proposal.

- Topographic and boundary survey engineering.
- Hazardous material studies and reports.
- Detailed cost estimating.
- CAD drawings of the sites.
- Three dimensional/architectural design renderings.

**Fee Proposal:**

WLC proposes to provide these services based on the fee schedule below:

\$7,000.00 per elementary school and support sites

\$10,000.00 per middle school

Therefore, based on the school inventory provided above, WLC proposes to prepare the FMP document for a total fixed fee of **\$75,000.00**. This proposal can also be set up as an hourly not to exceed fee, however, we recommend the fixed fee approach as it is simpler to manage for the District's and WLC's accounting staffs.

**Deliverables:**

This proposal assumes that the FMP will be delivered in electronic format along with three hard-print, color, bound copies of the final document.

**Optional Additional Services:**

The following additional services may be contracted for on a task by task basis:

- **Educational Specifications: (\$25,000.00)**

Space programming, planning narratives and diagrams for both elementary and middle school buildings and grounds.

Mr. Paulo Azevedo  
Facilities Master Planning Services Proposal  
San Ysidro School District  
November 26, 2019  
Page 3

- **District Standards: (\$25,000.00)**

CSI-formatted design development level outline specifications inclusive of SYSD materials, model numbers and manufacturers, and preferred applications for each (i.e., classrooms, offices, etc.)

- **Web Hosted Digital Master Plan: (\$7,500.00)**

Interactive web page for community/District access to access and query FMP from District web site.

- **System Inventory/Assessment: (\$65,000.00)**

Site-by-site equipment inventory focused on MEP systems, roofing, hardware, and other maintenance-prone elements.

**Contract Format:**

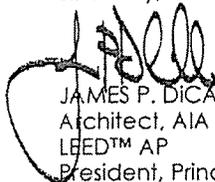
WLC assumes that this project will be administrated through an AIA-formatted Owner/Architect Agreement for special services. It may be that the District has a contract format that it would like to use. If so, please allow some time to review its specific language as most standard Agreements do not apply to these types of planning services.

**Schedule:**

WLC understands that time is of the essence and we are prepared to commence work on the FMP as soon as possible. We roughly anticipate the full scope of services to take approximately two months to complete. Therefore, if we commence our work in mid December 2019, the initial printing of the FMP will occur in mid February 2020.

In conclusion, thank you for this opportunity to provide this proposal to SYSD.

Sincerely,



JAMES P. DICAMILLO  
Architect, AIA  
LEED™ AP  
President, Principal

JPD:br/19083-mkt

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *MC*  
 Informational  
 Action

**AGENDA ITEM:** DISPOSAL OF OBSOLETE AND OUTDATED EQUIPMENT

**BACKGROUND INFORMATION:**

Pursuant to California Education Code 17546 and Board Policy 3270, if Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of in the local public dump.

The Educational Services Department is requesting approval to dispose of health office equipment that has become obsolete and/or outdated. The equipment has already been replaced; therefore, the District has no need to retain these items and recommends recycling or disposal of at the local public dump. A list of equipment is attached.

**RECOMMENDATION:**

Approve the disposal of obsolete and outdated equipment (health office equipment) as per Board Policy 3270 and California Education Code 17546.

**LCAP GOAL AND ACTION/SERVICE:**

N/A

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> <i>MC</i>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
TBD <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>	

Recommended for:  Approval  Denial      Certification Requested  Yes  No

**Superintendent's Office Certification:**

*Gina A. Potter*  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

**FROM:** Educational Services  
Manuela Colom, Executive Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** SERVICE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR IMPLEMENTATION AND SUSTAINABILITY OF DISTRICT-WIDE MULTI-TIERED SYSTEM OF SUPPORT (MTSS)

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**BACKGROUND INFORMATION:**

The responsibilities of San Diego County Superintendent of Schools (SDCSS) for this agreement is to comply with the following services:

**Year 1:**

- District Leadership Team
- Coaching Support
- Site-based MTSS Team professional Development
- Technical Assistance as needed

**Year 2:**

- Site and District Coaches' Network
- Year 2 Training for School Site Team
- Technical Assistance for District Leadership Team

**Year 3:**

- Site and District Coaches' Network
- Year 3 Training for School Site Team
- Technical Assistance for District Leadership Team

The emphasis of the site based MTSS teams may be either academic or Positive Behavioral Interventions & Supports (PBIS). The term of this 3-year agreement is from September 11, 2019 through June 30, 2022.

**RECOMMENDATION:**

Approve/Ratify the 3-year service agreement with the San Diego County Superintendent of Schools for the implementation and sustainability of the District-wide Multi-Tiered System of Support (MTSS) for a total cost of \$18,000.00 from the General fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes     No

Yes     No

**\$18,000.00**

**General Fund**

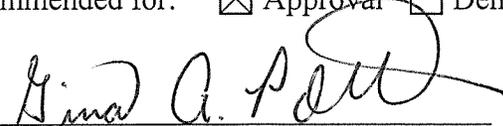
(Amount)

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

SERVICES AGREEMENT BETWEEN  
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
SAN YSIDRO SCHOOL DISTRICT

This Agreement is made and entered into by SAN YSIDRO SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and San Diego County Superintendent of Schools, hereinafter referred to as SDCSS.

1. PURPOSE & SCOPE.

SDCSS will provide district and school site support to DISTRICT for the **Implementation and Sustainability of District-wide Multi-Tiered Systems of Support (MTSS)**.

A. DISTRICT RESPONSIBILITIES UNDER THIS MOU

DISTRICT shall undertake the following activities:

- o District MTSS Leadership team (District Admin team +MTSS Lead/Coordinator) will meet at least quarterly
- o Leadership meeting is hosted by a district-level administrator
- o MTSS Lead/ Coordinator coordinates district MTSS (behavior and academic) implementation and sustainability (i.e. training calendar, evaluation schedule, resources, etc.)
- o Schedule a time to meet with your SDCOE representative to review the PBIS or academic training scope and sequence
- o Facilitate monthly PBIS or academic Site Lead meetings attended by school PBIS or academic team leaders/facilitators.
- o FTE for on-site coaching support to site-based MTSS teams (PBIS or academic Coach: 0.2 FTE per school site) **Identify a coach for each school site**
- o Site level MTSS coaches (academic or behavior) will provide on-site coaching support
- o Consult, collaborate, and coach school site MTSS teams in their development of SW-MTSS systems
- o School site MTSS Coaches will attend all School Site team trainings, Year 1 Coaches Training and Coaches Network (years 2 and 3)
- o Select one school site to pilot MTSS

B. SDCSS RESPONSIBILITIES UNDER THIS AGREEMENT

SDCSS agrees to undertake the following activities:

**Year 1**

- District Leadership Team (3 days)
  - Coaching support (4 meetings)
  - Site-based MTSS team professional development (4 days)
  - Technical Assistance (as needed)
- \*Site-based MTSS team may be either academic or PBIS***

**Year 2**

- Technical Assistance for District Leadership Team
  - Site and District Coaches' Network
  - Year 2 Training for school site team
- \*Site-based MTSS team may be either academic or PBIS***

**Year 3**

- Technical Assistance for District Leadership Team
  - Site and District Coaches' Network
  - Year 3 Training for school site team
- \*Site-based MTSS team may be either academic or PBIS***

2. TERM OF AGREEMENT. The Term of Contract shall begin September 11, 2019 and shall end on June 30, 2022.

3. COMPENSATION. The Contract cost shall be

**Year 1:** \$6,000 for district team and 1 school team  
\$5,000 per each additional school team (within the same district)

**Year 2:** \$6,000 for district team and 1 school team  
\$5,000 per each additional school team (within the same district)

**Year 3:** \$6,000 for district team and 1 school team  
\$5,000 per each additional school team (within the same district)

DISTRICT agrees to pay SDCSS the amount due for services provided to DISTRICT under the terms of this Agreement within 30 days of receipt of Invoice.

4. TERMINATION. This Agreement may be cancelled upon mutual written agreement between DISTRICT and SDCSS. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCSS.

5. INDEPENDENT CONTRACTOR. The parties understand that each of the parties and its employees, agents, officers, and associates are an Independent contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, worker's compensation or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.

6. INDEMNIFICATION. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement

7. TOBACCO-FREE FACILITY. SDCSS is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCSS property.

8. GOVERNING LAW/VENUE. In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

9. FINAL APPROVAL. This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

10. ENTIRE AGREEMENT. This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of

any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

11. CONTACT INFORMATION

SDCSS

Felicia Singleton-Daniel, Director, System of Supports  
6401 Linda Vista Road, San Diego, CA 92111-7399  
858 - 569 - 5476 | [Felicia.singleton@sdcoe.net](mailto:Felicia.singleton@sdcoe.net)

DISTRICT

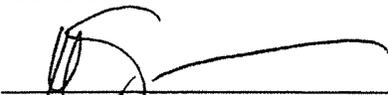
Manuela Colom, Executive Director of Curriculum, Innovation and Instruction  
San Ysidro School District  
4350 Otay Mesa Road, San Ysidro, CA 92173  
619 – 428 – 4476 x 3027 | [Manuela.Colom@syschools.org](mailto:Manuela.Colom@syschools.org)

12. COUNTERPARTS. This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

IN WITNESS WHERE OF, the parties hereto have executed this agreement.

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

**SAN YSIDRO SCHOOL DISTRICT**

  
\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson  
\_\_\_\_\_  
Name

Gina A. Potter, Ed.D.  
\_\_\_\_\_  
Name

Deputy Superintendent, Chief Business Officer  
\_\_\_\_\_

Superintendent  
\_\_\_\_\_

Title  
10/2/19  
\_\_\_\_\_  
Date

Title  
\_\_\_\_\_  
Date

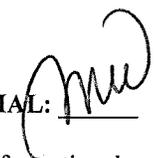
**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** January 23, 2020

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

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

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** AGREEMENTS WITH PACIFIC LIFE INSURANCE COMPANY

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**BACKGROUND INFORMATION:**

On May 9, 2019 the Governing Board approved the execution of the Supplementary Retirement Plan for Certificated Non-Management, Management, and Classified Non-Management employees. This retirement incentive encouraged twenty-four (24) employees to enroll in the plan. A preliminary annuity purchase agreement with Pacific Life Insurance Company was approved.

It is now necessary to approve the Master Annuity Contracts G-27713.03 and G-27713.51 for the annuity amounts to commence effective August 1, 2019. These contracts do not change the terms of the District, contribution amounts or the payments made to the plan participants.

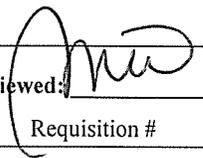
**RECOMMENDATION:**

Approve the Group Tax Sheltered 403(b) Annuity Contracts G-27713.03 and G-27713.51 with Pacific Life Insurance Company for the implementation of District's Supplementary Retirement Plan.

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

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed: 

Financial Implications?

Will funds for this item be available in the 2019-20 Budgets?

Requisition #

Yes    No

Yes    No

5-YEAR PERIOD

\$1,147,485.75

(Amount)

General Fund

(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

**Superintendent's Office Certification:**



Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board



**PACIFIC LIFE**

Pacific Life Insurance Company  
700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 800-9534

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**GROUP TAX SHELTERED (403(b)) ANNUITY CONTRACT**

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**G-27713.03**

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This contract, as agreed to on February 25, 2019, is between PACIFIC LIFE INSURANCE COMPANY, ("Pacific Life"), a stock life insurance company, and

**San Ysidro Unified School District**  
(contractholder)

Pacific Life agrees to pay Annuity Payments to Annuitants, as hereinafter described, subject to all the terms and conditions appearing on this and the following pages, attached Schedules and Rider, which are hereby made a part of this contract.

This contract is issued in consideration of the Application of the contractholder, a copy of which is attached to and made a part of this contract, and the payment by the contractholder to Pacific Life of premiums made pursuant to this Contract, as set forth in Schedule II of this Contract. Any part of the premiums paid after the Scheduled Due Dates shall be subject to an interest charge at the Prime rate to the date received by Pacific Life.

This contract is delivered in and subject to the laws of the State of California.

Chairman and Chief Executive Officer

Secretary

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4-18  
**14D.8**

**Page 2 of 49**

**Section 1. Information To Be Furnished**

The contractholder shall furnish all information, such as names, addresses, data, proofs, certificates of birth and death and evidence of survival, which Pacific Life may reasonably require with regard to the happening of any event or the existence of any status affecting or relating to the annuities issued or to be issued hereunder.

Due proof that the Annuitant is living shall, if required by Pacific Life, be furnished to it by the Annuitant before any payment shall be made hereunder.

**Section 2. Certificates**

Pacific Life shall issue to the contractholder for delivery to each person for whom an annuity is provided pursuant to this contract, a certificate summarizing the principal provisions of such annuity. Such certificate holders shall be the owners of their annuity certificates (also sometimes called "the Contract" in the Rider attached hereto) as well as being the Annuitant and Measuring Life under their respective annuity certificate.

**Section 3. Amendments**

This contract may be amended or modified, with respect to any provision, at any time, and from time to time, by written agreement between the contractholder and Pacific Life without the consent of any other person. No agent has authority to change this contract or to waive any of its provisions.

**Section 4. Assignment of Benefits**

The benefits, or any part thereof payable under this contract, shall not be subject to alienation, anticipation, assignment or encumbrance by any Annuitant or beneficiary entitled thereto, and, to the extent permitted by law, shall not be subject to any debts, contracts or engagements of any Annuitant or beneficiary, or to any judicial process to levy upon or to attach the same. The preceding sentence shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to an Annuitant pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code.

**Section 5. Data Changes After Issue**

The attached Schedules were prepared by Pacific Life from data listings which have been furnished by or on behalf of the contractholder in substantial fulfillment of the requirements of Section 1.

Pacific Life shall be liable for its errors and omissions in the preparation of the attached Schedules from the data listings furnished by or on behalf of the contractholder, including, without limitation, errors and omissions in the inclusion or exclusion of any particular Annuitants with respect to any such Schedule.

The contractholder shall be liable for its errors and omissions in the preparation of the aforementioned data listings furnished to Pacific Life by or on behalf of the contractholder. Pacific Life shall calculate the cost of any data changes, and charge the contractholder for any increase in liability or reimburse the Contractholder for any decrease in liability. The calculation of the cost shall be based on current market rates of interest in effect at the time of the discovery of the error or omission, and may include an administrative expense for processing such calculation and data change.

**Section 6. Premium Payments**

The contractholder agrees to make the premium payments as shown in Schedule II. In the event a premium is not paid, the annuity amounts for the Annuitants in Schedule I shall be reduced as follows:

1. The same rates used to purchase the original annuities shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a \$300 per annuity recalculation charge.
2. The annuity amounts determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury note with a maturity closest to 10 years at the time of purchase, "T", at the time of recalculation is greater than 2.68%. The reduction percentage under this part shall equal 16 times the amount by which T exceeds 2.68%, that is  $16 \times (T - 2.68\%)$ .

**Section 7. Nonparticipation**

This contract shall not participate in any divisible surplus of Pacific Life.

**Section 8. Entire Contract**

This contract, the attached Schedules and Rider, and application constitute the entire contract. Statements made in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void this contract unless it is contained in the application, signed by the contractholder, a copy of which is attached to this contract when issued.

**Section 9. Termination of Contract**

This contract shall terminate and cease to be of any further force or effect as of the date the last person receiving benefit payments hereunder has died.

PACIFIC LIFE'S OBLIGATIONS UNDER GROUP ANNUITY CONTRACT G-027713.03 AND THE ANNUITY CERTIFICATES BECAME EFFECTIVE AUGUST 01, 2019. PACIFIC LIFE SHALL NOT MAKE ANY BENEFIT PAYMENTS DUE FOR ANY PERIOD PRIOR AUAUGT 01, 2019.

SCHEDULE I

IMMEDIATE ANNUITANTS  
CERTIFICATE OWNERS  
MEASURING LIVES

G-27713.03.0001

**Life Contingent** - Annuity Amount commences on 08/01/2019 and is paid monthly until the last payment due immediately prior to the death of the Annuitant.

<u>Annuitant</u>	<u>Sex</u>	<u>Birth Date</u>	<u>Annuity Amount</u>
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**100% Joint and Survivor Annuity (100% J&S)** - Annuity Amount commences on 08/01/2019 and is paid monthly until the last payment due immediately prior to the death of the Annuitant. If the Annuitant predeceases the Joint Annuitant, 100% of the Annuity Amount shall be paid monthly to the Joint Annuitant until the last payment due immediately prior to the death of the Joint Annuitant.

<u>Annuitant</u>	<u>Sex</u>	<u>Birth Date</u>	<u>Annuity Amount</u>
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**75% Joint and Survivor Annuity (75% J&S)** - Annuity Amount commences on 08/01/2019 and is paid monthly until the last payment due immediately prior to the death of the Annuitant. If the Annuitant predeceases the Joint Annuitant, 75% of the Annuity Amount shall be paid monthly to the Joint Annuitant until the last payment due immediately prior to the death of the Joint Annuitant.

<u>Annuitant</u>	<u>Sex</u>	<u>Birth Date</u>	<u>Annuity Amount</u>
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SCHEDULE I

IMMEDIATE ANNUITANTS  
CERTIFICATE OWNERS  
MEASURING LIVES

G-27713.03.0002

**Life Contingent** - Annuity Amount commences on 08/01/2019 and is paid monthly until the last payment due immediately prior to the death of the Annuitant.

<u>Annuitant</u>	<u>Sex</u>	<u>Birth Date</u>	<u>Annuity Amount</u>
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SCHEDULE II  
PREMIUM PAYMENT SCHEDULE

G-27713.03.0001:

Amount of Premium	Due Date
\$29,972.17	July 12, 2019
\$29,972.17	July 20, 2020
\$29,972.17	July 20, 2021
\$29,972.17	July 20, 2022
\$29,972.17	July 20, 2023

G-27713.03.0002:

Amount of Premium	Due Date
\$264.96	August 1, 2019
\$264.96	July 20, 2020
\$264.96	July 20, 2021
\$264.96	July 20, 2022
\$264.96	July 20, 2023



**PACIFIC LIFE**

Pacific Life Insurance Company  
700 Newport Center Drive, Newport Beach, CA 92660  
[www.PacificLife.com](http://www.PacificLife.com)  
(800) 800-9534

**Group Annuity  
Contract Application**

**CONTRACTHOLDER**

Name San Ysidro Unified School District		Contract Number G-27713.03	
Mailing Address 4350 OTAY MESA RD	City, State, ZIP SAN DIEGO, CA 92173-1617		TIN 95-6002821
Street Address (if different than mailing address)	City, State, ZIP		Telephone No.:

Application is hereby made to Pacific Life Insurance Company by the Contractholder at the address above, for the Group Annuity Contract listed above, which is attached to this Application. The terms of the attached Contract are approved and its terms accepted.

It is agreed that this Application supersedes any previous application for the Contract.

Contractholder Signature	Date (mo/day/yr)	Signed at: City, State
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**PACIFIC LIFE**

Pacific Life Insurance Company  
700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 800-9534

#### 403(b) TAX-SHELTERED ANNUITY ("TSA") RIDER

This rider is a part of the contract, policy or certificate to which it is attached (the Contract) by Pacific Life Insurance Company (Pacific Life). The Contract is hereby modified as specified below to qualify as a Tax-Sheltered Annuity (TSA) under Code Section 403(b) that does not contain any designated Roth Contribution (see Definitions below).

The provisions of this rider shall control to the extent that they are in conflict with those of the Contract. However, the provisions of any TSA Plan that govern the Contract shall control to the extent that they conflict with those of this rider (or the Contract, e.g., when compared to Sections B.3-B.9 below) and such an override would not result in such TSA Plan or the Contract losing its tax-qualified status. Unless expressly stated, the modifications to the Contract under this rider do not remove any non-tax restriction or limitation in the Contract on distributions, contributions, withdrawals or loans, or grant any additional contractual rights not granted by any other section of the Contract, if such a modification or grant is not required to maintain the favorable tax treatment of the Contract (or any distribution thereunder) as a TSA under the Code; provided further, in no case may the terms of the TSA Plan expand the terms of the Contract or impose any responsibilities or duties on Pacific Life not specifically set forth in the Contract or this rider.

Pacific Life may rely on the Eligible Employer that is the sponsor of such TSA Plan (or a representative thereof) for representations regarding the applicable provisions of such TSA Plan, any delegation of authority or responsibility thereunder by the Eligible Employer, or any instruction or information that Pacific Life deems necessary, or is provided to Pacific Life, to process any request under this rider or otherwise to carry out the terms of the Contract. The Eligible Employer is responsible for sharing with Pacific Life information that is necessary for Pacific Life to administer the Contract in accordance with the terms of the TSA Plan and the Code, including information necessary for Pacific Life to satisfy any withholding or information reporting obligations that Pacific Life may have under the Code with respect to the Contract. Pacific Life shall rely upon the Eligible Employer's instructions in permitting Contributions to, permitting exchanges, and making distributions from the Contract in accordance with the terms of the TSA Plan. In the absence of representations, instructions or information from the Eligible Employer (in the form and manner required by Pacific Life) that Pacific Life deems necessary to administer the Contract in conformity with the TSA Plan and the Code, Pacific Life will administer the Contract in the manner Pacific Life deems appropriate to comply with the requirements of Code Section 403(b). Except to the extent otherwise provided by law or agreed to between Pacific Life and the Eligible Employer, Pacific Life shall share with the Eligible Employer information regarding the Contract that the Eligible Employer reasonably requests for purposes of ensuring adherence to the terms of the TSA Plan.

#### A. Definitions

**Annuitant** - The individual named as a measuring life for periodic annuity payments under the Contract.

**Annuity Start Date** - The first day of the first period for which an amount is received as an annuity under the Contract, as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

**Applicable Designation Date** - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

**Applicable Distribution Period** - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

**Code** - The Internal Revenue Code of 1986, as amended.

**Contract** - The attached contract, policy or certificate issued by Pacific Life as a TSA.

**Contributions** - The purchase payments, premiums, rollovers or other contributions received by Pacific Life under the Contract.

**Designated Beneficiary or DB** - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

**DB Election Date** - The date that is 30 days prior to the DB Required Beginning Date.

**DB Required Beginning Date** - December 31 of the calendar year next following the Owner's Year of Death.

**Distribution Year** - The calendar year for which an RMD is required. The First Distribution Year is the calendar year in which the Owner attains age 70 ½ (or, where applicable under Reg. § 1.401(a)(9)-5, Q&A-1(b), the calendar year in which the Owner retires or the calendar year next following the Owner's Year of Death). Each subsequent calendar year is also a Distribution Year.

**Elective Deferral** - An elective deferral under Reg. § 1.403(b)-2(b)(7) and Reg. § 1.402(g)(3)-1.

**Eligible Employer** - An employer that is eligible to sponsor a TSA under applicable Regulations interpreting Code Section 403(b), e.g., Reg. § 1.403(b)-2(b)(8).

**ERISA** - Employee Retirement Income Security Act of 1974, as amended.

**IRS** - Internal Revenue Service.

**Life Expectancy** - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

**Measuring Designated Beneficiary** - The Designated Beneficiary as of the Applicable Designation Date whose Life Expectancy is used under Reg. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract (taking into account any Separate Shares), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking into account any Separate Shares) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

**Notice Date** - The day on which Pacific Life receives, in a form satisfactory to Pacific Life, proof of death and instructions satisfactory to Pacific Life regarding payment of death benefit proceeds.

**Owner or You** - The Owner of the Contract.

**Owner's Election Date** - December 1 immediately preceding the Required Beginning Date.

**Owner's Year of Death** - The calendar year in which the Owner dies.

**Primary Annuitant** - The individual defined in Section D.1(c)(i) below.

**QDRO** - A qualified domestic relations order under Code Section 414(p).

**Qualified J&S Election** - An election under the survivor benefit rules that is described in Section B.6 below.

**Qualified Plan** - A tax-qualified retirement plan or arrangement under Code Section 401, 403 or 457.

**Qualifying Distribution Period** – A period of time defined in Section D.1(b)(i) below.

**Regulation or Reg.** - A regulation issued or proposed pursuant to the Code.

**Required Beginning Date** - April 1 of the calendar year following the calendar year in which the Owner reaches age 70 ½, or if later and appropriately allowed by the TSA Plan, April 1 of the calendar year following the calendar year in which the Owner retires from employment with the Eligible Employer maintaining the TSA Plan. If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, Q&A-1, then the Annuity Start Date shall be treated as the Required Beginning Date in accordance with Reg. § 1.401(a)(9)-6, Q&A-10.

**RMD** - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

**Roth Contribution** - A contribution that is a designated Roth contribution under Reg. § 1.403(b)-3(c).

**Separate Share** - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate contract for RMD purposes and Sections B.8 and B.9 below.

**Severance from Employment** – Ceasing to be employed by the Eligible Employer that maintains the governing TSA Plan, as defined in Reg. § 1.403(b)-2(b)(19).

**Spouse** - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

**Spouse's Continuation Election Date** - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

**Spouse's Required Beginning Date** - The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½ .

**Spouse's Year of Death** - The calendar year in which the Surviving Spouse dies.

**Surviving Spouse** - The surviving Spouse of a deceased Owner.

**TSA** - A tax-sheltered annuity contract under Code Section 403(b), including a custodial account, a retirement account or a life insurance contract that is treated as such an annuity contract under Code Section 403(b)(7) or 403(b)(9) or Reg. § 1.403(b)-2(b)(2).

**TSA Plan** - The Qualified Plan with terms that govern the Contract as a TSA under Code Section 403(b).

## **B. Tax-Sheltered Annuity Provisions**

The Contract is subject to the requirements of Code Section 403(b) and the Regulations relating thereto, and therefore includes the following provisions:

1. Contract Purchased under a TSA Plan with Nonforfeitable Benefits. The Contract must be purchased under a TSA Plan. Pursuant to Reg. § 1.403(b)-3(a)(1), the Contract may not be purchased under a plan qualifying under Code Section 401(a) or 403(a) or an eligible governmental plan under Code Section 457(b). The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the benefit of such Owner and his or her beneficiaries.
2. Contract Benefits Not Transferable. No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person other than Pacific Life, except as permitted by (a) a federal tax lien, (b) an order under Code Section 401(a)(13)(C), or (c) Reg. § 1.403(b)-10(b) or (c) (e.g., in the case of a transfer or distribution pursuant to a QDRO, an intra-plan exchange or plan-to-plan transfer described in Section B.11 below, or a direct transfer to a governmental defined benefit plan pursuant to Code Section 403(b)(13) that is described in Section B.4(c) below).
3. Contributions. Except in the case of a rollover contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), Contributions must be made by the Owner or the Eligible Employer maintaining the TSA Plan or by means of an intra-plan exchange or plan-to-plan transfer described in Section B.11 below. All Contributions must be made in cash. If the Owner dies before the entire interest under the Contract has been distributed, additional Contributions shall not be allowed into the Contract to the extent prohibited by published IRS guidance, e.g., excluding (and allowing in) any rollover or transfer that qualifies under Reg. § 1.403(b)-10(d). Contributions to the Contract shall be transferred to Pacific Life within a reasonable period, within the meaning of Reg. § 1.403(b)-8(b), and an Elective Deferral may be contributed up to 15 business days following the month in which such an amount would otherwise have been paid to the Owner. If the Contract is maintained pursuant to a TSA Plan, the Eligible Employer shall have the sole responsibility for determining whether any Contribution satisfies the applicable income tax requirements; otherwise, the Owner shall have such sole responsibility.
  - (a) Elective Deferrals and Their Limits. Pursuant to Code Sections 403(b)(1)(E) and 401(a)(30) and Reg. § 1.403(b)-3(a)(4) and -4(c), any Elective Deferrals (including those contributed to the Contract and any other Elective Deferrals for the Owner under the TSA Plan and under all other plans, contracts and arrangements that are referred to in Reg. § 1.403(b)-3(a)(4) and maintained by the Eligible Employer that maintains the TSA Plan), may not exceed the limits of Code Section 402(g), except as permitted by Code Section 414(u) (for certain veterans' rights) or by Code Section 414(v) (for a participant age 50 or over by end of the participant's tax year). If Elective Deferrals exceed this limit, Pacific Life may distribute amounts equal to such excess (including any income allocable thereto) to the Owner as permitted by Reg. § 1.403(b)-4(f)(4). If not so distributed, such excess amounts (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). Contributions of Elective Deferrals into the Contract may be suspended for a period of up to six months after an Owner receives a hardship distribution allowable under Reg. § 1.403(b)-6(d).
  - (b) Combined Contributions and Their Limits. Pursuant to Code Sections 403(b)(1) and 415(a)(2) and Reg. § 1.403(b)-3(a)(9) and -4(b), total Contributions into the Contract (including Elective Deferrals) may not exceed certain limits under Code Section 415. Any Elective Deferrals or other Contributions that exceed any applicable limits may not be excludable from gross income. Such excess Contributions (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). The Code Section 415 limits do not apply in the case of a rollover contribution under Code Section 402(c), 402(e)(6),

403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), a nontaxable transfer from another contract qualifying under Code Section 403(b) or from a custodial account qualifying under Code Section 403(b)(7), or any Contribution allowed by Code Section 414(u).

- (c) Separate Accounting. Pursuant to Reg. § 1.403(b)-3(b)(2) and -6(d)(3), separate accounting shall be maintained under the Contract for: (i) any Elective Deferrals; (ii) any after-tax employee contributions; (iii) any other amounts that are transferred into the Contract from any Code Section 403(b)(7) custodial account, (iv) any undistributed excess contributions or RMD(s); (v) any eligible rollover distribution accepted into the Contract pursuant to Reg. § 1.403(b)-10(d); (vi) any unvested contributions pursuant to Reg. § 1.403(b)-3(d)(2)(ii); (vii) any contributions eligible for permissive withdrawal under Code Section 414(w)(2); and (viii) other Contributions and amounts added to the Contract values. Separate accounting maintained under the Contract shall include any amounts for earnings, gains or losses with respect to each of the above separately accounted-for categories.
- (d) Other Contribution Provisions. Contributions by an Eligible Employer for an Owner who is a former employee thereof shall be accepted under this Contract (i) for a period of five tax years following the tax year in which the employee was terminated by the Eligible Employer in accordance with the Reg. § 1.403(b)-4(d), (ii) pursuant to Reg. § 1.415(c)-2(e)(3)(i) relating to certain compensation paid by the later of 2½ months after Severance from Employment or the end of the limitation year that includes the date of Severance from Employment, or (iii) that are attributable to compensation described in Reg. § 1.415(c)-2(e)(4), § 1.415(c)-2(g)(4) or § 1.415(c)-2(g)(7) relating to compensation paid to participants who are permanently and totally disabled, or (iv) relating to qualified military service under Code Section 414(u).

#### 4. Distribution Restrictions.

- (a) Distribution of Elective Deferrals. Pursuant to Code Section 403(b)(11) and Reg. § 1.403(b)-6, distributions (other than to correct excess Contributions, or upon termination of the TSA Plan) that are attributable to Elective Deferrals may be made only when the Owner attains age 59½, has a Severance from Employment, dies, becomes disabled (within the meaning of Code Section 72(m)(7)), incurs a hardship, is eligible for a qualified reservist distribution to which Code Section 72(t)(2)(G) applies, or is eligible for permissive withdrawal under Code Section 414(w)(2). Any such distribution made due to a hardship is limited to the Owner's Elective Deferrals (excluding any income thereon) reduced by the aggregate prior distributions to the Owner from the Contract.
- (b) Other Distributions Not Attributable to Elective Deferrals. Other distributions not attributable to Elective Deferrals but attributable to other amounts that have been held in a Code Section 403(b)(7) custodial account are generally subject to corresponding restrictions, except that no distribution for hardship is allowable under Reg. § 1.403(b)-6(c). Otherwise, distributions from the Contract generally are not permitted prior to the Owner's Severance from Employment or some other event allowed by Reg. § 1.403(b)-6(b), except to the extent that such a distribution is attributable to either (i) after-tax employee contributions or earnings thereon, or (ii) amounts separately accounted for an eligible rollover distribution pursuant to Reg. § 1.403(b)-6(i) and -10(d).
- (c) Purchase of Permissive Service Credit. Pursuant to Code Section 403(b)(13), any amounts held under this Contract may be transferred at the Owner's direction in a direct transfer from the Contract to a defined benefit governmental plan under Code Section 414(d) in accordance with Reg. § 1.403(b)-10(b)(4).
- (d) Certain Mandatory Distributions. Pursuant to Code Sections 403(b)(10) and 401(a)(31)(B), if the distributee of any mandatory distribution that is described in Code Section 401(a)(31)(B)(ii) and that exceeds \$1,000 does not elect to have such distribution paid either to such distributee or in a direct transfer to an eligible retirement plan pursuant to Code

Section 401(a)(31)(A), such distribution shall be paid in a direct transfer to an individual retirement plan designated by the Eligible Employer sponsoring the governing TSA Plan (or by another fiduciary thereunder), and the distributee shall be notified in writing about such transfer and that such distribution may be transferred to another individual retirement plan, in accordance with Code Section 401(a)(31) and Reg. § 1.403(b)-7(b)(5) (and to the extent required thereby).

5. Rollover Distributions. Despite any provision of a governing TSA Plan to the contrary that would otherwise limit a distributee's election under this Section B.5, pursuant to Code Sections 403(b)(10) and 401(a)(31) and Reg. § 1.403(b)-7(b) a distributee may elect, at the time and in the manner prescribed by Pacific Life (and, where applicable, by the Eligible Employer), to have any portion of an eligible rollover distribution (within the meaning of Code Section 402(f)(2)(A)) paid directly to an eligible retirement plan described in Code Section 401(a)(31)(E) that is specified by the distributee, by means of a direct transfer or direct rollover. Pacific Life may establish reasonable administration rules applicable to such direct rollovers or direct transfers.
6. Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d) (e.g., where the TSA Plan is subject to ERISA Title I section 205), if the Owner is married at the Annuity Start Date, payments shall be made in the form of a Joint and 50% Survivor Annuity, with the Owner's Spouse as the Joint Annuitant, unless an optional form of benefit is selected in accordance with this Section B.6. Under this Joint and 50% Survivor Annuity form, payments shall be made during the lifetime of the Owner and, following the Owner's death, payments equal to 50% of the joint payment amount shall continue to such Spouse for life. In addition, the benefits under such a Contract are provided in accordance with the applicable consent, present value and other requirements of Code Sections 401(a)(11) and 417 and Reg. § 1.417(e)-1(e) and the rules in Reg. § 1.401(a)-20, Q&A-25 (for participants who are unmarried or who have a change in marital status and for surviving spouses).
  - (a) The Owner may choose (without the consent of any other person) an alternative amount of the payment continuing to the Surviving Spouse from the joint and survivor annuity options available under the Contract, provided that the amount of each payment to the Surviving Spouse under such option shall be not less than 50%, nor greater than 100%, of the periodic annuity benefit amount paid to the Owner, in accordance with Code Section 417(b).
  - (b) In addition to the joint and survivor annuity options described in Section B.6(a) above, as of the Annuity Start Date the Owner can elect any other optional form of payment that is available under the Contract, provided that both of the following conditions are satisfied:
    - (i) In accordance with Code Section 417 and Reg. § 1.401(a)-20, Q&A-31, the Owner files a Qualified J&S Election with Pacific Life within the 180-day period ending on such date, as follows (after receiving a written explanation thereof, including the revocability of such an election during such period, from a Qualified Plan representative):
      - (1) In the case of an Owner who is married at the time of election, a Qualified J&S Election is made by (A) a written statement by the Owner waiving the joint and survivor annuity options described above in this Section B.6 and specifying the form of benefit and the beneficiary designation(s) desired, and (B) a written statement from the Owner's Spouse consenting to such election. Neither the form of benefit nor any beneficiary designation selected in such a Qualified J&S Election can be changed without spousal consent, unless such Spouse consents in writing to future designations by the Owner without such spousal consent. Any such written spousal consent must acknowledge the election's effect and be witnessed by a notary public or Qualified Plan representative. If it is established to the satisfaction of a Qualified Plan representative that such Spouse's consent cannot be obtained because such Spouse cannot be located or because of other

circumstances allowed by Regulations, the Owner's election can still be deemed to be a Qualified J&S Election; or

- (2) In the case of an Owner who is not married at the time of election, a Qualified J&S Election is made by a written statement by the Owner to a Qualified Plan representative attesting to the fact that he or she is not married and specifying the optional form of payment and beneficiary designation(s) desired.

- (ii) The option selected satisfies any applicable requirements of Section B.8 below.

7. Survivor Benefits for Plans Subject to Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d), if an Owner is married upon the Owner's death, then the deceased Owner's interest in the Contract is subject to the provisions of the next paragraph (a) (in addition to Section B.9 below), unless such Spouse is deemed to have consented to a less favorable disposition of such interest in accordance with the next paragraph (b).

- (a) The Surviving Spouse shall be treated as the sole beneficiary of the following portion of the deceased Owner's interest in the Contract, and may apply any part (or all) of such beneficial interest to provide an annuity that satisfies any applicable requirements of Section B.9 below and Reg. § 1.401(a)-20 (e.g., Q&A-20 and Q&A-22):

- (i) The Surviving Spouse shall be treated as the sole beneficiary of such Owner's interest in the Contract if no other beneficiary is entitled to any portion of such interest as of such Owner's death, or

- (ii) If some other beneficiary is entitled to any portion of such Owner's interest in the Contract as of such Owner's death, then the Surviving Spouse shall be treated as the sole beneficiary of at least 50% of the nonforfeitable account balance of the Contract as of such Owner's death, in accordance with Code Section 417(c), and all of such Surviving Spouse's beneficial interest shall be treated as a Separate Share.

- (b) The Surviving Spouse shall be deemed to have consented to a less favorable disposition of the deceased Owner's interest in the Contract than that provided under the immediately preceding paragraph (a), if in accordance with Code Section 417(a)(2) either:

- (i) Such Spouse (or such Spouse's legal representative) has consented to such a disposition and acknowledged its effect in a written statement witnessed by a notary public or a Qualified Plan representative, or

- (ii) It is established to the satisfaction of a Qualified Plan representative that such consent cannot be obtained because such Spouse cannot be located or does not exist or because of other circumstances allowed by Regulations.

- (c) Subject to such deemed spousal consent, the Owner may provide for any disposition of such Owner's interest in the Contract that is different from that in the immediately preceding paragraph (a) by a revocable election that (i) specifies the form of benefit and the beneficiary designation(s) desired and (ii) otherwise qualifies under Code Section 417, after receiving a written explanation thereof from a Qualified Plan representative. An Owner that makes such a revocable election also shall have the option of selecting a qualified optional survivor annuity in accordance with Code Section 417(a)(1)(A)(ii).

8. Required Minimum Distributions (RMDs). The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental benefit rules of Code Sections 401(a)(9) and 403(b)(10) and the Regulations relating thereto (e.g., Reg. § 1.403(b)-6), as well as any applicable survivor benefit rules referred to above in Section B.6 or B.7, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions in Part C

below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section B.8 shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009):

- (a) The entire interest under the Contract shall be distributed:
  - (i) No later than the Required Beginning Date, or
  - (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and a Designated Beneficiary (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and a Designated Beneficiary).
- (b) RMDs shall be made in accordance with the Regulations under Code Section 401(a)(9) and related Code provisions. Accordingly:
  - (i) If the Owner has not elected otherwise in writing to Pacific Life by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a), the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the Owner's account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, § 1.403(b)-6(e)(2) and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes -
    - (1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9, Q&A-2, in accordance with Reg. § 1.401(a)(9)-5, Q&A-4(a), or
    - (2) If the Owner's Spouse is treated as the sole Designated Beneficiary for the Contract (taking Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, Q&A-4(b), the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such Spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9, Q&A-3.

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. However, the Owner may arrange to have any portion (or all) of such RMD distributed from another TSA owned by such Owner (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7). If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to Pacific Life), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract that qualifies under Code Section 401(a)(9) (and is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:
  - (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity option elected during the Owner's lifetime. Any periodic

annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6, Q&A-2.

- (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).
  - (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6, Q&A-3(a) and Q&A-10(b).
  - (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.
- (c) The Owner or any Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this rider and any applicable tax requirements.
- (d) Any current death benefit protection amount (in excess of the current account balance amount), or any disability, health or accident benefit amount, that is provided by the Contract shall not exceed the amount permitted either by the incidental benefit rules in Reg. § 1.403(b)-6(g) or -8(c) or by the TSA Plan.
9. RMDs upon Owner's Death. Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section B.9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section B.9 or Code Section 401(a)(9) shall not be permitted.
- (a) If the Owner dies before distribution of his or her interest in the Contract has begun in accordance with paragraph 8(a) above and Code Section 401(a)(9)(A)(ii) (e.g., before the Required Beginning Date), the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 9(c) or (d) below applies.
  - (b) If the Owner dies after distribution of the Owner's interest in the Contract has begun in accordance with paragraph 8(a) above and Code Section 401(a)(9)(A)(ii) (e.g., on or after the Required Beginning Date) but before the Owner's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the Owner's death, except to the extent that paragraph 9(c) or (d) below applies. To the extent that the Contract has no annuity payout option in effect and no Measuring Designated Beneficiary as of the Applicable Designation Date (and paragraphs (9)(c) and (d) do not apply), then the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For this purpose, the Applicable Distribution Period shall be determined by the Owner's remaining Life Expectancy, using the Owner's age as of the Owner's birthday in the Owner's Year of Death. For Distribution Years after the Owner's Year of Death such Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the Owner's Year of Death.
  - (c) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking Separate Shares into account) as of the Applicable Designation Date, then -

- (i) If no irrevocable written election to the contrary has been filed with Pacific Life by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be made in accordance with Section 8 above. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death –
  - (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
  - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section 9 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Spouse's interest in the Contract distributed from another TSA formerly owned by the deceased Owner for which such Spouse is also a designated beneficiary (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7).

- (ii) The Surviving Spouse may make an irrevocable election in writing with Pacific Life by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a). In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
  - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
  - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(c)(i) above.
- (d) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract, then –
  - (i) To the extent that no irrevocable written election to the contrary has been filed with Pacific Life by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting no later than the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account

balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For these purposes -

- (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
- (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another TSA formerly owned by such deceased Owner for which such beneficiary is also a designated beneficiary (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7).

- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with Pacific Life by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a). In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
  - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or
  - (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(d)(i) above.
- (e) Any amounts payable to a minor child of the Owner shall be treated as if they are payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.
- (f) Unless the Owner has provided to the contrary in writing to Pacific Life (e.g., by selecting an annuity option that is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to Pacific Life, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).

10. Annual Reports. Pacific Life shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.
11. Tax-Free Exchanges. Tax-free exchanges within the Section 403(b) Plan and plan-to-plan transfers involving the Contract shall be allowed prior to the Annuity Start Date, to the extent permitted by Reg. § 1.403(b)-10(b).

### C. Tax Qualification and ERISA Provisions

This rider is intended to qualify the Contract as a TSA under Code Section 403(b) for federal tax purposes, and to satisfy the applicable requirements of Code Section 403(b) and any Regulations relating thereto. To achieve these purposes, the provisions of this rider and the Contract (including any other endorsement or rider that does not specifically override these tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract is subject to separate accounting rules, subdivision or severance to maintain such a tax qualification of the Contract to the maximum extent possible, e.g., under Reg. § 1.403(b)-3(b)(2), -3(d), -4(f), -6 or -10(d). Pacific Life reserves the right to amend this rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). Pacific Life also reserves the right to amend this Contract from time to time in order to meet any requirements that may apply to it under ERISA. Pacific Life will send you a copy of any such amendment.

### D. Tax Treatment and Provisions for Any Nonqualified Portion

To the extent that (and so long as) any portion (or all) of the Contract is finally determined by the appropriate authorities or parties to the Contract to not qualify as part of a TSA arrangement, such portion nevertheless shall be treated as a separate contract that qualifies as an annuity contract for federal tax purposes, and shall be subject to the provisions of this Part D, except to the extent that any of these Part D provisions are specifically overridden by some other endorsement or rider to the Contract. Absent such an override, any such separate annuity contract shall be subject to the following provisions in this Part D to maintain its annuity tax qualification:

#### 1. Required Distributions Before or After the Annuity Start Date

- (a) Death of Owner or Primary Annuitant, or Change of Primary Annuitant. Subject to the alternative election, spouse beneficiary and interpretative provisions in subsection (b) or (c) immediately below, or in the tax qualification provisions in Section D.2 below,
  - (i) If any Owner dies on or after the Annuity Start Date and before the entire interest in this contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;
  - (ii) If any Owner dies before the Annuity Start Date, the entire interest in this contract shall be distributed within 5 years after such death;
  - (iii) If the Owner is not an individual, then for purposes of the immediately preceding subparagraph (i) or (ii), (1) the Primary Annuitant (see subparagraph (c)(i) below) under this contract shall be treated as the Owner, and (2) any change in the Primary Annuitant allowed by this contract shall be treated as the death of the Owner; and
  - (iv) Any postponement of the Annuity Start Date, if allowed by this contract, may not be postponed beyond the Primary Annuitant's attaining age 95, without Pacific Life's written consent.
- (b) Alternative Election and Spousal Beneficiary Provisions That Satisfy Distribution Requirements. Subject to any restrictions imposed by any Regulations or other published guidance from the IRS interpreting Code Section 72(s):

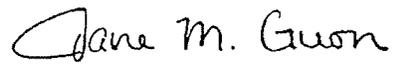
- (i) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of an individual designated as a beneficiary by an Owner, and such beneficiary elects after such death to have such portion distributed over a Qualifying Distribution Period (described herein) that is allowed by this contract upon such death, then for purposes of satisfying the requirements of subparagraph (a)(i) or (a)(ii) immediately above, such portion shall be treated as distributed entirely on the date such periodic distributions begin. A Qualifying Distribution Period is a period that (1) does not extend beyond such beneficiary's life (or life expectancy) and (2) starts within one year after such death.
  - (ii) Such a designated beneficiary includes any individual joint Owner or successor Owner who becomes entitled to any portion of such an interest upon an Owner's death, or any other individual who controls the use of the cash value of such a portion upon an Owner's death. Any designated beneficiary may elect any settlement or other distribution option that is allowed by this contract upon an Owner's death if the option is for a Qualifying Distribution Period. In determining which distribution options can qualify for such a Qualifying Distribution Period, Pacific Life may treat any contract amount that is payable upon an Owner's death to a trust (or other entity) for the benefit of an individual beneficiary as an interest (or portion thereof) that is payable for the benefit of such a designated beneficiary under this subsection (b), where such individual beneficiary certifies to Pacific Life that he or she (1) is treated as the tax owner of such a trust amount for federal income tax purposes (e.g., under Code Sections 671-678) and (2) can compel its distribution to himself or herself from such trust.
  - (iii) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of such Owner's surviving spouse (e.g., as a result of such spouse being a joint Owner), then such spouse shall be treated as the Owner with respect to such portion for purposes of the requirements of subsection (a). Where such spouse is the sole designated beneficiary of this contract upon such Owner's death, such spouse may elect to continue this contract as the Owner, and Pacific Life may treat such spouse as the annuitant if such deceased Owner was the annuitant and no other surviving annuitant has been designated.
- (c) Interpretative Provisions. Subject to any contrary provisions in any Regulations or other published guidance from the IRS interpreting Code Section 72(s):
- (i) The Primary Annuitant means the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the contract, as defined in Code Section 72(s)(6)(B) (and any Regulations relating thereto).
  - (ii) Pacific Life will treat any holder of the contract as its Owner for purposes of subsection (a) or (b) immediately above where necessary or appropriate.
2. Tax Qualification. This contract is intended to qualify as an annuity contract for federal income tax purposes and to satisfy the applicable requirements of Code Section 72(s). To achieve these purposes, the provisions of this contract (including this rider and any other endorsement or rider to the contract that does not specifically override these Section 72(s) tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under this contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations. Pacific Life reserves the right to amend this rider or the contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform this contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). Pacific Life will send you a copy of any such amendment.

**E. Termination of Rider**

This rider will end on the earlier of the following:

1. When Pacific Life receive a request to terminate this rider that is in a form satisfactory to Pacific Life,  
or
2. When the Contract terminates.

All other terms and conditions of the Contract remain unchanged.

A handwritten signature in black ink that reads "Jane M. Guon". The signature is written in a cursive style with a large initial "J".

Secretary

Pacific Life Insurance Company  
700 Newport Center Drive  
Newport Beach, California 92660  
Contract Owners: 1-800-800-9534

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**  
80% of death benefits but not to exceed \$300,000  
80% of cash surrender or withdrawal values but not to exceed \$100,000
- **Annuities and Structured Settlement Annuities**  
80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

**COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

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**NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org) or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**



**PACIFIC LIFE**

Pacific Life Insurance Company  
700 Newport Center Drive  
Newport Beach, CA 92660

**IMPORTANT NOTICE**

**WE ARE REQUIRED BY STATE LAW TO PROVIDE YOU WITH THE FOLLOWING INFORMATION.**

**AT PACIFIC LIFE, WE ALWAYS STRIVE TO PROVIDE OUR POLICYOWNERS WITH THE BEST PRODUCTS AND SERVICES. SHOULD YOU HAVE A PROBLEM, YOUR LOCAL AGENT AND AGENCY WILL BE GLAD TO HELP YOU.**

**HOWEVER, YOU MAY ALSO CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE IF THE CONTACTS BETWEEN YOU AND OUR COMPANY OR OUR AGENT HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM.**

**PACIFIC LIFE INSURANCE COMPANY  
P.O. BOX 2378  
OMAHA, NEBRASKA 68103-2378**

**TOLL-FREE NUMBER: (between 5:30 a.m. and 2:00 p.m., Pacific Time)  
1-800-800-9534**

**OR**

**CALIFORNIA DEPARTMENT OF INSURANCE  
CONSUMER SERVICES DIVISION  
300 SOUTH SPRING STREET, SOUTH TOWER  
LOS ANGELES, CA 90013**

**CALIFORNIA ONLY (800) 927-4357 (HELP)**

**CALIFORNIA DEPARTMENT OF INSURANCE CONSUMER SERVICES DIVISION  
WEBSITE:**

**<http://www.insurance.ca.gov/0500-about-us/02-department/01-csmcb/consumer-services.cfm>**



**PACIFIC LIFE**

Pacific Life Insurance Company  
700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 800-9534

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**GROUP TAX SHELTERED (403(b)) ANNUITY CONTRACT**

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**G-27713.51**

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This contract, as agreed to on February 25, 2019, is between PACIFIC LIFE INSURANCE COMPANY, ("Pacific Life"), a stock life insurance company, and

**San Ysidro Unified School District**  
(contractholder)

Pacific Life agrees to pay Annuity Payments to Annuitants, as hereinafter described, subject to all the terms and conditions appearing on this and the following pages, attached Schedules and Rider, which are hereby made a part of this contract.

This contract is issued in consideration of the Application of the contractholder, a copy of which is attached to and made a part of this contract, and the payment by the contractholder to Pacific Life of premiums made pursuant to this Contract, as set forth in Schedule II of this Contract. Any part of the premiums paid after the Scheduled Due Dates shall be subject to an interest charge at the Prime rate to the date received by Pacific Life.

This contract is delivered in and subject to the laws of the State of California.

Chairman and Chief Executive Officer

Secretary

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GR-8134-B

4-18

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**Page 26 of 49**

**Section 1. Information To Be Furnished**

The contractholder shall furnish all information, such as names, addresses, data, proofs, certificates of birth and death and evidence of survival, which Pacific Life may reasonably require with regard to the happening of any event or the existence of any status affecting or relating to the annuities issued or to be issued hereunder.

Due proof that the Annuitant is living shall, if required by Pacific Life, be furnished to it by the Annuitant before any payment shall be made hereunder.

**Section 2. Certificates**

Pacific Life shall issue to the contractholder for delivery to each person for whom an annuity is provided pursuant to this contract, a certificate summarizing the principal provisions of such annuity. Such certificate holders shall be the owners of their annuity certificates (also sometimes called "the Contract" in the Rider attached hereto) as well as being the Annuitant and Measuring Life under their respective annuity certificate.

**Section 3. Amendments**

This contract may be amended or modified, with respect to any provision, at any time, and from time to time, by written agreement between the contractholder and Pacific Life without the consent of any other person. No agent has authority to change this contract or to waive any of its provisions.

**Section 4. Assignment of Benefits**

The benefits, or any part thereof payable under this contract, shall not be subject to alienation, anticipation, assignment or encumbrance by any Annuitant or beneficiary entitled thereto, and, to the extent permitted by law, shall not be subject to any debts, contracts or engagements of any Annuitant or beneficiary, or to any judicial process to levy upon or to attach the same. The preceding sentence shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to an Annuitant pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code.

**Section 5. Data Changes After Issue**

The attached Schedules were prepared by Pacific Life from data listings which have been furnished by or on behalf of the contractholder in substantial fulfillment of the requirements of Section 1.

Pacific Life shall be liable for its errors and omissions in the preparation of the attached Schedules from the data listings furnished by or on behalf of the contractholder, including, without limitation, errors and omissions in the inclusion or exclusion of any particular Annuitants with respect to any such Schedule.

The contractholder shall be liable for its errors and omissions in the preparation of the aforementioned data listings furnished to Pacific Life by or on behalf of the contractholder. Pacific Life shall calculate the cost of any data changes, and charge the contractholder for any increase in liability or reimburse the Contractholder for any decrease in liability. The calculation of the cost shall be based on current market rates of interest in effect at the time of the discovery of the error or omission, and may include an administrative expense for processing such calculation and data change.

**Section 6. Premium Payments**

The contractholder agrees to make the premium payments as shown in Schedule II. In the event a premium is not paid, the annuity amounts for the Annuitants in Schedule I shall be reduced as follows:

1. The same rates used to purchase the original annuities shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a \$300 per annuity recalculation charge.
2. The annuity amounts determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury note with a maturity closest to 10 years at the time of purchase, "T", at the time of recalculation is greater than 2.68%. The reduction percentage under this part shall equal 3 times the amount by which T exceeds 2.68%, that is  $3 \times (T - 2.68\%)$ .

**Section 7. Nonparticipation**

This contract shall not participate in any divisible surplus of Pacific Life.

**Section 8. Entire Contract**

This contract, the attached Schedules and Rider, and application constitute the entire contract. Statements made in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void this contract unless it is contained in the application, signed by the contractholder, a copy of which is attached to this contract when issued.

**Section 9. Termination of Contract**

This contract shall terminate and cease to be of any further force or effect as of the date the last person receiving benefit payments hereunder has died.

PACIFIC LIFE'S OBLIGATIONS UNDER GROUP ANNUITY CONTRACT G-027713.51 AND THE ANNUITY CERTIFICATES BECAME EFFECTIVE AUGUST 01, 2019. PACIFIC LIFE SHALL NOT MAKE ANY BENEFIT PAYMENTS DUE FOR ANY PERIOD PRIOR AUGUST 01, 2019.

SCHEDULE I

IMMEDIATE ANNUITANTS  
CERTIFICATE OWNERS  
MEASURING LIVES

G-27713.51.0001

**Period Certain** - Annuity Amount commences on 08/01/2019 and is paid monthly for the Total Number of Payments indicated in the following Schedule. If the Annuitant dies before the Total Number of Payments is made, the monthly payments shall continue to the designated beneficiary until the Total Number of Payments is made.

<u>Annuitant</u>	<u>Total Number of Payments</u>	<u>Sex</u>	<u>Birth Date</u>	<u>Annuity Amount</u>
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SCHEDULE I

IMMEDIATE ANNUITANTS  
CERTIFICATE OWNERS  
MEASURING LIVES

G-27713.51.0002

**Period Certain** - Annuity Amount commences on 08/01/2019 and is paid monthly for the Total Number of Payments indicated in the following Schedule. If the Annuitant dies before the Total Number of Payments is made, the monthly payments shall continue to the designated beneficiary until the Total Number of Payments is made.

<u>Annuitant</u>	<u>Total Number of Payments</u>	<u>Sex</u>	<u>Birth Date</u>	<u>Annuity Amount</u>
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SCHEDULE II  
PREMIUM PAYMENT SCHEDULE

G-27713.51.0001:

Amount of Premium	Due Date
\$194,535.99	July 12, 2019
\$194,535.99	July 20, 2020
\$194,535.99	July 20, 2021
\$194,535.99	July 20, 2022
\$194,535.99	July 20, 2023

G-27713.51.0002:

Amount of Premium	Due Date
\$4,724.03	August 1, 2019
\$4,724.03	July 20, 2020
\$4,724.03	July 20, 2021
\$4,724.03	July 20, 2022
\$4,724.03	July 20, 2023



**PACIFIC LIFE**

Pacific Life Insurance Company  
700 Newport Center Drive, Newport Beach, CA 92660  
[www.PacificLife.com](http://www.PacificLife.com)  
(800) 800-9534

**Group Annuity  
Contract Application**

**CONTRACTHOLDER**

Name San Ysidro Unified School District		Contract Number G-27713.51	
Mailing Address 4350 OTAY MESA RD	City, State, ZIP SAN DIEGO, CA 92173-1617		TIN 95-6002821
Street Address (if different than mailing address)	City, State, ZIP		Telephone No.:

Application is hereby made to Pacific Life Insurance Company by the Contractholder at the address above, for the Group Annuity Contract listed above, which is attached to this Application. The terms of the attached Contract are approved and its terms accepted.

It is agreed that this Application supersedes any previous application for the Contract.

Contractholder Signature	Date (mo/day/yr)	Signed at: City, State
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**403(b) TAX-SHELTERED ANNUITY (“TSA”) RIDER**

This rider is a part of the contract, policy or certificate to which it is attached (the Contract) by Pacific Life Insurance Company (Pacific Life). The Contract is hereby modified as specified below to qualify as a Tax-Sheltered Annuity (TSA) under Code Section 403(b) that does not contain any designated Roth Contribution (see Definitions below).

The provisions of this rider shall control to the extent that they are in conflict with those of the Contract. However, the provisions of any TSA Plan that govern the Contract shall control to the extent that they conflict with those of this rider (or the Contract, e.g., when compared to Sections B.3-B.9 below) and such an override would not result in such TSA Plan or the Contract losing its tax-qualified status. Unless expressly stated, the modifications to the Contract under this rider do not remove any non-tax restriction or limitation in the Contract on distributions, contributions, withdrawals or loans, or grant any additional contractual rights not granted by any other section of the Contract, if such a modification or grant is not required to maintain the favorable tax treatment of the Contract (or any distribution thereunder) as a TSA under the Code; provided further, in no case may the terms of the TSA Plan expand the terms of the Contract or impose any responsibilities or duties on Pacific Life not specifically set forth in the Contract or this rider.

Pacific Life may rely on the Eligible Employer that is the sponsor of such TSA Plan (or a representative thereof) for representations regarding the applicable provisions of such TSA Plan, any delegation of authority or responsibility thereunder by the Eligible Employer, or any instruction or information that Pacific Life deems necessary, or is provided to Pacific Life, to process any request under this rider or otherwise to carry out the terms of the Contract. The Eligible Employer is responsible for sharing with Pacific Life information that is necessary for Pacific Life to administer the Contract in accordance with the terms of the TSA Plan and the Code, including information necessary for Pacific Life to satisfy any withholding or information reporting obligations that Pacific Life may have under the Code with respect to the Contract. Pacific Life shall rely upon the Eligible Employer's instructions in permitting Contributions to, permitting exchanges, and making distributions from the Contract in accordance with the terms of the TSA Plan. In the absence of representations, instructions or information from the Eligible Employer (in the form and manner required by Pacific Life) that Pacific Life deems necessary to administer the Contract in conformity with the TSA Plan and the Code, Pacific Life will administer the Contract in the manner Pacific Life deems appropriate to comply with the requirements of Code Section 403(b). Except to the extent otherwise provided by law or agreed to between Pacific Life and the Eligible Employer, Pacific Life shall share with the Eligible Employer information regarding the Contract that the Eligible Employer reasonably requests for purposes of ensuring adherence to the terms of the TSA Plan.

**A. Definitions**

**Annuitant** - The individual named as a measuring life for periodic annuity payments under the Contract.

**Annuity Start Date** - The first day of the first period for which an amount is received as an annuity under the Contract, as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

**Applicable Designation Date** - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

**Applicable Distribution Period** - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

**Code** - The Internal Revenue Code of 1986, as amended.

**Contract** - The attached contract, policy or certificate issued by Pacific Life as a TSA.

**Contributions** - The purchase payments, premiums, rollovers or other contributions received by Pacific Life under the Contract.

**Designated Beneficiary or DB** - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

**DB Election Date** - The date that is 30 days prior to the DB Required Beginning Date.

**DB Required Beginning Date** - December 31 of the calendar year next following the Owner's Year of Death.

**Distribution Year** - The calendar year for which an RMD is required. The First Distribution Year is the calendar year in which the Owner attains age 70 ½ (or, where applicable under Reg. § 1.401(a)(9)-5, Q&A-1(b), the calendar year in which the Owner retires or the calendar year next following the Owner's Year of Death). Each subsequent calendar year is also a Distribution Year.

**Elective Deferral** - An elective deferral under Reg. § 1.403(b)-2(b)(7) and Reg. § 1.402(g)(3)-1.

**Eligible Employer** - An employer that is eligible to sponsor a TSA under applicable Regulations interpreting Code Section 403(b), e.g., Reg. § 1.403(b)-2(b)(8).

**ERISA** - Employee Retirement Income Security Act of 1974, as amended.

**IRS** - Internal Revenue Service.

**Life Expectancy** - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

**Measuring Designated Beneficiary** - The Designated Beneficiary as of the Applicable Designation Date whose Life Expectancy is used under Reg. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract (taking into account any Separate Shares), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking into account any Separate Shares) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

**Notice Date** - The day on which Pacific Life receives, in a form satisfactory to Pacific Life, proof of death and instructions satisfactory to Pacific Life regarding payment of death benefit proceeds.

**Owner or You** - The Owner of the Contract.

**Owner's Election Date** - December 1 immediately preceding the Required Beginning Date.

**Owner's Year of Death** - The calendar year in which the Owner dies.

**Primary Annuitant** - The individual defined in Section D.1(c)(i) below.

**QDRO** - A qualified domestic relations order under Code Section 414(p).

**Qualified J&S Election** - An election under the survivor benefit rules that is described in Section B.6 below.

**Qualified Plan** - A tax-qualified retirement plan or arrangement under Code Section 401, 403 or 457.

**Qualifying Distribution Period** – A period of time defined in Section D.1(b)(i) below.

**Regulation or Reg.** - A regulation issued or proposed pursuant to the Code.

**Required Beginning Date** - April 1 of the calendar year following the calendar year in which the Owner reaches age 70 ½, or if later and appropriately allowed by the TSA Plan, April 1 of the calendar year following the calendar year in which the Owner retires from employment with the Eligible Employer maintaining the TSA Plan. If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, Q&A-1, then the Annuity Start Date shall be treated as the Required Beginning Date in accordance with Reg. § 1.401(a)(9)-6, Q&A-10.

**RMD** - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

**Roth Contribution** - A contribution that is a designated Roth contribution under Reg. § 1.403(b)-3(c).

**Separate Share** - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate contract for RMD purposes and Sections B.8 and B.9 below.

**Severance from Employment** – Ceasing to be employed by the Eligible Employer that maintains the governing TSA Plan, as defined in Reg. § 1.403(b)-2(b)(19).

**Spouse** - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

**Spouse's Continuation Election Date** - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

**Spouse's Required Beginning Date** - The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½.

**Spouse's Year of Death** - The calendar year in which the Surviving Spouse dies.

**Surviving Spouse** - The surviving Spouse of a deceased Owner.

**TSA** - A tax-sheltered annuity contract under Code Section 403(b), including a custodial account, a retirement account or a life insurance contract that is treated as such an annuity contract under Code Section 403(b)(7) or 403(b)(9) or Reg. § 1.403(b)-2(b)(2).

**TSA Plan** - The Qualified Plan with terms that govern the Contract as a TSA under Code Section 403(b).

## **B. Tax-Sheltered Annuity Provisions**

The Contract is subject to the requirements of Code Section 403(b) and the Regulations relating thereto, and therefore includes the following provisions:

1. Contract Purchased under a TSA Plan with Nonforfeitable Benefits. The Contract must be purchased under a TSA Plan. Pursuant to Reg. § 1.403(b)-3(a)(1), the Contract may not be purchased under a plan qualifying under Code Section 401(a) or 403(a) or an eligible governmental plan under Code Section 457(b). The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the benefit of such Owner and his or her beneficiaries.
2. Contract Benefits Not Transferable. No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person other than Pacific Life, except as permitted by (a) a federal tax lien, (b) an order under Code Section 401(a)(13)(C), or (c) Reg. § 1.403(b)-10(b) or (c) (e.g., in the case of a transfer or distribution pursuant to a QDRO, an intra-plan exchange or plan-to-plan transfer described in Section B.11 below, or a direct transfer to a governmental defined benefit plan pursuant to Code Section 403(b)(13) that is described in Section B.4(c) below).
3. Contributions. Except in the case of a rollover contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), Contributions must be made by the Owner or the Eligible Employer maintaining the TSA Plan or by means of an intra-plan exchange or plan-to-plan transfer described in Section B.11 below. All Contributions must be made in cash. If the Owner dies before the entire interest under the Contract has been distributed, additional Contributions shall not be allowed into the Contract to the extent prohibited by published IRS guidance, e.g., excluding (and allowing in) any rollover or transfer that qualifies under Reg. § 1.403(b)-10(d). Contributions to the Contract shall be transferred to Pacific Life within a reasonable period, within the meaning of Reg. § 1.403(b)-8(b), and an Elective Deferral may be contributed up to 15 business days following the month in which such an amount would otherwise have been paid to the Owner. If the Contract is maintained pursuant to a TSA Plan, the Eligible Employer shall have the sole responsibility for determining whether any Contribution satisfies the applicable income tax requirements; otherwise, the Owner shall have such sole responsibility.
  - (a) Elective Deferrals and Their Limits. Pursuant to Code Sections 403(b)(1)(E) and 401(a)(30) and Reg. § 1.403(b)-3(a)(4) and -4(c), any Elective Deferrals (including those contributed to the Contract and any other Elective Deferrals for the Owner under the TSA Plan and under all other plans, contracts and arrangements that are referred to in Reg. § 1.403(b)-3(a)(4) and maintained by the Eligible Employer that maintains the TSA Plan), may not exceed the limits of Code Section 402(g), except as permitted by Code Section 414(u) (for certain veterans' rights) or by Code Section 414(v) (for a participant age 50 or over by end of the participant's tax year). If Elective Deferrals exceed this limit, Pacific Life may distribute amounts equal to such excess (including any income allocable thereto) to the Owner as permitted by Reg. § 1.403(b)-4(f)(4). If not so distributed, such excess amounts (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). Contributions of Elective Deferrals into the Contract may be suspended for a period of up to six months after an Owner receives a hardship distribution allowable under Reg. § 1.403(b)-6(d).
  - (b) Combined Contributions and Their Limits. Pursuant to Code Sections 403(b)(1) and 415(a)(2) and Reg. § 1.403(b)-3(a)(9) and -4(b), total Contributions into the Contract (including Elective Deferrals) may not exceed certain limits under Code Section 415. Any Elective Deferrals or other Contributions that exceed any applicable limits may not be excludable from gross income. Such excess Contributions (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). The Code Section 415 limits do not apply in the case of a rollover contribution under Code Section 402(c), 402(e)(6),

403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), a nontaxable transfer from another contract qualifying under Code Section 403(b) or from a custodial account qualifying under Code Section 403(b)(7), or any Contribution allowed by Code Section 414(u).

- (c) Separate Accounting. Pursuant to Reg. § 1.403(b)-3(b)(2) and -6(d)(3), separate accounting shall be maintained under the Contract for: (i) any Elective Deferrals; (ii) any after-tax employee contributions; (iii) any other amounts that are transferred into the Contract from any Code Section 403(b)(7) custodial account, (iv) any undistributed excess contributions or RMD(s); (v) any eligible rollover distribution accepted into the Contract pursuant to Reg. § 1.403(b)-10(d); (vi) any unvested contributions pursuant to Reg. § 1.403(b)-3(d)(2)(ii); (vii) any contributions eligible for permissive withdrawal under Code Section 414(w)(2); and (viii) other Contributions and amounts added to the Contract values. Separate accounting maintained under the Contract shall include any amounts for earnings, gains or losses with respect to each of the above separately accounted-for categories.
- (d) Other Contribution Provisions. Contributions by an Eligible Employer for an Owner who is a former employee thereof shall be accepted under this Contract (i) for a period of five tax years following the tax year in which the employee was terminated by the Eligible Employer in accordance with the Reg. § 1.403(b)-4(d), (ii) pursuant to Reg. § 1.415(c)-2(e)(3)(i) relating to certain compensation paid by the later of 2½ months after Severance from Employment or the end of the limitation year that includes the date of Severance from Employment, or (iii) that are attributable to compensation described in Reg. § 1.415(c)-2(e)(4), § 1.415(c)-2(g)(4) or § 1.415(c)-2(g)(7) relating to compensation paid to participants who are permanently and totally disabled, or (iv) relating to qualified military service under Code Section 414(u).

#### 4. Distribution Restrictions.

- (a) Distribution of Elective Deferrals. Pursuant to Code Section 403(b)(11) and Reg. § 1.403(b)-6, distributions (other than to correct excess Contributions, or upon termination of the TSA Plan) that are attributable to Elective Deferrals may be made only when the Owner attains age 59½, has a Severance from Employment, dies, becomes disabled (within the meaning of Code Section 72(m)(7)), incurs a hardship, is eligible for a qualified reservist distribution to which Code Section 72(t)(2)(G) applies, or is eligible for permissive withdrawal under Code Section 414(w)(2). Any such distribution made due to a hardship is limited to the Owner's Elective Deferrals (excluding any income thereon) reduced by the aggregate prior distributions to the Owner from the Contract.
- (b) Other Distributions Not Attributable to Elective Deferrals. Other distributions not attributable to Elective Deferrals but attributable to other amounts that have been held in a Code Section 403(b)(7) custodial account are generally subject to corresponding restrictions, except that no distribution for hardship is allowable under Reg. § 1.403(b)-6(c). Otherwise, distributions from the Contract generally are not permitted prior to the Owner's Severance from Employment or some other event allowed by Reg. § 1.403(b)-6(b), except to the extent that such a distribution is attributable to either (i) after-tax employee contributions or earnings thereon, or (ii) amounts separately accounted for an eligible rollover distribution pursuant to Reg. § 1.403(b)-6(i) and -10(d).
- (c) Purchase of Permissive Service Credit. Pursuant to Code Section 403(b)(13), any amounts held under this Contract may be transferred at the Owner's direction in a direct transfer from the Contract to a defined benefit governmental plan under Code Section 414(d) in accordance with Reg. § 1.403(b)-10(b)(4).
- (d) Certain Mandatory Distributions. Pursuant to Code Sections 403(b)(10) and 401(a)(31)(B), if the distributee of any mandatory distribution that is described in Code Section 401(a)(31)(B)(ii) and that exceeds \$1,000 does not elect to have such distribution paid either to such distributee or in a direct transfer to an eligible retirement plan pursuant to Code

Section 401(a)(31)(A), such distribution shall be paid in a direct transfer to an individual retirement plan designated by the Eligible Employer sponsoring the governing TSA Plan (or by another fiduciary thereunder), and the distributee shall be notified in writing about such transfer and that such distribution may be transferred to another individual retirement plan, in accordance with Code Section 401(a)(31) and Reg. § 1.403(b)-7(b)(5) (and to the extent required thereby).

5. Rollover Distributions. Despite any provision of a governing TSA Plan to the contrary that would otherwise limit a distributee's election under this Section B.5, pursuant to Code Sections 403(b)(10) and 401(a)(31) and Reg. § 1.403(b)-7(b) a distributee may elect, at the time and in the manner prescribed by Pacific Life (and, where applicable, by the Eligible Employer), to have any portion of an eligible rollover distribution (within the meaning of Code Section 402(f)(2)(A)) paid directly to an eligible retirement plan described in Code Section 401(a)(31)(E) that is specified by the distributee, by means of a direct transfer or direct rollover. Pacific Life may establish reasonable administration rules applicable to such direct rollovers or direct transfers.
6. Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d) (e.g., where the TSA Plan is subject to ERISA Title I section 205), if the Owner is married at the Annuity Start Date, payments shall be made in the form of a Joint and 50% Survivor Annuity, with the Owner's Spouse as the Joint Annuitant, unless an optional form of benefit is selected in accordance with this Section B.6. Under this Joint and 50% Survivor Annuity form, payments shall be made during the lifetime of the Owner and, following the Owner's death, payments equal to 50% of the joint payment amount shall continue to such Spouse for life. In addition, the benefits under such a Contract are provided in accordance with the applicable consent, present value and other requirements of Code Sections 401(a)(11) and 417 and Reg. § 1.417(e)-1(e) and the rules in Reg. § 1.401(a)-20, Q&A-25 (for participants who are unmarried or who have a change in marital status and for surviving spouses).
  - (a) The Owner may choose (without the consent of any other person) an alternative amount of the payment continuing to the Surviving Spouse from the joint and survivor annuity options available under the Contract, provided that the amount of each payment to the Surviving Spouse under such option shall be not less than 50%, nor greater than 100%, of the periodic annuity benefit amount paid to the Owner, in accordance with Code Section 417(b).
  - (b) In addition to the joint and survivor annuity options described in Section B.6(a) above, as of the Annuity Start Date the Owner can elect any other optional form of payment that is available under the Contract, provided that both of the following conditions are satisfied:
    - (i) In accordance with Code Section 417 and Reg. § 1.401(a)-20, Q&A-31, the Owner files a Qualified J&S Election with Pacific Life within the 180-day period ending on such date, as follows (after receiving a written explanation thereof, including the revocability of such an election during such period, from a Qualified Plan representative):
      - (1) In the case of an Owner who is married at the time of election, a Qualified J&S Election is made by (A) a written statement by the Owner waiving the joint and survivor annuity options described above in this Section B.6 and specifying the form of benefit and the beneficiary designation(s) desired, and (B) a written statement from the Owner's Spouse consenting to such election. Neither the form of benefit nor any beneficiary designation selected in such a Qualified J&S Election can be changed without spousal consent, unless such Spouse consents in writing to future designations by the Owner without such spousal consent. Any such written spousal consent must acknowledge the election's effect and be witnessed by a notary public or Qualified Plan representative. If it is established to the satisfaction of a Qualified Plan representative that such Spouse's consent cannot be obtained because such Spouse cannot be located or because of other

circumstances allowed by Regulations, the Owner's election can still be deemed to be a Qualified J&S Election; or

- (2) In the case of an Owner who is not married at the time of election, a Qualified J&S Election is made by a written statement by the Owner to a Qualified Plan representative attesting to the fact that he or she is not married and specifying the optional form of payment and beneficiary designation(s) desired.

(ii) The option selected satisfies any applicable requirements of Section B.8 below.

7. Survivor Benefits for Plans Subject to Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d), if an Owner is married upon the Owner's death, then the deceased Owner's interest in the Contract is subject to the provisions of the next paragraph (a) (in addition to Section B.9 below), unless such Spouse is deemed to have consented to a less favorable disposition of such interest in accordance with the next paragraph (b).

(a) The Surviving Spouse shall be treated as the sole beneficiary of the following portion of the deceased Owner's interest in the Contract, and may apply any part (or all) of such beneficial interest to provide an annuity that satisfies any applicable requirements of Section B.9 below and Reg. § 1.401(a)-20 (e.g., Q&A-20 and Q&A-22):

(i) The Surviving Spouse shall be treated as the sole beneficiary of such Owner's interest in the Contract if no other beneficiary is entitled to any portion of such interest as of such Owner's death, or

(ii) If some other beneficiary is entitled to any portion of such Owner's interest in the Contract as of such Owner's death, then the Surviving Spouse shall be treated as the sole beneficiary of at least 50% of the nonforfeitable account balance of the Contract as of such Owner's death, in accordance with Code Section 417(c), and all of such Surviving Spouse's beneficial interest shall be treated as a Separate Share.

(b) The Surviving Spouse shall be deemed to have consented to a less favorable disposition of the deceased Owner's interest in the Contract than that provided under the immediately preceding paragraph (a), if in accordance with Code Section 417(a)(2) either:

(i) Such Spouse (or such Spouse's legal representative) has consented to such a disposition and acknowledged its effect in a written statement witnessed by a notary public or a Qualified Plan representative, or

(ii) It is established to the satisfaction of a Qualified Plan representative that such consent cannot be obtained because such Spouse cannot be located or does not exist or because of other circumstances allowed by Regulations.

(c) Subject to such deemed spousal consent, the Owner may provide for any disposition of such Owner's interest in the Contract that is different from that in the immediately preceding paragraph (a) by a revocable election that (i) specifies the form of benefit and the beneficiary designation(s) desired and (ii) otherwise qualifies under Code Section 417, after receiving a written explanation thereof from a Qualified Plan representative. An Owner that makes such a revocable election also shall have the option of selecting a qualified optional survivor annuity in accordance with Code Section 417(a)(1)(A)(ii).

8. Required Minimum Distributions (RMDs). The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental benefit rules of Code Sections 401(a)(9) and 403(b)(10) and the Regulations relating thereto (e.g., Reg. § 1.403(b)-6), as well as any applicable survivor benefit rules referred to above in Section B.6 or B.7, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions in Part C

below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section B.8 shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009):

- (a) The entire interest under the Contract shall be distributed:
  - (i) No later than the Required Beginning Date, or
  - (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and a Designated Beneficiary (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and a Designated Beneficiary).
- (b) RMDs shall be made in accordance with the Regulations under Code Section 401(a)(9) and related Code provisions. Accordingly:
  - (i) If the Owner has not elected otherwise in writing to Pacific Life by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a), the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the Owner's account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, § 1.403(b)-6(e)(2) and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes -
    - (1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9, Q&A-2, in accordance with Reg. § 1.401(a)(9)-5, Q&A-4(a), or
    - (2) If the Owner's Spouse is treated as the sole Designated Beneficiary for the Contract (taking Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, Q&A-4(b), the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such Spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9, Q&A-3.

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. However, the Owner may arrange to have any portion (or all) of such RMD distributed from another TSA owned by such Owner (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7). If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to Pacific Life), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract that qualifies under Code Section 401(a)(9) (and is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:
  - (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity option elected during the Owner's lifetime. Any periodic

annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6, Q&A-2.

- (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).
    - (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6, Q&A-3(a) and Q&A-10(b).
    - (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.
  - (c) The Owner or any Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this rider and any applicable tax requirements.
  - (d) Any current death benefit protection amount (in excess of the current account balance amount), or any disability, health or accident benefit amount, that is provided by the Contract shall not exceed the amount permitted either by the incidental benefit rules in Reg. § 1.403(b)-6(g) or -8(c) or by the TSA Plan.
9. RMDs upon Owner's Death. Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section B.9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section B.9 or Code Section 401(a)(9) shall not be permitted.
- (a) If the Owner dies before distribution of his or her interest in the Contract has begun in accordance with paragraph 8(a) above and Code Section 401(a)(9)(A)(ii) (e.g., before the Required Beginning Date), the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 9(c) or (d) below applies.
  - (b) If the Owner dies after distribution of the Owner's interest in the Contract has begun in accordance with paragraph 8(a) above and Code Section 401(a)(9)(A)(ii) (e.g., on or after the Required Beginning Date) but before the Owner's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the Owner's death, except to the extent that paragraph 9(c) or (d) below applies. To the extent that the Contract has no annuity payout option in effect and no Measuring Designated Beneficiary as of the Applicable Designation Date (and paragraphs (9)(c) and (d) do not apply), then the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For this purpose, the Applicable Distribution Period shall be determined by the Owner's remaining Life Expectancy, using the Owner's age as of the Owner's birthday in the Owner's Year of Death. For Distribution Years after the Owner's Year of Death such Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the Owner's Year of Death.
  - (c) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking Separate Shares into account) as of the Applicable Designation Date, then -

- (i) If no irrevocable written election to the contrary has been filed with Pacific Life by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be made in accordance with Section 8 above. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death –
  - (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
  - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section 9 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Spouse's interest in the Contract distributed from another TSA formerly owned by the deceased Owner for which such Spouse is also a designated beneficiary (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7).

- (ii) The Surviving Spouse may make an irrevocable election in writing with Pacific Life by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a). In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
  - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
  - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(c)(i) above.
- (d) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract, then –
  - (i) To the extent that no irrevocable written election to the contrary has been filed with Pacific Life by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting no later than the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account

balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For these purposes -

- (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
- (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another TSA formerly owned by such deceased Owner for which such beneficiary is also a designated beneficiary (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7).

- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with Pacific Life by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a). In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
  - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or
  - (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(d)(i) above.
- (e) Any amounts payable to a minor child of the Owner shall be treated as if they are payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.
- (f) Unless the Owner has provided to the contrary in writing to Pacific Life (e.g., by selecting an annuity option that is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to Pacific Life, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).

10. Annual Reports. Pacific Life shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.
11. Tax-Free Exchanges. Tax-free exchanges within the Section 403(b) Plan and plan-to-plan transfers involving the Contract shall be allowed prior to the Annuity Start Date, to the extent permitted by Reg. § 1.403(b)-10(b).

### C. Tax Qualification and ERISA Provisions

This rider is intended to qualify the Contract as a TSA under Code Section 403(b) for federal tax purposes, and to satisfy the applicable requirements of Code Section 403(b) and any Regulations relating thereto. To achieve these purposes, the provisions of this rider and the Contract (including any other endorsement or rider that does not specifically override these tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract is subject to separate accounting rules, subdivision or severance to maintain such a tax qualification of the Contract to the maximum extent possible, e.g., under Reg. § 1.403(b)-3(b)(2), -3(d), -4(f), -6 or -10(d). Pacific Life reserves the right to amend this rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). Pacific Life also reserves the right to amend this Contract from time to time in order to meet any requirements that may apply to it under ERISA. Pacific Life will send you a copy of any such amendment.

### D. Tax Treatment and Provisions for Any Nonqualified Portion

To the extent that (and so long as) any portion (or all) of the Contract is finally determined by the appropriate authorities or parties to the Contract to not qualify as part of a TSA arrangement, such portion nevertheless shall be treated as a separate contract that qualifies as an annuity contract for federal tax purposes, and shall be subject to the provisions of this Part D, except to the extent that any of these Part D provisions are specifically overridden by some other endorsement or rider to the Contract. Absent such an override, any such separate annuity contract shall be subject to the following provisions in this Part D to maintain its annuity tax qualification:

#### 1. Required Distributions Before or After the Annuity Start Date

- (a) Death of Owner or Primary Annuitant, or Change of Primary Annuitant. Subject to the alternative election, spouse beneficiary and interpretative provisions in subsection (b) or (c) immediately below, or in the tax qualification provisions in Section D.2 below,
  - (i) If any Owner dies on or after the Annuity Start Date and before the entire interest in this contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;
  - (ii) If any Owner dies before the Annuity Start Date, the entire interest in this contract shall be distributed within 5 years after such death;
  - (iii) If the Owner is not an individual, then for purposes of the immediately preceding subparagraph (i) or (ii), (1) the Primary Annuitant (see subparagraph (c)(i) below) under this contract shall be treated as the Owner, and (2) any change in the Primary Annuitant allowed by this contract shall be treated as the death of the Owner; and
  - (iv) Any postponement of the Annuity Start Date, if allowed by this contract, may not be postponed beyond the Primary Annuitant's attaining age 95, without Pacific Life's written consent.
- (b) Alternative Election and Spousal Beneficiary Provisions That Satisfy Distribution Requirements. Subject to any restrictions imposed by any Regulations or other published guidance from the IRS interpreting Code Section 72(s):

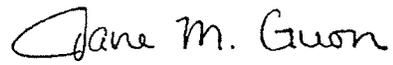
- (i) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of an individual designated as a beneficiary by an Owner, and such beneficiary elects after such death to have such portion distributed over a Qualifying Distribution Period (described herein) that is allowed by this contract upon such death, then for purposes of satisfying the requirements of subparagraph (a)(i) or (a)(ii) immediately above, such portion shall be treated as distributed entirely on the date such periodic distributions begin. A Qualifying Distribution Period is a period that (1) does not extend beyond such beneficiary's life (or life expectancy) and (2) starts within one year after such death.
  - (ii) Such a designated beneficiary includes any individual joint Owner or successor Owner who becomes entitled to any portion of such an interest upon an Owner's death, or any other individual who controls the use of the cash value of such a portion upon an Owner's death. Any designated beneficiary may elect any settlement or other distribution option that is allowed by this contract upon an Owner's death if the option is for a Qualifying Distribution Period. In determining which distribution options can qualify for such a Qualifying Distribution Period, Pacific Life may treat any contract amount that is payable upon an Owner's death to a trust (or other entity) for the benefit of an individual beneficiary as an interest (or portion thereof) that is payable for the benefit of such a designated beneficiary under this subsection (b), where such individual beneficiary certifies to Pacific Life that he or she (1) is treated as the tax owner of such a trust amount for federal income tax purposes (e.g., under Code Sections 671-678) and (2) can compel its distribution to himself or herself from such trust.
  - (iii) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of such Owner's surviving spouse (e.g., as a result of such spouse being a joint Owner), then such spouse shall be treated as the Owner with respect to such portion for purposes of the requirements of subsection (a). Where such spouse is the sole designated beneficiary of this contract upon such Owner's death, such spouse may elect to continue this contract as the Owner, and Pacific Life may treat such spouse as the annuitant if such deceased Owner was the annuitant and no other surviving annuitant has been designated.
- (c) Interpretative Provisions. Subject to any contrary provisions in any Regulations or other published guidance from the IRS interpreting Code Section 72(s):
- (i) The Primary Annuitant means the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the contract, as defined in Code Section 72(s)(6)(B) (and any Regulations relating thereto).
  - (ii) Pacific Life will treat any holder of the contract as its Owner for purposes of subsection (a) or (b) immediately above where necessary or appropriate.
2. Tax Qualification. This contract is intended to qualify as an annuity contract for federal income tax purposes and to satisfy the applicable requirements of Code Section 72(s). To achieve these purposes, the provisions of this contract (including this rider and any other endorsement or rider to the contract that does not specifically override these Section 72(s) tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under this contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations. Pacific Life reserves the right to amend this rider or the contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform this contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). Pacific Life will send you a copy of any such amendment.

**E. Termination of Rider**

This rider will end on the earlier of the following:

1. When Pacific Life receive a request to terminate this rider that is in a form satisfactory to Pacific Life,  
or
2. When the Contract terminates.

All other terms and conditions of the Contract remain unchanged.



Secretary

Pacific Life Insurance Company  
700 Newport Center Drive  
Newport Beach, California 92660  
Contract Owners: 1-800-800-9534

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**  
80% of death benefits but not to exceed \$300,000  
80% of cash surrender or withdrawal values but not to exceed \$100,000
- **Annuities and Structured Settlement Annuities**  
80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

**COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

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**NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org) or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O. Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**



**PACIFIC LIFE**

Pacific Life Insurance Company  
700 Newport Center Drive  
Newport Beach, CA 92660

**IMPORTANT NOTICE**

**WE ARE REQUIRED BY STATE LAW TO PROVIDE YOU WITH THE FOLLOWING INFORMATION.**

**AT PACIFIC LIFE, WE ALWAYS STRIVE TO PROVIDE OUR POLICYOWNERS WITH THE BEST PRODUCTS AND SERVICES. SHOULD YOU HAVE A PROBLEM, YOUR LOCAL AGENT AND AGENCY WILL BE GLAD TO HELP YOU.**

**HOWEVER, YOU MAY ALSO CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE IF THE CONTACTS BETWEEN YOU AND OUR COMPANY OR OUR AGENT HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM.**

**PACIFIC LIFE INSURANCE COMPANY  
P.O. BOX 2378  
OMAHA, NEBRASKA 68103-2378**

**TOLL-FREE NUMBER: (between 5:30 a.m. and 2:00 p.m., Pacific Time)  
1-800-800-9534**

**OR**

**CALIFORNIA DEPARTMENT OF INSURANCE  
CONSUMER SERVICES DIVISION  
300 SOUTH SPRING STREET, SOUTH TOWER  
LOS ANGELES, CA 90013**

**CALIFORNIA ONLY (800) 927-4357 (HELP)**

**CALIFORNIA DEPARTMENT OF INSURANCE CONSUMER SERVICES DIVISION  
WEBSITE:**

**<http://www.insurance.ca.gov/0500-about-us/02-department/01-csmcb/consumer-services.cfm>**