

San Ysidro School District Governing Board

AGENDA

Thursday
March 8, 2018
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.

San Ysidro Middle School
Multicultural Complex
4345 Otay Mesa Road
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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JANUARY 25, 2018
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, January 25, 2018 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **San Ysidro School District – Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

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

2. ROLL CALL by Mary L. Willis, Ed.D., Interim Superintendent & Secretary to the Board

Mrs. Rosaleah Pallasigue, President

Mrs. Irene Lopez, Vice-President

Mr. Marcos A. Diaz, Clerk

Mr. Rodolfo Linares, Member

Mr. Antonio Martinez, Member

3. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

Member Martinez made the motion to recess to Closed Session, seconded by Clerk Diaz. The vote was unanimous.

4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:02 p.m. in accordance with section 54954.5 regarding:

4.1 GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

4.2 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Daniel Zummo, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

4.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs Fonseca and Ward
Case Number: 37-2017-00007369-CU-MC-CTL

4.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs Fonseca and SYSD
Case Number: 37-2017-00034740-CU-MC-CTL

4.5 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans For Open Government vs San Ysidro School District et al.
Case Number: 37-2017-00048800-CU-MC-CTL

RECONVENED into OPEN SESSION at 6:20 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

5. CALL TO ORDER Who: President Pallasigue Time: 6:20 p.m.

6. ROLL CALL by Mary L. Willis, Ed.D, Interim Superintendent & Secretary to the Board

- Mrs. Rosaleah Pallasigue, President
- Mrs. Irene Lopez, Vice-President
- Mr. Marcos A. Diaz, Clerk
- Mr. Rodolfo Linares, Member
- Mr. Antonio Martinez, Member

7. FLAG SALUTE by Mary L. Willis, Interim Superintendent, Ed.D. & Secretary to the Board

8. 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 and address.**

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 New Road, San Ysidro, California. Also, at the district website: www.sysdschools.org

Marianna Saponara, Representing the Community, Commented: 1) The community would like Ed Velasquez, the Sheriff, to return after Dr. Willis' term ends. He will build trust and give credibility among the community and Board. 2) She is also speaking on behalf of the student she represents about the Titan Report. Consulted with the legal team and they are still requesting the Titan Report's audio tapes. The student's rights were violated and there is no reason the audio tapes can be presented to the student's parents.

Olga Espinoza, Parent, Commented: 1) It's been one year since the first incident with the water problem with her son. If the Smythe Principal would have done his job correctly, she wouldn't be here. 2) Dr. Willis refused to give her a time and date to meet, and told her to tear the Titan Report. 3) Did not receive a phone call as promised by Dr. Willis. 4) Asked Member Martinez for help. She needs an answer. 5) Smythe Principal failed to protect her son and let personnel belittle her son. 6) Stepped down from parent involvement because she heard rumors that her presence intimidates. 7) Wants an apology for her son. It's been a year of harassment towards her and suffering for her son.

Olga Espinoza, Parent, Commented: 1) Her son was stung by a bee at La Mirada School and will take him to Urgent Care. 2) The bushes in front of the school are dangerous.

Rudy Lopez, Smythe PTA President, Commented: 1) Expressed support for Mr. Tapia as the Principal for Smythe School. 2) Volunteered for the School Site Council, ELAC and was elected President of the PTA. 3) In October, he addressed the Board about increasing administrator positions at Smythe to better assist Mr. Tapia in efficiently running the school. Instead of assisting, the one person that we were trying to help make Smythe a continued success was removed. 4) Public officials do not like loud, negative comments and will do whatever they can to placate those individuals often to the detriment of the majority of the community. The small handful of families can effectively hijack how a public agency interacts with the larger community means that those of us in the majority have been bullied out of having our voice heard. 5) This is at least the second Smythe Principal that has been affected among other administrators that have been threatened to be transferred to the detriment of our students. 6) Given the Interim status of the Superintendent's Office, he believes unless there is an imminent threat to the safety and wellbeing of students, the District refrain from making personnel changes at school sites until a permanent Superintendent is hired that can fully investigate both sides of any alleged incidents. 7) Committed himself to bring positive news. Smythe's PTA is in good standing and scheduling a variety of events. 8) Hopes to offer more good news next month coupled with the return of Smythe's permanent Principal.

Noe Aparicio, Parent, Commented: 1) Represents the parents of Smythe. 2) Expressed support for Mr. Tapia who he considers an extraordinary person, true leader and asset for the District. 3) The focus as a community is to multiply and not divide. Multiply people who are dynamic, positive and professional like Mr. Tapia. 4) Nobody benefits from these types of situations. The most affected are teachers, employees and especially, the students. 5) The majority of parents will not permit these type of situations.

Daniel Valarezo, Teacher, Commented: 1) Expressed support for Mr. Tapia. 2) He and Mr. Tapia were in a meeting with a parent of a struggling reader. They realized the little girl needed glasses. Mother said daughter would take her reading glasses without permission and bring them to school to read. 3) Mr. Tapia asked the parent what kind of life do you want for your daughter and it was a pivotal moment for the little girl. He explained to the mother that they were a team and would work together to help her reach academic goals. Education would be the avenue and those glasses were the key to open many opportunities. 4) Mr. Tapia inspires everyone to do better. The staff believes in him. Students feel the love and need him back.

Natalie LaRosa, Teacher, Commented: 1) Has been working at Smythe for 20 years now. 2) Expressed support for Mr. Tapia because he advocates for students and teachers. He listens to their concerns, treats them as professionals and has high expectations. 3) Has been involved with SYEA for thirteen years. One reason she got involved with SYEA was in response to the negative treatment of a former Smythe Principal. Although retired for many years, continues to contaminate Smythe and our community with negativity. It's her belief that this person is conspiring with a couple of parents and one Board member to cause chaos at Smythe. This former Principal yelled at her in front of her students on several occasions and bragged about her involvement in getting a decent teacher fired many years ago. She is a threat to her personally. 4) Advocates for Mr. Tapia. For once they have someone who cares and can work with staff and now there is a threat to take him away.

5) For several years leading to the strike, teachers were on survival mode. Always feared of being moved or getting fired. Teachers moved up beyond that to some extent. Some basic needs have now been met. 6) Teachers don't like Principals Exchange. Teachers are afraid to teach in a developmentally appropriate way because that goes against Principal's Exchange. Teachers are not following their integrity, they are doing things they believe to be wrong. Administering ten to twelve developmentally inappropriate tests each year and spending weeks to prepare students for tests not really teaching. Mr. Tapia disagrees with some policies and has expressed how he disagrees with some of Principal's Exchanges policies. Asked if that is one reason that he is not here. 7) Has a vision for San Ysidro, a social justice unionism. 8) Bringing back Mr. Tapia will make staff feel safe and help build upon what they've started.

Zenaida Rosario, Teacher, Commented: 1) Asked the Board to begin the process searching for a permanent Superintendent. We must have a clear vision of what we want for our students. No one will know us better than someone from our backyard. 2) Under the current leadership, we have encountered a situation that has caused distress. Our Principal did not report to our school. He was put on leave by the Interim Superintendent who was hired to oversee the extraordinary audit of the financial mayhem created by the former leaders who were from LA and the team of Velasquez. 3) Dr. Tapia has instilled a culture of trust, family and empowerment. Dr. Tapia had each teacher write a letter to themselves reflecting who they are and why they chose this profession. He mailed the letters to them during the holidays to remind them of the self-commitment they made to the students and themselves. Only someone from the backyard does that. 4) She is tired of working under hostility of outsiders who come in to the District only to make the next headlines in the media. 5) We want our leader back. If there are parents that don't feel comfortable working under his leadership, there are more schools in the community where they can learn. 6) Asked the Board to not hire a Superintendent Search company, nor do we need one that will somehow be affiliated with Velasquez and his people. They don't know the community or validate the importance of Dual Language. 7) A leader from the backyard means that we look no further than the San Diego County. 8) The Interim Superintendent harassed her and threatened to transfer a teacher that spoke up. We should not be silenced, this is our community.

Maricela Cali, Teacher, Commented: 1) She's representing the Special Education team at Smythe Elementary. 2) Mr. Tapia has supported staff and has been a leader since day one. He's addressed all issues and concerns to make sure teachers, staff and, more importantly, our students are safe. 3) Mr. Tapia is knowledgeable with IEPs and helps Special Ed with the process. He supports parents and listens to their concerns. 4) When given the opportunity, Mr. Tapia goes above and beyond to address concerns.

Noemi Jimenez, Parent, Commented: 1) Expressed support for Mr. Tapia. 2) Feels proud of being a part of Smythe School. 3) She's been at Smythe for a long time. Her oldest will graduate from sixth grade. 4) Mr. Tapia provides different resources for parents. Bullying and Mental Illness workshops were held. 5) Mr. Tapia and her son dress up in their dragon mascot costumes and the kids love it. 6) Students and parents miss Mr. Tapia and want him back.

Joe Gamboa, Former Employee, Commented: 1) Kids should be the priority. He was shocked after hearing that kids at the middle schools are not playing sports with Sweetwater. 2) Sports kept him out of trouble. 3) Urged the Board to do the right thing for the kids and organize the sports league with Sweetwater.

Thelma Sotelo, Teacher, Commented: 1) Expressed support for Mr. Tapia. 2) During assemblies, Mr. Tapia made students and staff feel like a family. She's never had a Principal who celebrated families, community, birthdays and students. This created a positive environment. 3) Asked the Board to bring that positive environment back.

Rosario Hurtado, Parent, Commented: 1) Expressed support for Mr. Tapia. 2) Mr. Tapia goes outside every morning and students who were arriving to school late are now on time. 3) It's an offense to parents for you to decide that this person needs to leave. It's a disrespect to parents because we bring our children to school and you and the teachers have a job because of our children. 4) She's been a parent and now a grandparent volunteering at the schools and has only observed Mrs. Colom, Mr. Ramos and Mr. Tapia doing rounds at the schools. 5) Asked the Board to bring back Mr. Tapia because the children are asking for him. 6) Hopes the Board gets a new President that is fair to all parents.

Catalina Bautista, Student, Commented: 1) Expressed support for Laura English. 2) She is thankful because Laura English dedicates all her time to students and helps them in any way she can. 3) Mr. Tapia gave students a warm welcome and has taught students not to make the same mistakes. 4) They shouldn't be moved because they are loved and appreciated.

Steven Kinney, Community Member, Commented: 1) Expressed support for Dr. Tapia. 2) The point was brought up about bringing people from our backyard as Interim Superintendent. Mr. Paul was from our front yard, a product of our schools, taught here and was the Superintendent. He also did two months in federal lock up. It doesn't necessarily benefit us to restrict our search to people from our backyard or our front yard. 3) Expressed support for Mr. Velasquez. He was a great benefit during his time here. 4) Mr. Velasquez helped Alpine and gave leadership to the San Diego County Board of Education. He has nothing but respect for Mr. Velasquez and looks forward to seeing the District support his return as the Interim.

9. CONFERENCE SESSION

Reports/Presentations

9.1 Solar Panel Project Update – Art Castanares

9.2 California Dashboard Presentation – Manuela Colom

9.3 Project Lead the Way – SciPhy Teachers – *Moved up before 9.1.*

10. ITEMS FROM THE BOARD & INTERIM SUPERINTENDENT – Moved up to follow Item 8.
Public Comment/Communications on Open Session Items

President Pallasigue, Commented: 1) Has a lot of respect for Dr. Tapia and found the support for Dr. Tapia amazing. 2) Respects the processes and privacy of every individual. 3) Expressed disagreement with the comment of a handful of vocal parents controlling her thinking. If she made a decision or vote, it's because it is the right thing to do and not because anybody pulled her strings. 4) She is making the most cautious decisions she can possibly make for everybody. No one benefits from a Principal being out of his station. 5) Board Members must follow the rules of protocol. Somebody will always be disappointed no matter what decisions are made. 6) This is not easy and it's not taken lightly. Wished there was a decision that could be made that would please everybody. 7) We do need sports. 8) She has immense respect for every parent, teacher, principal and for what staff does on a daily basis. 9) We will try, as a Board, to come together and make the next decisions with the forensic audit. 10) Apologizes to those that had run-ins with Dr. Willis but appreciates what she has done. 11) She met with the County Office of Education about sports. A contract was secured for sports but the vendor didn't provide.

Member Martinez, Commented: 1) It's important hearing from the community. 2) Expressed that the priority for him is making sure our kids have the best opportunities to succeed. 3) Asked Dr. Willis and Mrs. Colom to look into why our kids aren't playing soccer or sports with Sweetwater Union High School District. If it's a cost issue, we can secure donations or cut other things. It's a priority for him that our kids are playing soccer by February. 4) He is always cautious with Superintendent Search firms or law firms that promise to give you the best Superintendent. Costs should be kept to a minimal. The Board will review every applicant and decide for themselves who the next Superintendent should be with collaboration from teachers, classified and the community. 5) If Principal's Exchange isn't benefiting teachers we should look at other options. 6) Acknowledged Natalie and mentioned he shares the same social justice unionism idea.

Clerk Diaz, Commented: 1) The Board doesn't have the luxury to discuss details. 2) The number one person in the District had to leave. About a month later, the next person left and it was a big shock. In both cases, we tried not to violate any rules or privacy, but we were in the dark. 3) We don't make decisions lightly and without information. We listen to the community but we are prohibited by the law to talk about it. 4) Shared some good things over the last three years. Implemented Project Lead the Way, received the Digital Promise Grant, Modernization of Smythe and La Mirada School, District Office renovation, solar panels, instructional design, class size reduction and pay raises. 5) Asked Dr. Willis to place a white board by the Parent Center with a schedule to keep parents informed of events. 6) Asked Dr. Willis to make the calendar on the website easier to access. 7) Believes the District will move forward in the right direction.

Vice-President Lopez, Commented: 1) San Ysidro will always be united. 2) We've done good things and lacked in other things, like sports. Kids need sports. Doesn't think the money goes to where it should be. Directed Dr. Willis to look into this and wants an answer. 3) There are other programs that have gone away and wants to know why. Kids are missing out on opportunities. 4) Shared concerns about the technology in the District. 5) Doesn't like Principal's Exchange. She's attended several sessions and received feedback from teachers. Things that teachers were told to do are not for our community. They need to realize what our issues are here, we are not Los Angeles or Lynwood. They need to understand our families and our community. 6) Thanked everyone for attending and giving the Board their input. She knows it's not easy. There are things we can't discuss or say but it hurts us. 7) Staff should be doing their jobs and bringing programs and services to the District to give our kids that opportunity. 8) Parents and teachers are the heart of San Ysidro and their voice is important. We need to stay together and not let people from the outside tell us what San Ysidro needs.

Member Linares, Commented: 1) Decisions the Board makes are difficult and sometimes gets criticized for it. We make decisions with full knowledge of the situation, not because we don't like somebody. 2) Sometimes decisions are not popular but the community doesn't really know what is going on. 3) Assures everyone that his main concern are the students of San Ysidro. He doesn't make decisions without analyzing facts. 4) Appreciates that staff is supporting their Principal. That tells him that staff is united for the common good of students. 5) Has a Special Education student and that's why he's here. He is not popular but he does it for the students.

Interim Superintendent Willis, Commented: 1) Thanked everyone who spoke during the Board meeting. Listened to everyone's comments and said that when multiple voices come with different opinions, good decisions are made better. Appreciates what everyone said and takes it to heart. 2) The After School Coordinator was directed to register the middle schools for sports and will follow-up on that. 3) Thanked the Board for donating half a day for Board Governance. The Board covered how to make difficult decisions, talk to each other and iron out disagreements, how to listen and created general rules of guidelines.

The Board recessed at 7:36 p.m. and reconvened at 7:47 p.m.

At this time, the Board continued with Conference Session Reports/Presentations and began with Item 9.3 Project Lead the Way.

11. GENERAL ADMINISTRATION

11.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of November 9, 2017 and the Minutes of the Special Board meeting of November 6, 2017.

Motion: Pallasigue Second: Diaz Vote: Unanimous

11.2 SUPERINTENDENT SEARCH

The Board discussed and took action regarding next steps in the process for filling the position of Superintendent and providing Superintendent coverage should the Board not secure a replacement by mid-March.

- The Board directed Dr. Willis to begin the process to find an Interim Superintendent replacement through the San Diego County Office of Education.
- The Board will provide Dr. Willis with names of possible candidates.
- A profile will be sent to the SDCOE
- The Board agreed to consider an Interim Superintendent to Permanent and fly the position as soon as possible.

- The Board will take the lead with the Superintendent Search process.
- The Board will review all applications.
- The Board will get input from administrative, certificated and classified staff, DELAC, School Site Councils and the community.
- A survey will be sent for staff and community input.

Motion: Pallasigue Second: Diaz Vote: Unanimous

11.3 RESOLUTION NO. 17/18-3114 DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

The Board approved/ratified Resolution No. 17/18-3114.

Motion: Pallasigue Second: Lopez Vote: Unanimous

The Board recessed at 9:15 p.m. and reconvened at 9:29 p.m.

ROLL CALL by President Pallasigue

- Mrs. Rosaleah Pallasigue, President
- Mrs. Irene Lopez, Vice-President
- Mr. Marcos A. Diaz, Clerk
- Mr. Rodolfo Linares, Member
- Mr. Antonio Martinez, Member

11.4 RESOLUTION NO. 17/18-0005

The Board adopted resolution authorizing teacher services – Education Code Section 44256(b).

Motion: Lopez Second: Diaz Vote: Unanimous

11.5 FIRST READING OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION – 5113.1 CHRONIC ABSENCE AND TRUANCY

The Board approved first reading of new Board Policy and Administrative Regulation 5113.1 - Chronic Absence and Truancy.

Motion: Diaz Second: Pallasigue Vote: Unanimous

11.6 FIRST READING OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION – 5113.12 DISTRICT SCHOOL ATTENDANCE REVIEW BOARD (SARB)

The Board approved first reading of new Board Policy and Administrative Regulation 5113.12 - District School Attendance Review Board (SARB).

Motion: Diaz Second: Lopez Vote: Unanimous

11.7 FIRST READING OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION – 4030 NONDISCRIMINATION IN EMPLOYMENT

The Board approved first reading of revised Board Policy and Administrative Regulation 4030 - Nondiscrimination in Employment.

Motion: Diaz Second: Pallasigue Vote: Unanimous

Participant(s)	EVENT	PLACE	FROM/TO	COST	Funding
Kelli Hay, Cynthia Gonzalez	Illuminate Education Users Conference and Regional Meetings	San Diego	February 1-2, 2018	\$1,500.00	Title II Fund
Ana Bush, Carmen Verduco	General Mills K- 12 Connection Food Service Annual Event	San Diego	February 2, 2018	\$200.00	Cafeteria Fund 13
Adriana Aguilar, Juan Molina	San Diego Math Leaders Summit 2018	San Diego	February 14, 2018	\$0	No Cost
Denise Villezcas	Mini-Skills Sessions with Dr. Michael Hass	South Bay School District	March 2, 2018	\$80.00	Educationally Related Mental Health Services (ERMHS) Fund
Marcy Begins	Instructional Media Resource Associate (IMRA) Certificate Course of Study	San Diego	March 7, 2018	\$200.00	General Fund
Erika Meza, Sylvia Cervantes, Emilia Villanueva, Leticia Lemos, Carla Garcia, Juana Marin, Isela Huerta, Marisa Dorado, Marsha Omelina, David Alvarado, Brianne Anderson, Zenaida Rosario and DELAC parents: Linda Denton, Catalina Hernandez and Beckie Lowe	2018 CABE Conference	Sacramento	March 28-31, 2018	\$30,000.00	Title III Fund
Veronica Medina	2018 Education for Homeless Children and Youth Readers Conference	Sacramento	February 26-March 1, 2018	\$1,500.00	Title I Fund
Francisco Mata	2018 CalSPRA Annual Seminar & Awards	San Diego	March 1-3, 2018	\$309.00	General Fund

Participant(s)	EVENT	PLACE	FROM/TO	COST	Funding
Clarita Espiritu, Karla Garcidealba, Erika Hurtado, Evelyn Guanco, Gabrielle Rodriguez, Kimberly Bennett, Javier Cortes, Clarissa Marking, Veronica Hernandez, Entelechy Saron, Iliana Cornejo, Maria Kaai, Ted Vega and Thelma Sotelo	Kagan Cooperative Learning Institutes	San Clemente	March 22-23 and April 13-14, 2018	\$8,850.00	Title I Fund
Roberto Carrillo, Dalia Gonzalez Garcia and Jamie Barrett	Middle School Career and College Preparation Series	SDCOE	February 6, 2018 February 28, 2018 May 3, 2018	\$500.00	General Fund
Kelli Hay, Cynthia Gonzalez, Manuela Colom, and Laura Caballero	Demonstration of Increased and Improved Services for Unduplicated Pupils (DIISUP) Presentation	SDCOE	February 27, 2018	\$0	No Cost
Nadia Aviles, Vikki Viramontes, and Diana Pacheco	Introduction to Restorative Justice Training and Using Circles Effectively	SDCOE	January 30, 2018, February 6, 2018	\$977.42	Title I Fund

12B. BUSINESS

12B.1 PURCHASING REPORT

The Board approved/ratified the following purchase orders incurred by the District during the period of December 1, 2017 through January 12, 2018. (Report #6): § General Fund: 0000002757-0000002775, 0000002777, 0000002779-0000002790, 0000002792-0000002795, 0000002798-0000002805, 0000002808-0000002824, 0000002828-0000002843, 0000002845, 0000002847-0000002854, 0000002859-0000002874, 0000002876, 0000002879-0000002885, 0000002888-0000002917, 0000002919-0000002922, 0000002924-0000002925 § Child Development Fund: 0000002796, 0000002846, 0000002855-0000002858, 0000002918 § Child Nutrition Fund: 0000002776, 0000002778, 0000002797, 0000002844, 0000002877-0000002878, 0000002923 § Building Fund: 0000002807, 0000002825 § Capital Projects Fund: 0000002791.

12B.2 EXPENDITURE REPORT

The Board approved/ratified the expenditures incurred by the District during the period of December 30, 2017 through January 5, 2018. Listing sheets #2067 through #2081. Payments were made with checks #14-339021 through #14-350943 for a total expenditure of \$2,163,490.76.

12B.3 ACCEPTANCE OF DONATIONS

The Board accepted donations valued at \$113,471.09 to help support and enrich our educational programs.

12B.4 SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAM'S LAWSUIT RELATED ISSUES FOR SCHOOL YEAR 2017-18

The Board accepted the Report of William's Complaints for the second quarter, from October 1, 2017 to December 31, 2017 of the 2017-2018 school year for submission to the San Diego County Office of Education.

12B.5 AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR VISION & HEARING SCREENING SERVICES

The Board approved/ratified the agreement with The Regents of the University of California for vision and hearing screening services at a cost of \$19.50 per student from Preschool and Child Development funds.

12B.6 AGREEMENT WITH SAN DIEGO GAS AND ELECTRIC COMPANY FOR SPECIAL FACILITIES – SOLAR PROJECT

The Board approved/ratified the agreement with the San Diego Gas and Electric Company for Special Facilities services in connection with the solar project at no cost to the District. Manzana Energy will pay SDG&E for these services.

12B.7 AGREEMENT WITH DOUG'S SCHOOL BUS SAFETY & TRAINING SERVICES

The Board approved/ratified the agreement with Doug's School Bus Safety & Training Services from January 1, 2018 to December 31, 2018 at an estimated cost of \$5,000.00 from the General fund.

12B.8 AMENDMENT TO THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER AGREEMENT

The Board approved the amendment to the Advancement Via Individual Determination (AVID) Center agreement to include the cost of the Summer Institute for San Ysidro Middle School at an additional cost of \$6,080.00 from the Supplemental and Concentration fund.

12B.9 AGREEMENT WITH ARLEEN CONRADI

The Board approved the agreement with Ms. Arleen Conradi to provide an independent psychoeducational evaluation at a cost not to exceed \$2,500.00 from the Special Education fund.

12B.10 AGREEMENT WITH K TO COLLEGE

The Board approved the Memorandum of Understanding with K to College to provide school supply kits and other materials for eligible students at no cost to the District.

12B.11 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH ABA EDUCATION FOUNDATION FOR 2017-2018 SCHOOL YEAR

The Board approved the San Diego County Nonpublic Master Contract with ABA Educational Foundation for school year 2017-2018 at an estimated cost of \$10,000.00 from the Special Education fund.

12B.12 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ASELTINE SCHOOL (INDIVIDUAL SERVICES AGREEMENT REVISION)

The Board approved/ratified the revised Individual Services Agreement on NPS Master Contract with Aseltine School to include additional services at a total cost not to exceed \$54,094.70 from the Special Education fund.

12B.13 AGREEMENT WITH 3SCREENS.COM FOR OCEAN VIEW HILLS SCHOOL

The Board approved/ratified the agreement with 3screens.com for an assembly program at Ocean View Hills School at a cost of \$700.00 from Title I funds.

12B.14 AGREEMENT WITH KATHLEEN MOORE & ASSOCIATES

The Board approved/ratified the Agreement with Kathleen Moore and Associates effective January 1 through June 30, 2018 in an amount not to exceed \$35,000.00 from the General fund.

12B.15 COX CALIFORNIA TELCOM, LLC - ICB COMMERCIAL SERVICE AGREEMENT – AMENDMENT NO. 4

The Board approved Amendment No. 4 to the Cox California Telcom LLC, Commercial Service Agreement extending the term of the agreement at an estimated annual cost of \$151,440.00 from the E-rate fund.

12B.16 MEMORANDUM OF AGREEMENT FOR AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM 2017-18

The Board approved/ratified the Memorandum of Agreement with the San Diego County Office of Education for the After School Education and Safety Program for fiscal year 2017-2018.

12B.17 AGREEMENT WITH NYHART FOR ACTUARIAL VALUATION SERVICES

The Board approved the Agreement with Nyhart to conduct Actuarial Valuation Services for the District at a cost not to exceed \$8,800.00 from the General fund.

12B.18 AGREEMENT WITH BAKERNOWICKI DESIGN STUDIO

The Board approved the Agreement with BakerNowicki Design Studio for Architectural Services for portable buildings at Ocean View Hills and Vista Del Mar Middle School in an estimated amount of \$164,386.00 from the Developer Fees fund.

12B.19 AGREEMENT WITH SAN DIEGO MARITIME MUSEUM

The Board approved the Agreement with San Diego Maritime Museum for approximately 30 fourth grade students and 4 adults from La Mirada Elementary to participate in a field trip to the Star of India, San Diego Maritime Museum, at an estimated cost of \$3,310.00 from student fundraiser, General fund and the Supplemental and Concentration fund.

12B.20 AGREEMENT WITH DR. JILL WECKERLEY

The Board approved the agreement with Dr. Jill Weckerley, an independent educational evaluator, to provide independent psychoeducational evaluation at a cost not to exceed \$2,800.00 from the Special Education fund.

12B.21 CONSULTANT AGREEMENT WITH JIM HUGE FOR BOARD GOVERNANCE WORKSHOP

The Board approved/ratified the Agreement with Jim Huge as a consultant to facilitate the Board Governance Workshop at a cost not to exceed \$3,250.00 from the General fund.

12B.22 AMENDMENT TO THE AGREEMENT WITH QUALITY CONTROL CONSULTANTS, INC. AND CTE INC.

The Board approved/ratified the amendment to the agreement with Quality Control Consultants, Inc. and CTE Inc. to provide Inspector of Record Services and In-Plant Inspection Services related to the Solar Project at an estimated additional cost of \$25,000.00 with a not to exceed contract total of \$127,240.00 from the building fund. Manzana Energy has agreed to reimburse the District for any fees related to these services.

12B.23 AGREEMENT WITH BWE ENGINEERS

The Board approved the Agreement with BWE Engineers for topographic surveys related to the portable buildings installation projects at Ocean View Hills School and Vista Del Mar Middle School at an estimated amount of \$10,495.00 from the Developer Fees fund.

12C. PERSONNEL – CLASSIFIED

EMPLOYMENT

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

- 12C.1 Administrative Clerk I (La Mirada) – Alma Herrera effective February 1, 2018
- 12C.2 Bus Driver (Transportation) – Marcelino Martinez effective February 1, 2018
- 12C.3 Instructional Aide (Preschool) – Janelle Gonzalez effective February 1, 2018
- 12C.4 Substitute Campus Security – Juan Guerrero effective February 1, 2018
- 12C.5 Substitute Clerk – Claudia Renteria effective February 1, 2018
- 12C.6 Substitute Custodian – Daniel Herrera effective February 1, 2018

LEAVE OF ABSENCE

The Board approved leave of absence without pay for the following as recommended by staff:

- 12C.7 Instructional Aide – Ruth Gallegos from February 15, 2018 – April 13, 2018
- 12C.8 Instructional Aide Special Education - Hector Pedrero from February 5, 2018 – May 18, 2018

RETURN FROM LEAVE OF ABSENCE

The Board approved return from leave of absence without pay for the following as recommended by staff:

- 12C.9 Custodian – Salvador Gonzalez effective February 1, 2018

12D. PERSONNEL – CERTIFICATED

EMPLOYMENT

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

- 12D.1 Classroom Teacher (SYMS) – Cesar Villalobos effective February 1, 2018
- 12D.2 Substitute Teachers – Marco Andrade, Buenaventura Arriola, Gloria Casillas, Bianca Covarrubias, Jack Martinez, Savanna Ogan, Eugenia Salazar, Emma Serrato and Mathew Tappen effective February 1, 2018

12E. PERSONNEL – CONFIDENTIAL/MANAGEMENT

OUT OF CLASS COMPENSATION

The Board approved the 5% out of class compensation for the following as recommended by staff:

- 12E.1 Acting Director of Special Education – Oscar Madera from January 2018 until position is filled

11.1

Clerk Diaz made the motion to adjourn the meeting, seconded by Member Martinez. **Page 13 of 15** unanimous.

13. ADJOURNMENT

Time: 9:29 p.m.

Respectfully Submitted,

Mary L. Willis, Ed.D., Secretary
Governing Board

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JANUARY 18, 2018
12:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, January 18, 2018 at 12:00 p.m., and conducted its business meeting at the **San Ysidro School District – Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 12:00 p.m.

2. ROLL CALL by Mary L. Willis, Ed.D., Interim Superintendent & Secretary to the Board
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President- *Arrived at 12:02 p.m.*
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member

3. FLAG SALUTE by Mary Willis, Ed.D., Interim Superintendent & Secretary to the Board

4. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS
None at this time.

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 and address.**

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

5. GENERAL ADMINISTRATION

5.1 BOARD GOVERNANCE WORKSHOP

Facilitated by Jim Huge, Consultant

Clerk Diaz made the motion to adjourn, seconded by President Pallasigue. The vote was unanimous.

6. ADJOURNMENT Time: 4:30 p.m.

Respectfully Submitted,

Mary L. Willis, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Administration
Mary L. Willis, Ed.D.
Interim Superintendent

INITIAL: MLW
 Informational
 Action

AGENDA ITEM: 2018 CSBA DELEGATE ASSEMBLY ELECTION

BACKGROUND INFORMATION:

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

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

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly elections must be made by Governing Boards within their geographic sub regions or areas. Region 17 San Diego County has 10 vacancies. Attached you will find material regarding elections of representatives from Region 17 to the 2018 CSBA Delegate Assembly. Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020.

RECOMMENDATION:

Election of the following representatives to the 2018 CSBA Delegate Assembly (10 vacancies):
Elvia Aguilar (South Bay Union SD)*, Barbara Avalos (National SD)*, Maria Betancourt-Castaneda (National SD), Brian Clapper (National SD)*, Maria Dalla (National SD), Eleanor Juanita Evans (Oceanside USD)*, Armando Farias (Chula Vista ESD), Laurie Humphrey (Chula Vista ESD), Claudine Jones (Carlsbad USD)*, Elva Salinas (Grossmont Union HSD), Alma Sarmiento (National SD), Debra H. Schade (Solana Beach SD)*, Marla Strich (Encinitas Union ESD)* and Cipriano Vargas (Vista USD)*.

LCAP GOAL AND ACTION/SERVICE:

Goal: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: MLW

Financial Implications?

Are funds for this item available in the 2017-2018 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

Mary L. Willis
Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Superintendent's Office Certification:



California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION

BALLOT DEADLINE: Thursday, March 15, 2018

January 29, 2018

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Mike Walsh, President

Re: Ballot for 2018 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Thursday, March 15, 2018

Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, a résumé. In addition, provided is a watermarked “copy” of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the completed ballot on red paper is to be returned.**

The board, as a whole, may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). **Ballots must be postmarked by the U.S. Post Office on or before Thursday, March 15, 2018. No exceptions are allowed.**

Election results will be available no later than Friday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020. The next meeting of the Delegate Assembly is on Saturday, May 19 – Sunday, May 20 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA’s website no later than Friday, April 1. Please do not hesitate to contact our Executive Office at (800) 371-4691, should you have any questions. Thank you.

11.2

Page 2 of 20

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY, MARCH 15, 2018**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

Number of vacancies: 10 (Vote for no more than 10 candidates)

Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020

**denotes incumbent*

- | | |
|---|--|
| <input type="checkbox"/> Elvia Aguilar (South Bay Union SD)* | <input type="checkbox"/> Laurie Humphrey (Chula Vista ESD) |
| <input type="checkbox"/> Barbara Avalos (National SD)* | <input type="checkbox"/> Claudine Jones (Carlsbad USD)* |
| <input type="checkbox"/> Maria Betancourt-Castaneda (National SD) | <input type="checkbox"/> Elva Salinas (Grossmont Union HSD) |
| <input type="checkbox"/> Brian Clapper (National SD)* | <input type="checkbox"/> Alma Sarmiento (National SD) |
| <input type="checkbox"/> Maria Dalla (National SD) | <input type="checkbox"/> Debra H. Schade (Solana Beach SD)* |
| <input type="checkbox"/> Eleanor Juanita Evans (Oceanside USD)* | <input type="checkbox"/> Marla Strich (Encinitas Union ESD)* |
| <input type="checkbox"/> Armando Farías (Chula Vista ESD) | <input type="checkbox"/> Cipriano Vargas (Vista USD)* |

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

REGION 17 – 24 Delegates (18 elected/6 appointed ♦)

Director: Katie Dexter (Lemon Grove SD)

Below is a list of all the current Delegates with expired terms from this Region.

County: San Diego

Elvia Aguilar (South Bay Union SD), term expires 2018
Barbara Avalos (National SD), term expires 2018
Richard Barrera, (San Diego USD) ♦, appointed term expires 2019
Leslie Ray Bunker (Chula Vista ESD), term expires 2019
Brian Clapper (National SD), term expires 2018
Vacant, 2019
Eleanor Evans (Oceanside USD), term expires 2018
Al Guerra, (Alpine Union SD), term expires 2018
Beth Hergesheimer (San Dieguito Union HSD), term expires 2019
Claudine Jones (Carlsbad USD), term expires 2018
Michael McQuary (San Diego USD) ♦, appointed term expires 2018
Tamara Otero (Cajon Valley Union SD), term expires 2019
Dawn Perfect (Ramona USD), term expires 2019
Eduardo Reyes (Chula Vista ESD), term expires 2018
Barbara Ryan (Santee SD), term expires 2019
Debra Schade (Solana Beach ESD), term expires 2018
Nicholas Segura (Sweetwater Union HSD) ♦, appointed term expires 2018
Charles Sellers (Poway USD) ♦, appointed term expires 2019
Louis Smith (Coronado USD), term expires 2019
Arturo Solis (Sweetwater Union HSD) ♦, appointed term expires 2019
Marla Strich (Encinitas Union ESD), term expires 2018
Cipriano Vargas, (Vista USD), term expires 2018
Sharon Whitehurst-Payne (San Diego USD) ♦, appointed term expires 2019

County Delegate:

Guadalupe Gonzalez (San Diego COE), term expires 2019

County

San Diego

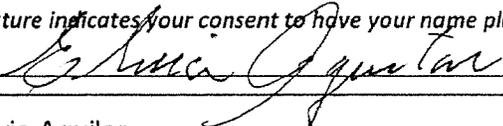
2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Signature:  Date: 11-10-17

Name: <u>Elvia Aguilar</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>South Bay Union School District</u>	Years on board: <u>27</u>
Profession: <u>Retired</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>(619)840-2559</u>
*Primary E-mail: <u>eaguilar@sbusd.org</u>	
<small>(*Communications from CSBA will be sent to primary email)</small>	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>5</u>	

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

My dedication to public education is reflected in my background, organizational membership, and ongoing professional development activities. I have developed valuable skills and experience, which support my service to the Delegate Assembly. If re-elected, I will continue my focus on strengthening the relationship between public education and CSBA, partners, legislators, business leaders, and the community we serve.

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

I have been a member of the Board of Trustees of the South Bay Union School District for 27 years and have held the positions of Clerk, Vice President, and President. I have also served on various District committees, including PTA (past President), PTSA, Booster Clubs, and a founding member and past President of the Education Foundation. I have also served our community as a member of the Optimist Club and LULAC. I have been a CSBA member for 27 years and have completed professional development, including the Masters In Governance and Master of Boardmanship programs. I have represented Region 17 as a Delegate Assembly member for five years.

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

Boards of Education are entrusted by their diverse communities to ensure that high quality education is provided to each student. CSBA provides training support, resources, and inspiration to governing boards and superintendents to maximize their effectiveness in carrying out their critical leadership functions.

2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

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

Signature: Barbara Avalos Date: December 13, 2017

Name: <u>Barbara Avalos</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>9</u>
Profession: <u>Pre Need Counselor</u>	Contact Number: (please <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619-550-6856</u>
*Primary E-mail: <u>bavalos@nsd.us</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>5 years</u>	

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

In my nine years as a member of the Governing Board, I have been involved in the selection committee for the Superintendent, Assistant Superintendent, Director and Principal searches. I have attended many functions representing the District and Governing Board in the community as well as having attended program assemblies, open houses, and parent nights at each of the school sites. Furthermore, I have visited each classroom in the District each year. I have completed the Masters in Governance Program twice and attended the annual conferences, which have strengthened my abilities as a member of the Governing Board. I have been involved in several committees throughout the community (health care, immigration, NALEO, etc.). I have served on the committee for the City area plan, which includes affordable housing. I also serve on the Board of Directors for the San Diego Organizing Project (SDOP). With the SDOP, I worked to remove hazardous auto/body shops that were dangerously close to schools.

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

I am our Governing Board's liaison to the Delegate Assembly, where I have assisted several times on the validation committee for the Golden Bell Award. I have participated as Principal for a Day for the Sweetwater Union High School District. As Board Clerk, I represented our District on the South County Region Committee with the challenge of developing a common calendar. As Board President, I worked with our community on the passing of a local bond to help with upgrading our schools. I am a member of the Education Legal Alliance. I have been involved in the development of our Strategic Plan as well as in the Local Control Accountability Plan. I shall continue to serve the diverse population of the region as well as the State that advocates for this region.

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

The biggest challenge facing school boards in California is the volatile funding mechanism that the State has in place for schools where we have good funding years and bad funding years. School boards are forced to make difficult decisions during tough economic times that often negatively impact students in the classroom. The lack of statewide funding and support for the building and maintenance of school facilities places the cost and support for these types of initiatives solely on the local communities. CSBA can act as a voice for change and as an advocate for districts.

2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

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

Signature: Maria Betancourt-Castaneda Date: 01/06/2018

Name: <u>Maria Betancourt-Castaneda</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>3 years</u>
Profession: <u>Business Owner/Homemaker</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619-495-8563</u>
*Primary E-mail: <u>mbcastaneda@nsd.us</u>	
<small>(*Communications from CSBA will be sent to primary email)</small>	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

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

I am interested in being a Delegate to improve the communicating between the District and CSBA. In addition, increase my knowledge as a Board Member to better serve my community.

As an active member of the community I have a good relationship with stakeholders which will benefit my ability to involve a variety of stakeholders.

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

I have served or currently serve as PTO President, School Site Council Representative, DAC, Preschool Liason, Fundraising Committee.

I am actively involved in the Youth Football and Cheer program for our community, currently serving at the capacity of President of the Association. I also assist our community High School program in fundraising for equipment, new uniforms and additional gear.

Completed the Masters in Governance and attend several CSBA Conferences throughout the years.

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

One of the biggest challenges our district faces is the stakeholders understanding the role of the Board Members and the difficult decisions that are required with always putting children first. Also, being able to manage the budget when changes eventually affect our district.

CSBA can help in addressing these challenges by providing training and communications to all stakeholders.

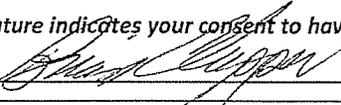
2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

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

Signature:  Date: December 13, 2017

Name: <u>Brian Clapper</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>5</u>
Profession: <u>Retired</u>	Contact Number: (please V <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619-405-7217</u>
*Primary E-mail: <u>bclapper@nsd.us</u>	
<small>(*Communications from CSBA will be sent to primary email)</small>	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>2 years</u>	

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

I would like to be a delegate to improve my board member skills. The skills I bring are of leadership, transparency and good communication.

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

I have served as Governing Board President. I currently serve as chairman of the board for the National City Chamber of Commerce. I am also an active member of the Host Lions Club. I have been instrumental in events like the Fourth of July carnival, Spirit of the Holidays event, which helps local families in obtaining a free meal for Thanksgiving. OneSight Eye Clinic is a yearly event I am also a part of. I attend many functions in representation of the National School District and Governing Board in the community. I actively support our local Middle and High Schools.

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

What I see as the biggest challenge is education funding. The budget is failing public school students in California and I want to help change this.

2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Signature: *Maria Dalla* Date: December 13, 2017

Name: <u>Maria Dalla</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>Three</u>
Profession: <u>Retired</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619-318-4031</u>
*Primary E-mail: <u>mdalla@nsd.us</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

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

I am seeking to become a California School Boards Delegate because I want to participate in the policy making process to ensure that the California School Boards Association reflects the interests of the National School District and all school districts and county offices throughout the state. I have completed the California School Boards Association Masters in Governance Program and will continue to gain insight by seeking every opportunity to be informed and continuing to learn. I am ready to fulfill a critical governance role within the Association as a delegate.

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

Community involvement and a fierce desire to advocate for the students of the National School District is my main motivation for having sought election to the National School District Governing Board. During my first few years as a school board member, I have dedicated a great deal of time educating myself and gaining skills that will help me make informed decisions for the betterment of our students and our district.

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

I see the allocation of school districts' limited resources as the biggest challenge facing most governing boards. There are many additional programs and projects that would benefit our students, but there is only "one pot of money" and many essential financial responsibilities pertaining to running a district that must be considered. CSBA can help governing boards by continue to foster effective relationships with the Legislature, the Governor's office, Congress, the White House, administrative agencies and educational organizations to provide us the latest news and facts so that we can render effective local policy decisions that affect our districts.

2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Signature: *Eleanor Juanita Evans* Date: 10/18/2017

Name: <u>Eleanor Juanita Evans</u>		CSBA Region-subregion #: <u>17</u>
District or COE: <u>Oceanside Unified School District</u>		Years on board: <u>9 Months</u>
Profession: <u>Trustee (Former Classroom Teacher)</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input checked="" type="checkbox"/> Home <input checked="" type="checkbox"/> Bus.)	<u>760.580.7208</u>
*Primary E-mail: <u>Eleanor.Evans@oside.us</u>		
<small>(*Communications from CSBA will be sent to primary email)</small>		
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, how long have you served as a Delegate? <u>5 Months</u>

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

I am an activist, organizer, scholar, and listener. I am a product of public education. My education began in a chicken shack that my parents converted to a one room school house for my cousins and myself because the Klan had burnt down the segregated school for Black students. I believe in quality public education for all students regardless of zip code, socio-economic status, sexual orientation/gender identity, or degree of skin melanin. As an educator, my passion has always been my classroom. I pride myself on the huge academic achievement strides of students under my tutorage. I have had many leadership roles from Director, Youth Conservation Core; administrator and facilitator at both school sites and central district offices. I was one of the California State Board of Education Commissioners who originated, wrote, and edited the California Common Core Academic State Standards. I am a Commissioner for the Commission on Credential Proficiency Commission, State of California Board of Education. I am a team player and a team leader. I believe in social justice, economic advancement, ethnic studies and cultural acceptance for all people.

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

As a new member of the Oceanside Unified School District Board of Trustees, I have been a sponge to absorb the operations, governance, nuances, practices, and core values of the OUSD Board of Trustees as the Board of Trustees carries out the duties and responsibilities of the core values and beliefs of our greater Oceanside Community. I am actively involved with promoting dual immersion of languages in the primary and secondary schools. I am actively involved in engaging and promoting our parents' voice by participating in the OUSD District Parent Advisory Committee to understand how OUSD's LCAP objectives and LCFF meshed/are meshing together. My primary focus is our students achieving to the very best of his/her ability in all areas of development.

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

In our everchanging social, political, and economic environment, the biggest challenges facing governing boards are to enable and empower our public school systems to thrive - not just survive. There are a litany of challenges included but not limited to poverty and school funding, class size and teacher morale, family factors and student behavior and attitudes; technology and media literacy; ethnic studies and gender inclusiveness; social-emotional learning and bullying; trust and transparency. There is not a magic bullet nor instant panacea for any of these issues but we must be ever vigilant, mindful, creative, and think outside of the box. The underlining solves for a huge number of these challenges is finance - mangement skills. Money is the Mother's milk in education.



2018 Delegate Assembly Candidate Biographical Sketch Form

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Signature: Date: 1/5/18

Name: <u>Armando Farías</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Chula Vista Elementary School District</u>	Years on board: <u>1</u>
Profession: <u>School Principal</u>	Contact Number: (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) _____
*Primary E-mail: <u>armando.farias@cvesd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

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

It is my interest to become a CSBA delegate for multiple reasons. First, I am committed to providing advocacy on behalf of children and public education. Second, I am interested in serving on strengthening lines of communication among CSBA and local board member and school districts. Furthermore, supporting policies that advocate for the success of stakeholders in education it's my calling. As an educator, school administrator and school board member, I bring multiple skills to the delegate assembly. I am well versed on instruction, leadership and team building.

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

As a school board member I am involved on ensuring our School District continues to provide a world-class education to our students. I am a member of the Special Education Advisory Committee and work with multiple stakeholders on ensuring our most vulnerable students continue to receive supports that would ensure their academic progress. Additionally, I visit school sites and meet with different groups of people to monitor the morale and safety of our school environments.

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

There are multiple challenges that confront governing boards today. The lack of resources and districts' inability to provide equity among all students continues to be major concerns. CSBA, through its strong policy direction and communication, provides support to public education's leadership. In addition, CSBA commitment to students' advocacy ensures school districts and board members receive the tools to materialize their visions.

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Signature: Laurie Humphrey Date: 1/1/2018

Name: <u>Laurie Humphrey</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Chula Vista Elementary</u>	Years on board: <u>one</u>
Profession: <u>Retired teacher</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619 987-7194</u>
*Primary E-mail: <u>lauriekhumphrey@gmail.com</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

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

I'm interested in being a delegate because I feel it is a great way to continue to learn and grow as a board member. It is the best way to stay informed, to network and to share information with other members across the state. I am a retired teacher from the district that I now serve so I would bring a unique perspective to the committee.

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

I have just completed my first year as a board member and have already contributed to making positive changes in our district. For example, reinstating participation in employee recognition at the local and county levels. I grew up in the community, attended the schools as well as taught for 23 years. I am an active volunteer in my church as well as in a sixth grade classroom weekly. I have attended two of the CSBA conferences as well as the new board member training.

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

One of the biggest challenges facing governing boards will be the impact of pension cost increases. Pension costs are set to triple by the year 2024 and most districts are going to have to rely on their reserves to cover the costs. Many programs will be either reduced or cut entirely. CSBA urges additional funding from the state as well as keeping the delegates informed on the latest information affecting their districts.



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Signature: Claudine Jones Date: 11/4/17

Name: <u>Claudine Jones</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Carlsbad Unified School District</u>	Years on board: <u>4</u>
Profession: <u>Financial Contractor</u>	Contact Number: (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input checked="" type="checkbox"/> Bus.) <u>760-331-5000</u>
*Primary E-mail: <u>cjones@carlsbadusd.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>3</u>	

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

Having served the Region #17 Delegate Assembly (DA) for the last 3 years has been a rewarding and invaluable experience. I'm interested in continuing to serve my region because the members of DA provide critical information to CSBA about our regional concerns and issues. I feel it's important to continue providing the North County coastal perspective to ensure our students' needs and issues are properly addressed. The Region #17 delegates work hard and collaborate to use our strong relationships with local legislators to advance CSBA's legislative priorities. I want to continue this work and build on recent successes such as, the school energy coalition, which brought together over 39 districts in the region to advocate for lowered energy costs and fair rates for solar schools. On the state-level, our delegates helped provide information and insight about the adverse impacts of the reserve cap on local budgets. After 3 years of working with our legislators, CSBA successfully passed legislation that greatly minimized any future impact.

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

I am currently serving on two PTA executive boards as parliamentarian and legislative chair. I am the parent co-leader of my daughter's competitive show choir team. I am currently serving as secretary to the Executive Board of the San Diego CA School Boards Association. In addition to serving on Delegate Assembly, I serve as CUSD's representative for the CA suburban school district legislative team and as a district audit committee member. I am the education committee chair of our local League of Women Voters. I've also served for 3 years as site validator for CSBA's Golden Bell award.

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

I believe the biggest challenge facing governing boards today is the lack of adequate funding for growing fiscal issues such as, escalating employment costs, pension liabilities, loss of federal funding, and the growing costs of technology, transportation and Special Education. I believe CSBA is poised to help local boards address these challenges through coordinated legislative action and a growing grass-roots program. I am a proud supporter of CSBA and I ask for your vote to continue serving our region as a delegate. Thank you.

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Signature: _____ Date: 12/21/17

Name: <u>Elva Salinas</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Grossmont Union High School District</u>	Years on board: <u>1</u>
Profession: <u>College Professor</u> Contact Number: (please <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619-244-2939</u>	
*Primary E-mail: <u>boardmembersalinas@gmail.com</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

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

Becoming a CSBA Delegate would help me grow as an educational advocate by providing me the environment to learn more about legislation affecting education. My extensive experience as an educator, PD coordinator, and program coordinator at the Community College level makes me a valuable asset to CSBA. I have been a professor at San Diego City College for 34 years, teaching Cosmetology (CTE) for 16 years and English/Chicano/a Studies for 18 years. Our students feed to us from the lowest socio economic regions in our city and are the most diverse population of any college in our region, so I know the importance of integrated student services and academic support programs, including student centered pedagogy/andragogy, and project based learning to ensure student success. For the last 15 years I have coordinated PD programs, ensuring the conscientious implementation of multiple state mandated initiatives, federal, state grants. As a CSBA delegate I would support and advocate for more PD for all staff members, culturally relevant and experiential education for our students, and adequate funding for our schools.

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

I have attended 2 CSBA Conferences since I was elected to office last year. Working alongside the Superintendent, his staff and seasoned board members ensured that I learn everything I needed to know to make well-informed decisions. I toured most of our 13 high schools and other sites, officiated four graduations, attended several award and represented our board on the District English Learner Advisory Committee. I participated in the 4th Annual East County Educational Alliance Summit; this coalition was created by the Grossmont-Cuyamaca Community College District and the Grossmont Union High School District to provide East County high school students a more direct path to college and a career. The San Diego Performing Arts League awarded me with the Star Award for bringing more than 3000 underserved students to the La Jolla Playhouse; recently I helped coordinate an LJP theater experience on the UCSD campus for students in our district. Most recently I was included in the book Chicana Tributes: Activist Women of the Civil Rights Movement-Stories for the New Generation for the work I have done in the immigrant rights communities.

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

The biggest challenge facing governing boards is the lack of public school funding to provide first-rate education that prepares our students for a culturally diverse, technologically sophisticated and global society. Our teachers, staff and administrators are being asked to do more and more with fewer and fewer resources. Accountability to the state is high and fiscal support is very low. In our district, inadequate charter schools are taking resources sorely needed by our schools; stricter regulation is needed. State funding timelines and monetary fluctuations, always a guessing game, makes it impossible to create a solid 5-year education plan or fiscal consistency. It is imperative that CSBA advocates an increase and adequate revenue for public education and charter school accountability through upcoming legislation.

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Signature: Alma Sarmiento Date: 12/13/17

Name: <u>Alma Sarmiento</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>24</u>
Profession: <u>Ret. Job Developer</u>	Contact Number: (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>(619) 987-1974</u>
*Primary E-mail: <u>asarmiento@nsd.us</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

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

After 24 years as a Governing Board Member in the National School District, I feel that I have many years of expertise to offer. After attending CSBA's Annual Education Conference for all these years I've found that there is always something new to learn and I still look forward to attending. I've participated in three different Superintendent searches, and I've been involved in negotiations with our local bargaining units and have sat at the table as well. I've also participated in numerous Superintendent evaluations. As a retired Job Development Specialist I've sat in on many interviews for Principals and Administrative staff. I've also served on our Chief of Police's Advisory Committee and several other capacities with our local law enforcement. I've served on many Boards of Directors including the National City Chamber of Commerce, American Cancer Society, Boys & Girls' Clubs, Little League baseball, Girls' Softball, Band Boosters, Quarterback Club and many others. I've also served on our Congressional Advisory Committee in several capacities as well as the Superintendent's Advisory Committee at the secondary level.

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

I've served as Board President on more than one occasion as well as Chairperson of the South Bay Region Boards of Education which consisted of four elementary school districts, two high school districts, and the community college district. I'm currently on the district Fundraising Committee and served on a committee which evaluated our Family Resource Center. I also served on our Uniform Adoption Committee in the past and our Zero Tolerance Committee. I formed and chaired our district's Safe Routes to Schools committee and recruited community members, city leaders, teachers, and Principals. We were able to bring in \$4.5 million to our small town and received high praise from the state level for our collaboration with the community. Throughout my tenure on the Governing Board I have been a constant supporter for fine arts for our children and will continue to be.

I have completed the Masters in Governance Program and attended the annual conference, which have strengthened my abilities as a member of the Governing Board.

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

The elephant in the room is the constant lack of funding at the state level. This has been going on the entire time I have served on the board. CSBA did an excellent job of hosting our gubernatorial candidates at the last conference which was ideal in bringing to their attention, the need for more money for our children. It provided us with an opportunity to get their attention and see what a dynamic force we are as champions for our children. It reminds me of our Joint School Boards Coalition when we got the attention of our local leaders by joining forces and showing them the strength of the population that we serve and how we best represented their constituency. CSBA's Legislative Day is a great opportunity to meet with our local representatives and I feel that we should expand on that and meet with them regularly so that they fully understand the needs in our individual communities.



Delegate Assembly Biographical Sketch Form

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Your signature indicates your consent to serve

Signature: [Handwritten Signature]

Date: 1/4/2018

Name: Debra H Schade

CSBA Region-subregion #: 17

District: Solana Beach School District

Years on board: 14

Profession: Health Research

Contact Number: (please v Cell Home Bus.) 8585252625

Primary E-mail*: dschade@sbsd.net

(*Communications from CSBA will be sent to primary email)

Are you a continuing Delegate? Yes No If yes, how long have you served as a Delegate? 2 years

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

I have served as a Delegate for Region 17 for 2 years and on the Solana Beach School District Board for 15 years. During this time I have been involved in a wide variety of education and local governance issues. I want to bring my record of leadership and advocacy to continue to represent Region 17. As a board member, I have been involved in our Regional Legislative Action Network and accompanied our superintendents to Sacramento to meet with legislators over issues concerning education in California. I have also represented our district on joint education committees with the mayor and members of the Solana Beach City Council and San Diego City Council members. Since 2002 I have been an active member of CSBA attending workshops, continuing education and annual conferences. I completed the CSBA Masters in Governance training. I have also attended the Coalition for Adequate School Housing (CASH), Small School District Association (SSDA), National School Board Association (NSBA) and California Women Lead Annual Conferences.

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

I currently serve on the Region 17 Delegate Assembly and San Diego School Board Association. I participated in the 2017 Golden Bell Award site visits, serve on the 2018 CSBA Nominating Committee and member of the 2017 Honoring Our Own Gala Committee. As an active leader in education, I have been involved as a volunteer and advocate for the past 18 years. Initially serving as a classroom volunteer, PTA member, Foundation and School Site President, I was elected to the board in 2002. During my tenure on the board I have served as Board representative to various district and regional committees including North County Consortium for Special Education (NCCSE), San Dieguito Alliance for Drug Free Youth, District Wellness Committee, Child Nutrition Focus Group, Facilities Master Planning Committee, District Envision Team, District Recycling Committee and Design Committees for Skyline and Solana Vista Elementary. In 2016 I was nominated for ACSA Region 18 School Board Member of the Year for work in STEM education and innovation. Our STEM program received a 2016 Golden Bell Award. I have been involved in many volunteer and community service activities.

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

The biggest challenge facing governing boards is the recent concurrent amount of change effecting students and education in California as well as the continued fight for adequate state funding. New standards have challenged districts to train and support staff in new curriculum and implementation for the classrooms. Our new student assessment system challenges districts and board members to understand and interpret results for improvement and celebration. Changes to the way school districts are funding through the Local Control Funding Formula (LCFF) and development of a strong Local Control Accountability Plan (LCAP) are also a current focus for board members. CSBA has been at the forefront of these changes and continues to provide information, education and support for districts and board members in their efforts to face the staggering amount of changes in education while focus on a positive vision for the future. With opportunities for collaboration, education, and communication CSBA helps by providing support of focused strong leadership for board members during this time of change.

DEBRA H. SCHADE PH.D.
Solana Beach School District
SOLANA BEACH, CALIFORNIA 92075
dschade@sbsd.net

PUBLIC SERVICE

SOLANA BEACH SCHOOL DISTRICT BOARD OF TRUSTEES

ELECTED 2002

PRESIDENT 2016-PRESENT, 2006-2008 • VICE PRESIDENT 2004-2005, 2014-2016

SCHOOL DISTRICT COMMITTEES: DISTRICT WELLNESS COMMITTEE • SOLANA VISTA DESIGN COMMITTEE • SKYLINE ELEMENTARY DESIGN COMMITTEE • PROPOSITION JJ • SOLANA BEACH EDUCATION FOUNDATION • DISTRICT SCHOOL SITE PLANNING COMMITTEE • DISTRICT STRATEGIC PLANNING COMMITTEE • DISTRICT GATE COMMITTEE • CHILD NUTRITION FOCUS GROUP • DISTRICT RECYCLING COMMITTEE • ENVISION COMMITTEE STEM INITIATIVE • NORTH COUNTY CONSORTIUM FOR SPECIAL EDUCATION (NCCSE) REPRESENTATIVE

SAN DIEGO COUNTY SCHOOL BOARD ASSOCIATION MEMBER 2016 - PRESENT

CSBA INVOLVEMENT

MASTERS IN GOVERNANCE (MIG GRADUATE 5/2016) • REGION 17 DELEGATE 2016 - PRESENT • 2018 CSBA NOMINATING COMMITTEE • CSBA GOLDEN BELL SITE VISIT 2016 • CSBA MIG CURRICULUM TASK FORCE 2016 • CSBA ANNUAL CONFERENCE ATTENDEE SINCE 2002 • CSBA BOARD RETREAT WORKSHOP • SCHOOLS FOR SOUND FINANCE MEMBER AND WORKSHOP PARTICIPANT • SMALL SCHOOL DISTRICT ASSOCIATION (SSDA) OF CALIFORNIA CONFERENCE ATTENDEE • COALITION FOR ADEQUATE SCHOOL HOUSING (CASH) ANNUAL CONFERENCE ATTENDEE • NATIONAL SCHOOL BOARD ASSOCIATION (NSBA) ANNUAL CONFERENCE ATTENDEE • CALIFORNIA STEM CONFERENCE ATTENDEE

LEGISLATIVE EXPERIENCE

REGIONAL LEGISLATIVE ACTION NETWORK • SCHOOLS FOR SOUND FINANCE REGIONAL AND STATE MEETINGS • MEETINGS REGARDING EDUCATION ISSUES WITH LEGISLATORS IN SAN DIEGO AND SACRAMENTO INCLUDING STATE ASSEMBLYMAN ROCKY CHAVEZ, STATE SENATOR TONI ATKINS, STATE ASSEMBLYMAN TODD GLORIA, FORMER U.S. REPRESENTATIVE RANDY CUNNINGHAM, FORMER STATE SENATOR DEDE ALPERT, FORMER STATE SENATOR BILL MORROW, FORMER ASSEMBLYMAN MARK WYLAND, FORMER SAN DIEGO CITY COUNCILMAN SCOTT PETERS, FORMER SAN DIEGO CITY COUNCILWOMEN SHERRI LIGHTNER AND STATE SENATOR MARTY BLOCK • CITY OF SOLANA BEACH LIAISON COMMITTEE WITH MEMBERS OF SOLANA BEACH CITY COUNCIL • CALIFORNIA WOMEN LEAD CONFERENCE ATTENDEE

COMMUNITY SERVICE

LEAGUE OF AMAZING PROGRAMMERS BOARD MEMBER • SAN DIEGUITO ALLIANCE FOR DRUG FREE YOUTH • KIDS KORPS USA CHAPTER PRESIDENT • TEEN KORPS USA CHAPTER PRESIDENT • TEEN VOLUNTEERS IN ACTION (TVIA) PARENT VOLUNTEER • SITE COUNCIL PRESIDENT • SOLANA BEACH EDUCATION FOUNDATION SITE PRESIDENT • SCHOOL PLAYGROUND VOLUNTEER • SKYLINE YOUNG SCIENTIST CLUB COORDINATOR • CLASSROOM VOLUNTEER • CANYON CREST ACADEMY BOYS SOCCER PARENT LIAISON • CANYON CREST ACADEMY BOYS WATER POLO PARENT LIAISON • MIRACLE LEAGUE OF SAN DIEGO VOLUNTEER • SAN DIEGO SURF SOCCER TEAM MANAGER • DEL MAR WATER POLO CLUB TEAM MANAGER • EARL WARREN SURF TEAM MANAGER

PERSONAL

PH.D. PUBLIC HEALTH PROMOTION • MARRIED WITH THREE SONS WHO ATTEND(ED) SOLANA BEACH SCHOOL DISTRICT AND SAN DIEGUITO UNION HIGH SCHOOL DISTRICT SCHOOLS

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Signature: Marla Strich Date: 12-12-17

Name: <u>Marla Strich</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Encinitas Union ESD</u>	Years on board: <u>19</u>
Profession: <u>Sales</u> Contact Number: (please check <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>760-519-7882</u>	
*Primary E-mail: <u>marla.strich@eusd.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>1 year</u>	

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

It is an honor to serve as a CSBA delegate, helping to formulate policy for the association, as well as assisting school boards throughout California in their vital work. I am a passionate advocate for public education, having traveled numerous times to Sacramento with CSBA, and to Washington, DC with NSBA to advocate on behalf of public education. I am a "big picture" thinker, and make decisions within that context in order to ensure that our actions benefit the greatest number of students. I am an articulate speaker, and have experience in dealing with the media.

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

I have served on the EUSD Board for 19 years. During my tenure I have been Board President four times. As noted above, I have attended legislative advocacy sessions as part of both CSBA and NSBA. I am a continuous learner, having completed the Masters in Governance program. I have consistently attended CSBA's AEC, as well as numerous NSBA Conferences, and have presented at both. I also attended CSBA's inaugural Leadership Conference.

I have a long history of leadership in my community, having served as school site council chair, PTA Legislative Vice President and long-term Girl Scout leader.

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

We must continue to defend and promote public education as the keystone of a democratic society. We must ensure that public education is adequately funded in California, so we can provide the world class, forward-looking education that our children deserve.



2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Signature: C. Vargas Date: 12/19/17

Name: <u>Cipriano Vargas</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Vista USD</u>	Years on board: <u>1</u>
Community Organizer Profession: <u>Organizer</u>	Contact Number: (please check <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>760-213-4498</u>
*Primary E-mail: <u>cvargas.trustee@gmail.com</u>	
(*Communications from CSBA will be sent to primary email) Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>1</u>	

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

As a current Delegate, I am invested in this organization and improving outcomes for students. I am a former teacher who was encouraged to run because of the inequities. I have served as a board member for the California University system. Education continues to play an important role, we need to ensure those opportunities continue.

- CSUSM Alumni Association Board of Directors
- CSBA Delegate
- President of North County SD Latino Democrats
- Community Organizer for SEIU 221
- District Delegate for State Democratic Party

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

- There seems to be a wave of newly elected board members, CSBA can continue to be a key point of contact for resources. We are at a crucial time in politics, both at the State & Federal level we must have a vocal and present. Lastly, boards need to continue to put equity at the forefront, our students need it.

Cipriano Vargas

cvargas.trustee@gmail.com
(760) 213-4498 Available Monday- Friday after 3pm PST

1086 Naomi Dr.
Vista, CA 92083

EDUCATION

- California State University San Marcos, San Marcos, CA
Bachelor of Arts in Sociology May, 2014
- Minor in Spanish and Women's Studies
 - 3.25 Cumulative GPA
 - Member of Order of Omega- National Greek Leadership Honor Society 2013 - 2014

EXPERIENCE

- SEIU 221, San Diego, CA September, 2017 - Present
Flip the 49th Neighbors in Action Field Organizer
- Field Strategy plan for voter engagement, voter registration and leadership building
 - Weekly canvasses and phonebanks with organization in the district
 - Organizing communities across CD 49th with action plan to target voters

- San Marcos Unified School District, San Marcos, CA September, 2016 - Present
Substitute Teacher
- Working in various grade levels for a school district of 21,000 students.

- KIPP Esperanza/Teach for America, San Antonio, TX June, 2014 – June 2016
Kindergarten Teacher
- Texas Teaching Certification in General Elementary EC-6 and Bilingual Education
 - Teach and deliver effective Spanish lessons to forty-four kindergartners.
 - Reach academic success through play based learning, parent workshops, culturally relevant teaching pedagogy and meeting the social & emotional needs of students.
 - Participated in an intensive summer training program to develop the skills and knowledge needed to achieve significant gains in student achievement. Simultaneously taught summer school program for students in Houston Independent School District (HISD) under the supervision of a faculty of experienced teachers.
 - Shared best practices for Spanish speaking students via teacher exchange program in Mexico
 - Participated in teacher development around Culturally Responsive Teaching, Restorative Justice and bilingual education.

- CSU Board of Trustees, Long Beach, CA July 2012 - June 2014
Student Trustee
- Co-represented the interests of 437,000 students to a 25 member board, with oversight of the 23 campus California State University System.
 - Worked with students to ensure that policies reviewed by the board were consistent in supporting student success and academic achievement.
 - Reviewed student graduation initiatives that incorporated learning communities, blending learning, remedial summer courses for English and math, in addition to programs that help push on academic success.

- Migrant Education Region IX, Vista, CA May 2013 - May 2014
Teacher's Assistant
- Assisted a teacher in a classroom of English language learners through small group work.
 - Developed and facilitated workshops on access to college and navigating college as a first generation college student.

Skills

- Spanish and English instruction for early childhood (Bilingual education)
- K-12 and Higher Education Policy Research, community organizing and public speaking
- Computer skills including Microsoft word, excel and PowerPoint

Leadership

- Schoolboard Member elect of Vista Unified School District
- Elected by the community to provide leadership and citizen oversight to VUSD.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Administration
Mary L. Willis, Ed.D.
Interim Superintendent

INITIAL: MLW
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 17/18-0008 CESAR CHAVEZ DAY

BACKGROUND INFORMATION:

The challenge of educating our children for responsible citizenship is explicit in the History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve. The framework, designed to guide local curriculum planners, stresses at each grade level the importance of teaching all student experiences of men and women of different racial, religious and ethnic groups. The framework embodies the understanding that our national identity, heritage, and creed are pluralistic. Mexican-American History reflects a determined spirit of perseverance and cultural pride in the struggle to equally share in the opportunities of this nation.

Cesar Chavez has inspired entire generations of Americans to participate in social and civic affairs and has motivated many to answer the call of public service. He conveyed hope and determination, especially to minority workers. Cesar Chavez, who was committed to non-violence in advocating change and was consistent with the principles of democratic society, serves as a role model for all of our students.

RECOMMENDATION:

Adopt Resolution No. 17/18-0008 celebrating the life, values and sacrifices of Cesar Chavez by honoring his birthday on March 31st as "Cesar Chavez Day."

LCAP GOAL AND ACTION/SERVICE:

Goal: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: MLW

Financial Implications?

Are funds for this item available in the 2017-2018 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:

Mary L. Willis
Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

**San Ysidro School District
Governing Board**

Cesar Chavez Day

Resolution No. 17/18-0008

WHEREAS, Cesar Chavez, founder and president of the United Farm Workers of America, passed away at the age of 66 of April 23, 1993;

WHEREAS, Cesar Chavez was a charismatic leader who conveyed hope and determination, especially to minority workers in their daily struggle against injustice and hardship; and

WHEREAS, Cesar Chavez inspired an entire generation of Americans to participate in social and civic affairs, and motivated many to answer the call to public service; and

WHEREAS, Cesar Chavez dedicated his life to the improvement of farm worker's employment and living conditions, and his struggles for that cause raised the social consciousness of the American Labor Movement; and

WHEREAS, Cesar Chavez was one of this Nation's most dynamic and effective spokesperson in the environmental and consumer movement against the heavy application of pesticides on food products; and

WHEREAS, the commitment of Cesar Chavez to non-violence in advocating change was consistent with the principles of a democratic society and serves as a role model for others to follow;

NOW, THEREFORE, BE IT RESOLVED by the San Ysidro School District Governing Board that the school district celebrate the life, values and sacrifices of Cesar Chavez by honoring his birthday, March 31st as CESAR CHAVEZ DAY. Additionally, the Governing Board encourages its personnel and community residents to implement activities that will educate the students and community on the contributions and principles of Cesar Chavez.

PASSED AND ADOPTED this 8th day of March, 2018 at a regular meeting of the Governing Board of the San Ysidro School District.

Rosaleah Pallasigue, President

Irene Lopez, Vice-President

Marcos A. Diaz, Clerk

Antonio Martinez, Member

Rodolfo Linares, Member

Mary L. Willis, Ed.D., Interim Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Business Services and District Operations
Peter Wong, Interim Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: SECOND INTERIM FINANCIAL REPORT FOR 2017-18 FISCAL YEAR

BACKGROUND INFORMATION:

AB 1200 requires local educational agencies (LEAs) to file Interim Reports of their annual budget as of October 31 and January 31 respectively. LEAs must collect the financial data for these reporting periods and project the financial conditions of the current and two subsequent fiscal years. Based on the projected financial conditions, the LEAs will certify the Interim Report in one of the following three categories.

- Positive – the school district **will** meet its financial obligations for the current and two subsequent fiscal years
- Qualified – the school district **may not** meet its financial obligations for the current and two subsequent fiscal years
- Negative – the school district **will not** meet its financial obligations for the current and two subsequent fiscal years

Please note that Education Code sections 42130 and 42131 require that Interim Reports be submitted to the Governing Board on the SACS forms, the format prescribed by the State Superintendent of Public Instruction. Per the Education Codes indicated above, the District hereby submits the 2017-18 Second Interim Report with a **Positive Certification** for Governing Board review and approval.

The 2017-18 Second Interim Report will be available to the public on the District’s website after Governing Board’s approval.

REPORT UNDER SEPARATE COVER

RECOMMENDATION:

Approve the 2017-18 Second Interim Financial Report with attached exhibits.

LCAP GOAL AND ACTION/SERVICE:

Goal No. 2: 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 type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: 
Financial Implications?		Are funds for this item available in the 2017-2018 Budget?				Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
N/A <small>(Amount)</small>	N/A <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>		

Recommended for: Approval Denial Certification Requested Yes No


Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Superintendent’s Office Certification: 11.4

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DE
 Informational
 Action

AGENDA ITEM: 2018-2019 STUDENT CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2018-2019 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Student Calendar for the 2018-2019 school year.

RECOMMENDATION:

Approve the 2018-2019 Student Calendar.

LCAP GOAL AND ACTION/SERVICE:

Goal #1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: mw

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

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:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

2018

SAN YSIDRO SCHOOL DISTRICT STUDENT CALENDAR

2019

Month	M	T	W	TH	F	Student Days	Holidays
July 2018	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	0	7/4 - Independence Day - Legal Holiday
August 2018	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	10 17 24 31	20	8/6 - First Day for Students
September 2018	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	19	9/3 - Labor Day - Legal Holiday
October 2018	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	18	10/1 - 10/5 Fall Break
November 2018	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	16	11/2 - End of first trimester 59 days 11/9 - In lieu of Veteran's Day - Legal Holiday 11/12 - 11/16 - Parent Conferences 11/19 - 11/23 Non Instructional days 11/22 - Thanksgiving Legal 11/23 - Local Holiday
December 2018	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	15	12/24 - 1/14 Winter Break 12/24 - 12/25 Declared and Legal Holidays 12/31 - Declared Holiday
January 2019	7 14 21 28	8 15 22 29	9 16 23 30	10 17 24 31	11 18 25	12	1/1 - New Year's Day - Legal Holiday 1/15 - Students Return 1/21 - Martin Luther King Jr. - Legal Holiday
February 2019	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22	18	2/15 - In lieu of Lincoln Holiday 2/18 - Washington Holiday
March 2019	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	16	3/8 - End of second trimester 65 days 3/18 - 3/22 - Parent Conferences 3/25 - 4/8 Spring Break 3/29 - In lieu of Cesar Chavez - Observed Holiday
April 2019	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	16	4/9 - Students Return
May 2019	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	10 17 24 31	22	5/27 - Memorial Day - Legal Holiday
June 2019	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	8	6/12 - Last Day for Students 6/12 - End of third trimester 56 days
						180	

◇ First/Last Day for Students ○ Minimum Days □ Legal/Local Holidays
 - - - - - End of Trimester

School Closed

Board Approved: _____

"Subject to modification if required by Collective Bargaining"

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: 2018-2019 CERTIFICATED WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the school year and to make necessary instructional plans, District staff members recommend the adoption of the attached Certificated Work Calendar for the 2018-2019 school year. This Certificated Work Calendar is the result of negotiations between the District and the San Ysidro Education Association (SYEA).

RECOMMENDATION:

Approve the 2018-2019 Certificated Work Calendar.

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 2017-2018 Budget?

Requisition #

Yes No

Yes No

N/A

(Amount)

--

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis
Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

2018

SAN YSIDRO SCHOOL DISTRICT
CERTIFICATED WORK CALENDAR

2019

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July 2018	2	3	4	5	6			7/4 - Independence Day - Legal Holiday	
August 2018	6	7	8	9	10			8/1 - Staff Development 8/2 - AM Staff Dev. - PM Teacher Prep 8/3 - Teacher Prep 8/6 - First Day for Students	Tch. Prep/Individual Planning Staff Mtg./Principal Directed Grade Level/Teacher Collaboration CCSS PLC/Principal Directed
September 2018	3	4	5	6	7			9/3 - Labor Day - Legal Holiday	Tch. Prep/Individual Planning Staff Mtg./Principal Directed Grade Level/Teacher Collaboration CCSS PLC/Principal Directed
October 2018	1	2	3	4	5			10/1 - 10/5 Fall Break	Tch. Prep/Individual Planning Staff Mtg./Principal Directed Grade Level/Teacher Collaboration
November 2018	5	6	7	8	9			11/2 - End of first trimester 59 days 11/9 - In lieu of Veteran's Day - Legal Holiday 11/12 - 11/16 - Parent Conferences 11/22 - Thanksgiving Legal 11/23 - Local Holiday	Tch. Prep/Individual Planning Staff Mtg./Principal Directed
December 2018	3	4	5	6	7			12/24 - 1/11 Winter Break 12/24 - 12/25 Declared and Legal Holidays 12/31 - Declared Holiday	Tch. Prep/Individual Planning Staff Mtg./Principal Directed Grade Level/Teacher Collaboration
January 2019	7	8	9	10	11			1/1 - New Year's Day - Legal Holiday 1/14 - AM Staff Dev. - PM Teacher Prep 1/15 - Students Return 1/21 - Martin Luther King Jr. - Legal Holiday	Tch. Prep/Individual Planning Staff Mtg./Principal Directed
February 2019	4	5	6	7	8			2/15 - In lieu of Lincoln Holiday 2/18 - Washington Holiday	Tch. Prep/Individual Planning Staff Mtg./Principal Directed CCSS PLC/Principal Directed
March 2019	4	5	6	7	8			3/8 - End of second trimester 65 days 3/18 - 3/22 - Parent Conferences 3/25 - 4/5 Spring Break 3/29 - In lieu of Cesar Chavez - Observed Holiday	Grade Level/Teacher Collaboration Staff Mtg./Principal Directed Tch. Prep/Individual Planning
April 2019	8	9	10	11	12			4/8 - AM Staff Dev. - PM Teacher Prep 4/9 - Students Return	Tch. Prep/Individual Planning Grade Level/Teacher Collaboration Staff Mtg./Principal Directed
May 2019	6	7	8	9	10			5/27 - Memorial Day - Legal Holiday	Tch. Prep/Individual Planning Staff Mtg./Principal Directed Grade Level/Teacher Collaboration CCSS PLC/Principal Directed
June 2019	3	4	5	6	7			6/12 - End of third trimester 56 days 6/12 - Last Day for Students 6/13 - AM Staff Dev. - PM Teacher Prep	Grade Level/Teacher Collaboration
						180	186		

◇ First/Last Day for Students
End of Trimester Elementary △

○ Minimum Days

▭ Legal/Local Holidays

Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved: _____

Subject to modification if required by Collective Bargaining

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Administration
Mary L. Willis, Ed.D.
Interim Superintendent

INITIAL: *MLW*
 Informational
 Action

AGENDA ITEM: FISCAL STABILIZATION PLAN

BACKGROUND INFORMATION:

While the District Second Interim Budget Report has a positive certification, it has been established that the District is deficit spending. This year the state allocated one-time money that brought the deficit spending under the \$2 million mark. In the third year out, it is estimated that the deficit spending will exceed \$3 million. At the same time, management recognizes the need for an additional teacher and classified support staff.

Senior management identified a number of management positions as well as consulting services that were added in the past few years. In addition, it was recognized that the management salary schedule was revised repeatedly in the past few years resulting in extraordinary salary increases for some positions. So that the fiscal impact of the management salary schedule can be transparently presented, affected management positions were identified and meetings were held with individuals who were impacted by the past recent collapse of the management salary schedule. At this time, both the fiscal stabilization plan and the management salary schedule is being brought forward for board approval.

The fiscal impact of this stabilization plan results in an unrestricted general fund savings of \$1,035,122.00. These savings results in additional support for technology, custodian, and gardeners through the reduction of management and consulting services.

RECOMMENDATION:

Adopt the Fiscal Stabilization Plan.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement and Goal #2: Climate

Action/Service: Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: *MLW*

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

Yes No

Budget Reduction of \$1,035,122.00 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Mary L. Willis
Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Superintendent's Office Certification: **11.7**
Page 1 of 6

**San Ysidro Elementary School District
Fiscal Stabilization Plan
8-Mar-18**

San Ysidro School District filed a positive certification for both the 2017-18 first and second interim budget reports. San Diego County Office of Education concurred with SYSD certification and at the same time expressed the need to make adjustment in the budget as a result of deficit spending. As a result, the following Fiscal Stabilization Plan is being presented to the Board for review and consideration.

Attached are proposed organizational charts for the Board/Superintendent and various divisions along with salary schedules. Longevity increments for the management salary schedule is consistent with CSEA longevity steps. In a few instances past salary schedule adjustments resulted in single year five figure increase for some management positions and placed these managers at the highest rates within the entire county. This salary schedule reinstates balance and re-benches salary schedules that were out of proportion. The Board/Superintendent chart proposes a revised senior management chart and salary schedule. Along with the consolidation of duties under one individual in each division are both reductions and elimination of management positions.

Components of the Fiscal Stabilization Plan are outlined below:

Reorganization of management structure:

In the past few years a number of management positions were added at the District Office level. In addition a number of management position salaries were significantly increased when the management salary schedule was collapsed without detailing the fiscal impact. To ensure that resources directly impact students and the school sites, administration first reviewed the most recently added management positions. Administration also discovered that because of redundancy in management positions, it is not always clear as to who is responsible for which programs and projects and as a result procedures and protocols are ambiguous at best. It is difficult at times to determine who is responsible for which duties. To provide for more concise and efficient operations, it is recommended that senior management take ownership and responsibility for a wider range of responsibilities. The net ongoing cost savings is estimated to be \$1,235,122. If approved this reorganization will add duties and responsibilities to two senior managers resulting in approximately a \$3000 annual increase. The Executive Director of Human Resources would assume more duties and the title of Assistant Superintendent of Human Resources and the Executive Director of Curriculum and Instruction position would become the Assistant Superintendent of Education Services adding additional responsibilities. While the recommendation is that the incumbent employees assume the new positions, it is up to the Board's discretion as to whether to open the position up for competitive applicants. Further, the proposed management salary schedule is designed to create equity and consistency within the organization.

a.	Reduce contracted services	(\$928,689.00)
b	Management reductions	(\$280,356.00)
Business Services Realignment		

11.7

**San Ysidro Elementary School District
Fiscal Stabilization Plan
8-Mar-18**

c.	Restructuring and realignment of management positions	(-\$340,830.00)
d.	2 Executive Director positions transformed to Assistant Superintendent positions (+\$3,000 each)	\$6,000.00
Management salary re-bench to attain consistent and equitable salary schedules		
e.	Re-bench CBO position	(\$74,000.00)
f.	Re-bench Superintendent position	(\$60,000.00)
g.	Rebenching various management positions	(\$127,317.00)
IT Department		
h.	Add one Information Computer Specialist	\$72,700.00
i.	Add Information Systems Network Analyst	\$85,170.00
Transportation/Maintenance		
j.	Eliminate Coral gate route	(\$15,000.00)
k.	Purchase 2 new busses at an estimated cost of \$280,000 instead of leasing three used busses @\$72,000 per year. It is financial neutral for the first 4 years and the District shall realize an annual saving of \$72,000 starting year 5.	\$0.00
l.	Add two gardener positions	\$123,600.00
m.	Add one custodian position	\$61,800.00
n.	Add one maintenance worker	\$61,800.00
Contract Services		
o.	Eliminate External storage	
Special Education		
p.	Hire in-house staff as opposed to contract out speech therapy services (\$700,000). Must negotiate with SYEA to develop a separate salary schedule for LSH	TBD
q.	Add RSP teacher at SYMS to provide enhanced inclusion program	\$80,000.00
r.	Inclusion training for general education teachers, use savings from Principal Exchange (Title II), allows the District to serve more students and prioritize service needs.	\$100,000.00
	Net Total Savings (unrestricted general fund: \$1,035,122.00)	(\$1,235,122.00)

Senior Management Salary Schedule

	1	2	3	4	5	6
ASSISTANT SUPERINTENDENT	\$ 140,142.46	\$ 143,646.02	\$ 147,237.17	\$ 150,918.10	\$ 154,691.05	\$ 158,558.33
CHIEF BUSINESS OFFICER	\$ 147,237.17	\$ 150,918.10	\$ 154,691.05	\$ 158,558.33	\$ 162,522.29	\$ 166,585.34
SUPERINTENDENT	\$ 180,000.00	\$ 184,500.00	\$ 189,112.50	\$ 193,840.31	\$ 198,686.32	\$ 203,653.48

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: REVISED ORGANIZATIONAL CHART

BACKGROUND INFORMATION:

According to Board Policy 4301, the District shall maintain a current District organization chart which designates lines of primary responsibility and the relationships among all District positions.

RECOMMENDATION:

Approve the revised Organizational Chart.

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 2017-2018 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

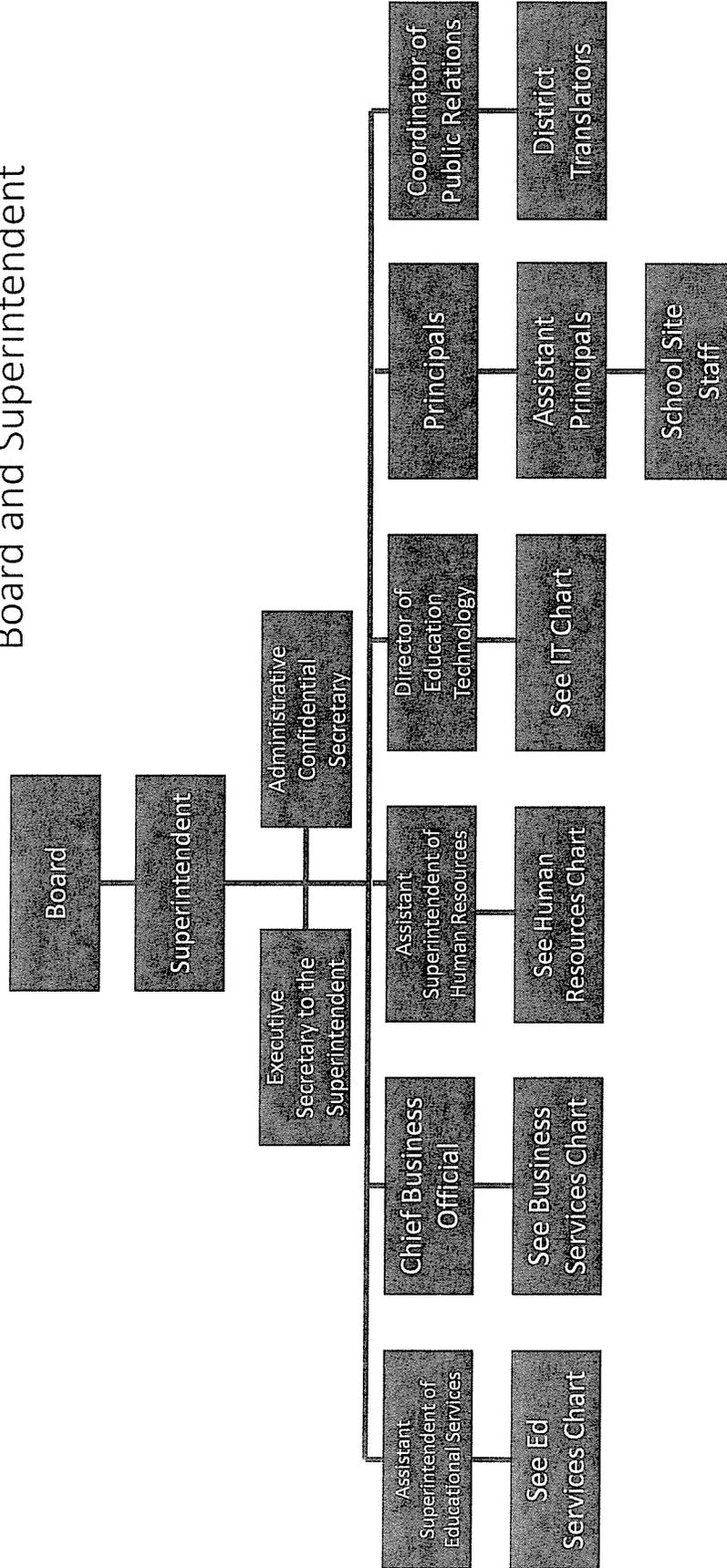
Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

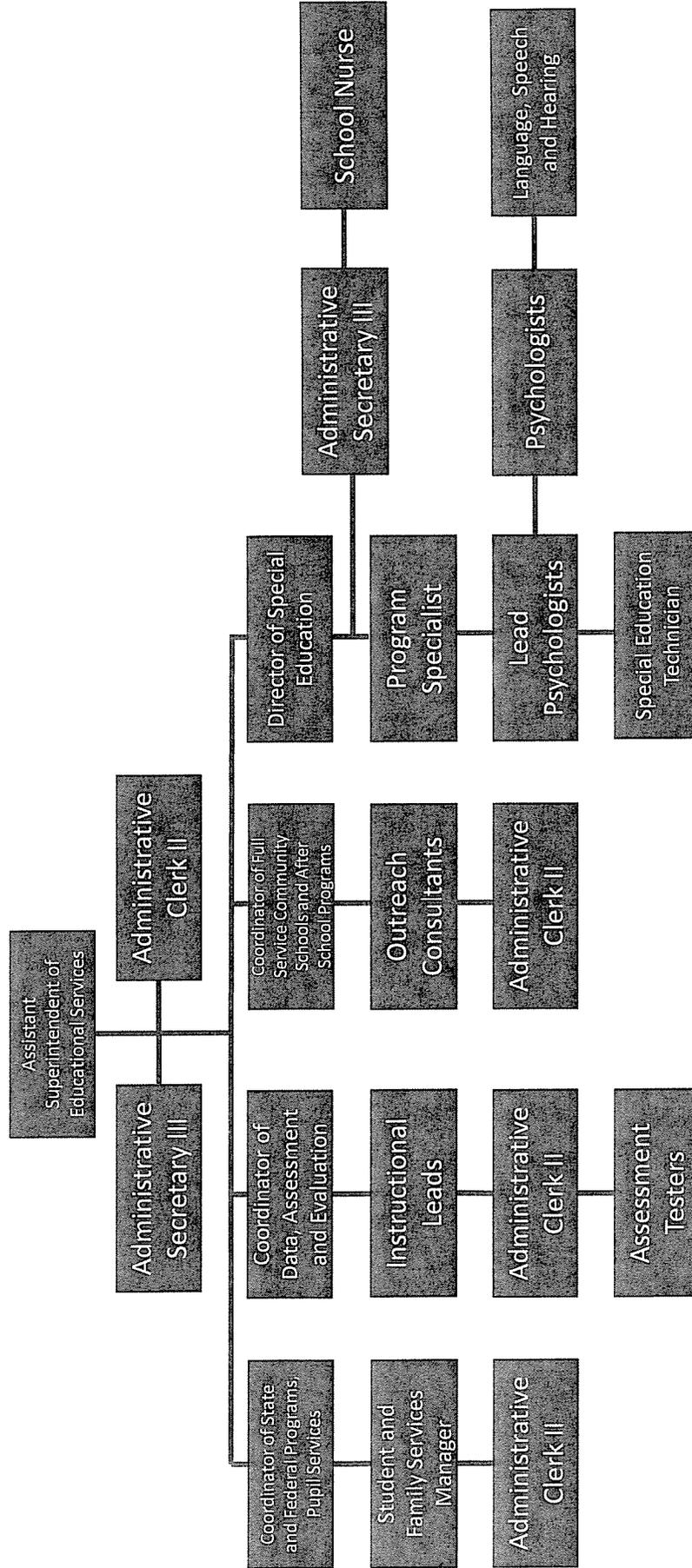


Board and Superintendent



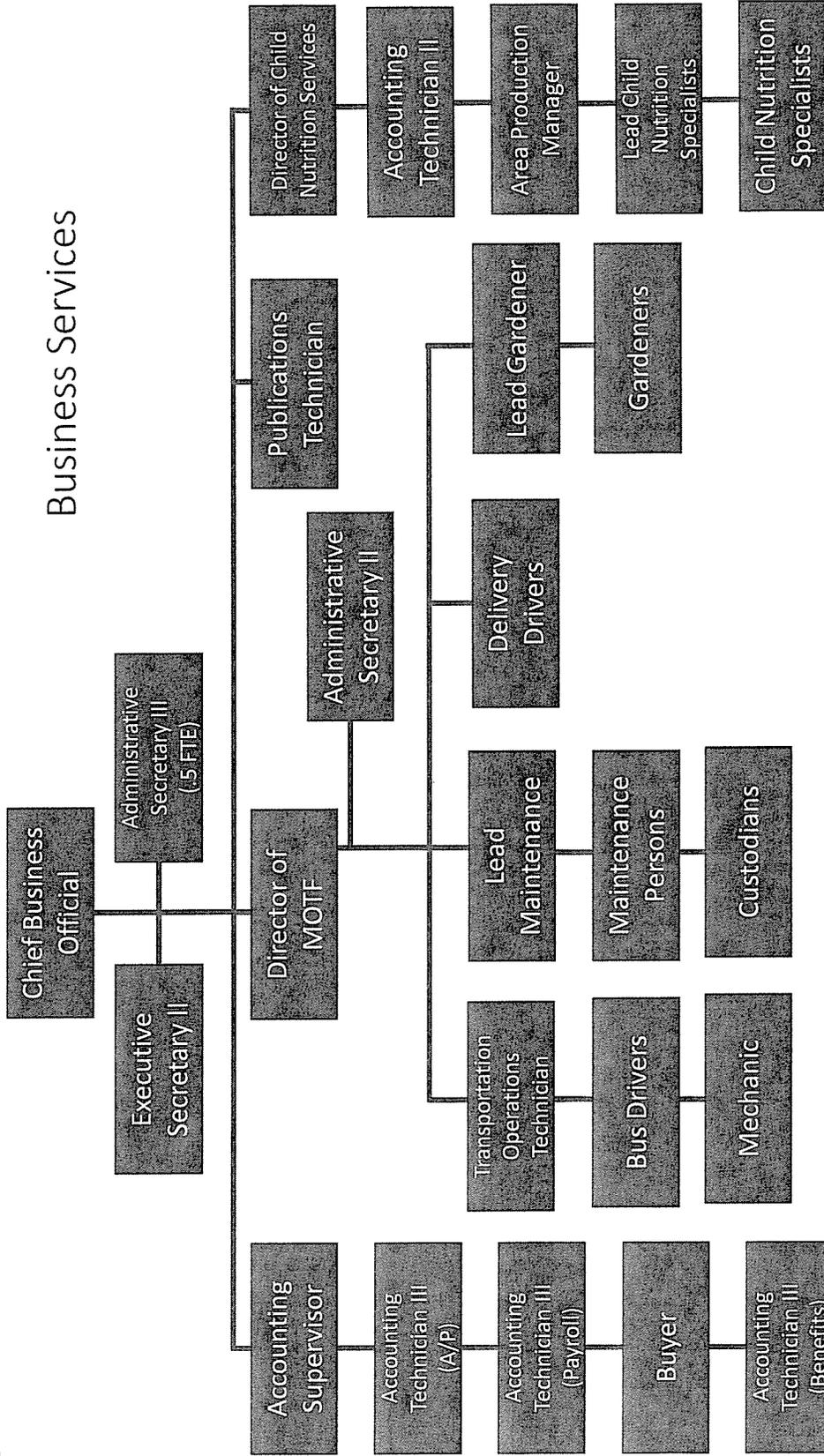


Educational Services



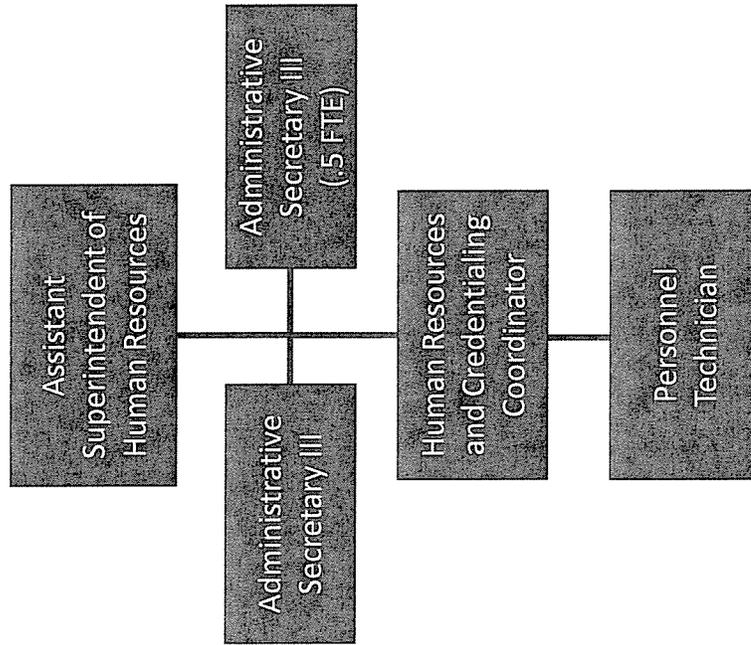


Business Services



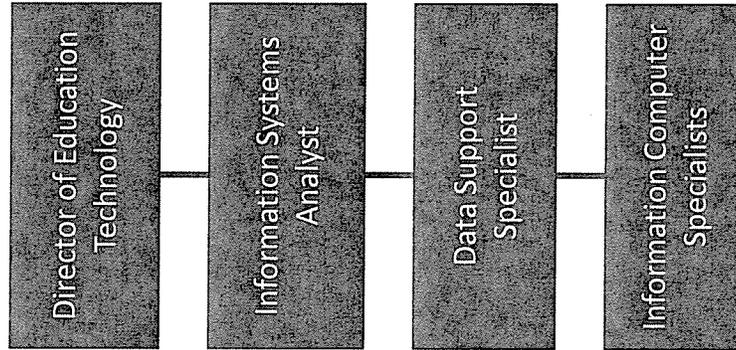


Human Resources





Information Technology



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DR
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 17/18-0009

BACKGROUND INFORMATION:

It has been determined that it will be necessary to reduce or eliminate the following classified management positions of the District at the close of the 2017-2018 school year for lack of funds and/or lack of work. The reduction in salary and elimination of positions will result in savings to the District of approximately \$300,000 annually.

RECOMMENDATION:

Adopt Resolution No. 17/18-0009 authorizing the District to reduce or eliminate classified management positions of the District at the close of the 2017-2018 school year for lack of funds and/or lack of work.

LCAP GOAL AND ACTION/SERVICE:

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: *[Signature]*

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

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:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION NO. 17/18-0009**

**NOTICE OF LAYOFF FOR CLASSIFIED MANAGER, COORDINATOR, AND
DIRECTOR (MANAGEMENT) EMPLOYEES – REDUCTION IN FORCE
DUE TO LACK OF FUNDS AND/OR LACK OF WORK**

WHEREAS, Education Code sections 8366, 45114, 45115, 45117, 45298 and 45308 require that notice of layoff for lack of funds and/or lack of work be provided to classified employees and set forth the procedures for laying off and reemploying such employees; and

WHEREAS, the District's current fiscal circumstances have been adversely impacted by the miscalculation and reporting of average daily attendance as well as by a reduction in state funding; and

WHEREAS, the Board and the Superintendent have an affirmative duty to protect and ensure the fiscal solvency of the District while continuing to provide important educational and health and welfare services to the students of the community and District; and

WHEREAS, as a result of ongoing deficit spending, the District needs to reduce expenses without sacrificing the high quality of instruction and services provided; and

WHEREAS, in the effort to reduce expenses, the Superintendent has conducted a review of management staffing and compensation levels throughout the District in comparison to neighboring school districts; and

WHEREAS, it has been determined that current management compensation levels are unreasonably and disproportionately high for the size of the District and the duties of the position relative to other districts in the county; and

WHEREAS, the District cannot sustain those disproportionate compensation levels in the face of the District's current fiscal circumstances and must therefore realign those compensation levels and salary schedules to ranges consistent with present industry standards; and

WHEREAS, as a consequence of the management staffing and compensation reviews and the District's current fiscal circumstances, it has been determined there will need to be a bona fide reduction to some salaries for, or elimination altogether of the service being performed by, certain classified management employees; and

WHEREAS, those classified management employees whose positions are being eliminated shall be subject to layoff for lack of funds and/or lack of work, and shall be given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights, if any; and

WHEREAS, the Superintendent has recommended that the positions for the classified management employees set forth in Exhibit A (attached hereto and incorporated herein by reference as though fully set forth) be eliminated or have their salaries reduced for the 2018-2019 school year; and

WHEREAS, it is estimated that the reduction in salary and elimination of positions will result in savings to the District of approximately \$300,000 annually, in addition to other cost saving measures, including renegotiating vendor contracts.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Board of Education for the San Ysidro School District that:

SECTION 1: The Board of Education finds that it shall be necessary, pursuant to the recitals above incorporated by this reference, to reduce the salaries for, or eliminate altogether, the classified positions listed in Exhibit A as a result of lack of funds and/or lack of work. The Superintendent or her authorized designee is directed to take all appropriate action needed pursuant to the applicable provisions of the Education Code and Board Policies.

SECTION 2: The Board of Education directs the Superintendent or her authorized designee to give notice to the affected employees not less than 60 days prior to the effective date of layoff due to a lack of funds and/or lack of work and of their displacement rights, if any, and reemployment rights, if any.

PASSED AND ADOPTED by the San Ysidro School District Board of Education on this 8th day of March, 2018, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Rosaleah Pallasigue
President of the Board of Education

ATTESTED TO:

Marcos A. Diaz
Clerk of the Board of Education

EXHIBIT A

Positions Eliminated:

545865
607161
131722
544554

Estimated Cost Saving:

\$ 160,830
\$ 145,090
\$ 135,266
\$ 175,000

Position Downgraded

545863

\$ 30,000

Positions Rebenched

362719
123758

\$ 16,380
\$ 10,937

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICY – 4112.21 INTERNS

BACKGROUND INFORMATION:

The Board Policy has been revised to accurately reflect current intern qualifications.

RECOMMENDATION:

Approve first reading of revised Board Policy 4112.21 – Interns.

LCAP GOAL AND ACTION/SERVICE:

Goal #1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: *m*

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

INTERNS

The district may employ interns as necessary to fulfill the need for sufficient instructional staff and to provide future teachers an opportunity to link teaching theory with practice in order to meet state credentialing requirements. In addition, the district may employ teachers who already possess a preliminary or clear credential and are pursuing a credential in a different specialization as interns for positions that require such other credential.

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching English Learners)

(cf. 4112.23 - Special Education Staff)

The district may enter into partnership agreements with one or more approved teacher preparation programs sponsored by colleges or universities and/or may provide a district intern program with approval of the Commission on Teacher Credentialing (CTC). Any intern program in which the district participates shall be aligned with the preconditions and program standards adopted by the CTC.

The Superintendent or designee shall make reasonable efforts to recruit an intern from an approved program within the region whenever a teacher with a preliminary or clear credential is not available for a position requiring certification. (Education Code 44225.7)

(cf. 4111/4211/4311 - Recruitment and Selection)

The Superintendent or designee shall ensure that any intern employed by the district possesses an appropriate intern credential and is adequately prepared for the responsibilities of the position.

An intern may be assigned to provide the same service as a holder of a regular multiple subject, single subject, or education specialist credential in accordance with the authorizations and grade/age level specified on the intern credential. (Education Code 44454, 44325, 44326, 44830.3)

(cf. 4113 - Assignment)

Terms of employment for interns shall be consistent with law and the district's collective bargaining agreement, as applicable.

(cf. 4116 - Probationary/Permanent Status)

(cf. 4141/4241 - Collective Bargaining Agreement)

INTERNS (continued)

Interns shall receive intensive, structured supervision and ongoing support by qualified personnel in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and that they maintain frequent communication with the interns they are assigned to assist.

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated in accordance with Board policy and the district's collective bargaining agreement.

(cf. 4115 - Evaluation/Supervision)

Upon receiving notification from the Superintendent or designee that an intern has successfully completed the program, the Governing Board may recommend to the CTC that the intern be awarded a preliminary credential. (Education Code 44328, 44468, 44830.3)

The Board shall regularly evaluate the effectiveness of the intern program(s) to determine whether changes are needed in the support and/or assignment of interns. The Board's evaluation shall be based on a report by the Superintendent or designee, including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain general education or education specialist credentials.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

INTERNS (continued)

Legal Reference:

EDUCATION CODE

- 300-340 English language education for immigrant children
- 44225 Credentials, responsibilities of Commission on Teacher Credentialing
- 44225.7 Priority for hiring fully prepared teacher
- 44253.3-44253.4 Certificate to provide services to English learners
- 44253.10 Qualifications to provide specially designed academic instruction in English
- 44259 Minimum requirements for teaching credential
- 44314 Diversified or liberal arts program
- 44321 CTC approval of intern programs
- 44325-44328 District interns
- 44339-44341 Teacher fitness
- 44450-44468 Teacher Education Internship Act of 1967 (university interns)
- 44830.3 Employing district interns
- 44885.5 District interns classified as probationary employees

CODE OF REGULATIONS, TITLE 5

- 80021.1 Provisional internship permit
- 80033 Intern teaching credential
- 80055 Intern credential, extension for extenuating circumstances

COURT DECISIONS

- Renee v. Duncan, 686 F.3d 1002 (2012)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

- CL-840 Early Completion Option
- SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev. February 2014
- Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners, Program Sponsor Alert 13-06, June 3, 2013
- Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May 2013
- California Standards for the Teaching Profession, October 2009
- Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
- Administrator's Assignment Manual, 2008

- Preparation of Intern Credential Holders Prior to Service as Teacher of Record as an Intern, Coded Correspondence 08-03, March 3, 2008

U.S. DEPARTMENT OF EDUCATION GUIDANCE

- Improving Teacher Quality State Grants, rev. October 5, 2006

WEB SITES

- CSBA: <http://www.csba.org>
- Commission on Teacher Credentialing, Interns: <http://www.ctc.ca.gov/educator-prep/intern>
- U.S. Department of Education: <http://www.ed.gov>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: FIRST READING OF REVISED ADMINISTRATIVE REGULATION –
4112.22 STAFF TEACHING ENGLISH LANGUAGE LEARNERS

BACKGROUND INFORMATION:

The Administrative Regulation has been revised to expand the definition of English Learner and teacher qualifications.

RECOMMENDATION:

Approve first reading of revised Administrative Regulation 4112.22 – Staff Teaching English Language Learners.

LCAP GOAL AND ACTION/SERVICE:

Goal #1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: jm

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

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:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

STAFF TEACHING ENGLISH LANGUAGE 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)

Instruction for English language development (ELD) means instruction designed specifically for English learners to develop their listening, speaking, reading, and writing skills in English. (Education Code 44253.2)

Specially designed academic instruction in English (SDAIE) means instruction in a subject area, delivered in English, that is specially designed to meet the needs of English learners. (Education Code 44253.2)

Primary language instruction includes both *primary language development* designed to develop English learners' listening, speaking, reading, and writing skills in their primary language and *content instruction delivered in the primary language* in any subject area. (Education Code 44253.2)

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

Teacher Qualifications

Only a teacher who possesses an appropriate authorization issued by the Commission on Teacher Credentialing (CTC) shall provide ELD, SDAIE, and/or primary language instruction in a class with one or more English learners.

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

(*cf.* 4112.2 - *Certification*)

(*cf.* 4112.21 - *Interns*)

(*cf.* 4113 - *Assignment*)

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

(*cf.* 4222 - *Teacher Aides/Paraprofessionals*)

STAFF TEACHING ENGLISH LANGUAGE LEARNERS (continued)

The district may, for the purpose of providing primary language instruction, hire bilingual teachers who are employed in public or private schools of a foreign country, state, territory, or possession, provided such teachers speak English fluently and hold the necessary sojourn credential issued by the CTC. After the initial two-year sojourn credential expires, the teacher may annually apply to the CTC for an extension for a total period of not more than five years. Any application for renewal shall include verification by the Superintendent or designee that termination of the employment would adversely affect an existing bilingual program and that attempts to secure the employment of a qualified certificated California teacher have been unsuccessful. (Education Code 44856)

*Legal Reference:*EDUCATION CODE306 *Definition, English learner*44253.1-44253.11 *Qualifications of teachers of English learners*44258.9 *County superintendent review of teacher assignments*44259.5 *Standards for teachers of all students, including English language learners*44380-44386 *Alternative certification*44856 *Employment of teachers from foreign countries*52160-52178 *Bilingual-Bicultural Act of 1976*62001-62005. 5 *Evaluation and sunseting of programs*CODE OF REGULATIONS, TITLE 580015 *Requirements for the CLAD certification or English learner authorization*80015.1-80015.4 *Requirements for CLAD, English learner authorization or bilingual authorization*80021 *Short-Term Staff Permit*80021.1 *Provisional Internship Program*80024.7-80024.8 *Emergency CLAD and bilingual permits*UNITED STATES CODE, TITLE 206601-6651 *Training and recruiting high-quality teachers*6801-7014 *Language instruction for English learners and immigrant students*7801 *Definition of English learner*COURT DECISIONS*Teresa P. et al v. Berkeley Unified School District et al (1989) 724 F.Supp. 698*

STAFF TEACHING ENGLISH LANGUAGE LEARNERS (continued)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Administrator's Assignment Manual

Frequently Asked Questions Concerning Appropriate Assignment and Authorizations to Serve English Learners in California

CL-622 Serving English Learners

CL-626B Bilingual Authorizations

CL-626C Crosscultural, Language and Academic Development (CLAD) Certificate

CL-568 The Sojourn Certificated Employee Credential

CL-824 Certificate of Completion of Staff Development

WEB SITES

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

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education, English Learners: <http://www.cde.ca.gov/sp/el>

California Teachers of English to Speakers of Other Languages: <http://www.catesol.org>

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

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

Regulation
approved: _____

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: FIRST READING OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION 6173.2 - EDUCATION OF CHILDREN OF MILITARY FAMILIES

BACKGROUND INFORMATION:

Currently, the San Ysidro School District does not have a Board Policy or Administrative Regulation covering Education of Children of Military Families. Moving forward, there is a need to add Board Policy (BP) and Administrative Regulation (AR) 6173.2 to ensure compliance and accountability with State and Federal requirements, regulations, and legislation.

This Board Policy and Administrative Regulation indicate that children of military families face challenges to their academic success caused by the frequent moves or deployments of their parents/guardians in fulfillment of military service. Every district shall provide such students with academic resources, services, and opportunities for extracurricular and enrichment activities that are available to all district students. For this reason, the Superintendent or designee may waive district policies or rules when necessary to facilitate the enrollment, placement, advancement, eligibility for extracurricular activities, or on-time graduation of children of military families, in accordance with the Interstate Compact on Educational Opportunity for Military Children as ratified in Education Code 49700-49704.

RECOMMENDATION:

Approve the first reading of new Board Policy and Administrative Regulation 6173.2 - Education of Children of Military Families.

LCAP GOAL AND ACTION/SERVICE:

Goal 2- Safety, Climate and student engagement – All students will be educated in positive academic environments that are welcoming, safe, and drug-free.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

Yes No

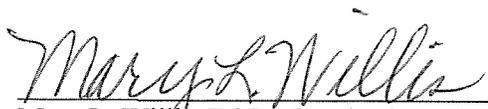
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

11.12
Page 1 of 7

EDUCATION OF CHILDREN OF MILITARY FAMILIES

The Governing Board recognizes that children of military families face challenges to their academic success caused by the frequent moves or deployments of their parents/guardians in fulfillment of military service. The district shall provide such students with academic resources, services, and opportunities for extracurricular and enrichment activities that are available to all district students.

- (cf. 5125 - Student Records)
- (cf. 6011 - Academic Standards)
- (cf. 6145 - Extracurricular and Cocurricular Activities)
- (cf. 6145.2 - Athletic Competition)
- (cf. 6179 - Supplemental Instruction)

The Superintendent or designee may waive district policies or rules when necessary to facilitate the enrollment, placement, advancement, eligibility for extracurricular activities, or on-time graduation of children of military families, in accordance with the Interstate Compact on Educational Opportunity for Military Children as ratified in Education Code 49700-49704.

- (cf. 5117 - Interdistrict Attendance)
- (cf. 6146.1 - High School Graduation Requirements)
- (cf. 6146.3 - Reciprocity of Academic Credit)

The Superintendent or designee shall provide information and/or training to administrators, other appropriate district staff, and military families regarding the provisions of the Interstate Compact and the educational rights of children of military families.

- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)
- (cf. 5020 - Parent Rights and Responsibilities)

The Superintendent or designee shall collaborate with parents/guardians, school liaison officers from military installations, and/or other agencies within and outside the state to facilitate the transition of children of military families into and out of the district.

- (cf. 1020 - Youth Services)
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 6020 - Parent Involvement)

The Superintendent or designee shall annually report to the Board and the public on the educational outcomes of children of military families. Such reports may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade levels, and graduation rates.

- (cf. 0500 - Accountability)
- (cf. 5123 - Promotion/Acceleration/Retention)
- (cf. 6162.51 - State Academic Achievement Tests)

Legal Reference:

EDUCATION CODE

35160.5 District policy rules and regulations; requirements; matters subject to regulation

35179 Interscholastic athletics; associations or consortia

35181 Students' responsibilities

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48050-48054 Nonresidents

48200-48208 Persons included (compulsory education law)

48300-48316 Student attendance alternatives, school district of choice program

49700-49704 Education of children of military families

51225.3 Requirements for graduation

51240-51246 Exemptions from requirements

51250-51251 School-age military dependents

66204 Certification of high school courses as meeting university admissions criteria

UNITED STATES CODE, TITLE 10

101 Definitions

1209 Transfer to inactive status list instead of separation

1211 Members on temporary disability retired list: return to active duty; promotion

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

6311 State plan

UNITED STATES CODE, TITLE 29

794 Section 504 of the federal Rehabilitation Act

Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL

Partial Credit Model Policy and Practice Recommendations

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Final Report to the Legislature on the Interstate Compact on Educational Opportunity for Military Children, April 2014

WEB SITES

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

California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx>

California Department of Education, Educational Options Office:

<http://www.cde.ca.gov/ls/pf/mc>

Military Interstate Children's Compact Commission: <http://www.mic3.net>

EDUCATION OF CHILDREN OF MILITARY FAMILIES

Definitions

Children of military families are school-aged children in the household of: (Education Code 49701)

1. Members who are in full-time duty status in the active uniformed service of the United States, including any member of the National Guard and Reserve on active duty order pursuant to 10 USC 1209 or 1211
2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired, for one year after their medical discharge or retirement
3. Members of the uniformed services who have died while on active duty or as a result of injuries sustained on active duty, for one year after their death

Enrollment

The Superintendent or designee shall facilitate the enrollment of children of military families and ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements. (Education Code 49701)

A child of a military family shall be deemed to meet district residency requirements if his/her parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. The Superintendent or designee shall accept electronic submission of such a student's application for enrollment, including enrollment in a specific school or program within the district, and for course registration. (Education Code 48204.3)

(cf. 5111.1 - District Residency)

When a child of a military family is transferring into the district, the Superintendent or designee may enroll the child based on the child's placement in the previous district, pending receipt of the child's records. Upon enrollment, the Superintendent or designee shall immediately request the student's records from the student's previous district. The Superintendent or designee shall allow the student 30 days from the date of enrollment to obtain all required immunizations. (Education Code 49701)

- (cf. 5111 - Admission)
- (cf. 5125 - Student Records)
- (cf. 5141- Health Care and Emergencies)
- (cf. 5141.31- Immunizations)

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district, if the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

(cf. 5117 - Interdistrict Attendance)

When a child of a military family is transferring out of the district, the Superintendent or designee shall provide the student's parents/guardians with a complete set of the student's records or, if the official student record cannot be released, an unofficial or "hand-carried" record. Upon request from the new district, the Superintendent or designee shall provide a copy of the student's record to the new district within 10 days. (Education Code 49701)

Placement

Whenever a student's parent/guardian is serving on active duty or has been discharged from military service within the last year and the student transfers to a new school as the direct result of the military transfer or discharge, the Superintendent or designee may, prior to the receipt of official transcript(s) or the arrival of the student, review the student's coursework to date, including any unofficial transcript(s), to determine the appropriate placement of the student in classes. The evaluation shall also include communication with school counselors and teachers at the former school by videoconferencing, email, and/or telephone calls. (Education Code 51251)

The Superintendent or designee shall initially honor the placement of any child of a military family in educational courses and programs based on the child's enrollment and/or assessment in his/her previous school. The Superintendent or designee may, to the extent permitted by Board policy, waive course or program prerequisites, preconditions, and/or application deadlines when making decisions regarding placement of children of military families and their eligibility for extracurricular academic, athletic, and social activities. (Education Code 49701)

(cf. 6141.5 - Advanced Placement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Learners)

When a child of a military family transferring into the district has been identified as an individual with a disability pursuant to 20 USC 1400-1482, the Superintendent or designee shall provide comparable services to the student based on his/her current individualized education program. In addition, when the child of a military family transferring into the district is eligible for services under Section 504 of the federal Rehabilitation Act, the Superintendent or designee shall make reasonable accommodations and modifications to address the needs of the student subject to the student's existing Section 504 plan. The district may authorize subsequent evaluations of the student to ensure appropriate placement. (Education Code 49701)

(cf. 6159 - Individualized Education Program)

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

(cf. 6164.6 - Identification and Education Under Section 504)

Transfer of Coursework and Credits

When a child of a military family transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a nonpublic, nonsectarian school or agency, or a juvenile court school and shall not require the student to retake the course. (Education Code 51225.2)

(cf. 6146.3 - Reciprocity of Academic Credit)

(cf. 6159.2 - Nonpublic, Nonsectarian School or Agency Services for Special Education)

If the student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take only the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the student's parent/guardian, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued, the student shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.

In no event shall the district prevent a child of a military family from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

(cf. 6143 - Courses of Study)

Absences

When a student's parent/guardian is an active duty member and is called to duty for, is on leave from, or is immediately returned from deployment to a combat zone or to combat support posting, the Superintendent or designee may grant additional excused absences to the student to visit with his/her parent/guardian. (Education Code 49701)

(cf. 5113 - Absences and Excuses)

Notification and Complaints

Information regarding the educational rights of children of military families, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of children of military families, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

(11/09 3/16) 10/17

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: *MAN*
 Informational
 Action

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION 6174 - EDUCATION FOR ENGLISH LEARNERS

BACKGROUND INFORMATION:

There is a need to revise current Board Policy and Administrative Regulation 6174 covering Education for English Learners. The update is needed to be in compliance with up-to-date State and Federal requirements, regulations, and legislation.

With this Board Policy and Administrative Regulation, the Governing Board intends to provide English Learners with challenging curriculum and instruction that develop proficiency in English while facilitating 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.

Finally, English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

RECOMMENDATION:

Approve the first reading of revised Board Policy and Administrative Regulation 6174 - Education for English Learners.

LCAP GOAL AND ACTION/SERVICE:

Goal 1- Student Achievement – All students, including English Learners, will improve annually in all content areas.

<input type="checkbox"/> Renewal <input type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input checked="" type="checkbox"/> Other - Revised	Business Services Reviewed: <i>h</i>	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2017-2018 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">N/A</div> <small>(Amount)</small>	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">N/A</div> <small>(Name of funding source and/or location)</small>	<div style="border: 1px solid black; padding: 5px; width: 250px; margin: 0 auto;">--</div> <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis

 Mary L. Willis, Ed.D., Interim Superintendent
 Secretary to the Board

Instruction**EDUCATION FOR ENGLISH LEARNERS**

The Governing Board intends to provide English learners with challenging curriculum and instruction that develop proficiency in English as ~~rapidly and effectively as possible while~~ facilitating 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, ~~implementation~~ and evaluation of programs for English language development programs learners. ~~In addition, to support students' English language development, the Superintendent or designee may provide an adult literacy training program that lead to English fluency for parents/guardians and community members~~

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing 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 Superintendent or designee shall provide to teachers, administrator and other school staff researched professional development that is designed to improve the instruction and assessment of the English learner and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for 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)

To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

Identification and Assessment

The Superintendent or designee shall maintain procedures for the accurate 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 853.5 and 853.7. 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 853.5, 853.7)

(cf. 6152.51 - State Academic Achievement Tests)

Placement of English Learners

~~Students who are English learners shall be educated through "structured English immersion" (also known as "sheltered English immersion"), as defined in law and the accompanying administrative regulation, for a temporary transition period not normally intended to exceed one year. Nearly all of the classroom instruction in the district's structured English immersion program shall be in English, but with the curriculum and presentation designed for students who-~~

are learning the language. (Education Code 305-306)

"Nearly all," for the purpose of determining the amount of instruction to be conducted in English, means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

When an English learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education, any district assessments, and/or other criteria adopted by the Board, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is overwhelmingly in English. (Education Code 305-306; 5 CCR 11301)

(cf. 6162.5—Student Assessment)

An English learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:

- State-approved English Learner Proficiency assessment overall score of Early Advance or Advanced AND Intermediate or higher in all skill areas tested (Listening, Speaking, Reading and Writing).
- Two ELA district assessments with proficient scores (Benchmark/Challenge), CAASPP-SBAC overall ELA score (2,470 and above), or any other district approved assessment for reclassification.
- First letter to notify parents/guardians of their right and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting. Final letter to notify parents of reclassification.
- Satisfactory on the Teacher Evaluation form for Reading and Writing.
- Optional: Other district multiple measures.

At any time during the school year, the parent/guardian of an English learner may have his/her child moved into an English language mainstream program. (5 CCR 11301)

Parental Exception Waivers

When allowed by law, the parent/guardian of an English learner may submit a request that his/her child be exempted from placement in a structured English immersion program and instead be placed in a class where he/she is taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. (Education Code 310-311)

Each waiver request shall be considered on its individual merits with deference given to the parent/guardian's preference for student placement.

A waiver request shall be granted in accordance with law unless the principal and educational

~~staff have determined that an alternative program would not be better suited to the student's overall educational development. (5 CCR 11309)~~

~~If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.~~

Language Acquisition Programs

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)

Language acquisition programs are educational 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. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306)

The district shall offer English learners a structured English immersion program to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. 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)

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.

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 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)

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)

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. (Education Code 310)

(cf. 5145.6 - Parental Notifications)

When an English learner is determined pursuant to 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. Progress toward any other goals for English learners identified in the district's LCAP
6. A comparison of current data with data from at least the previous year

The Superintendent or designee also shall provide the Board with regular reports from any district or schoolwide English learner advisory committees.

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

52130-52135 Impacted Languages Act of 1984

52160-52178 Bilingual Bicultural Act

56305 CDE manual on English learners with disabilities

60603 Definition, recently arrived English learner

60605.87 Supplemental instructional materials, English language development

60640 California Assessment of Student Performance and Progress

60810-60812 Assessment of language development

62005.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

853.5-853.7 Test administration; universal tools, designated supports, and accommodations

11300-11316 English learner education

11510-11517 California English Language Development Test

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 G. v. Wilson, (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 PUBLICATIONSEnglish Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSIntegrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014Common Core State Standards for Mathematics, rev. 2013

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide AssessmentsU.S. DEPARTMENT OF EDUCATION PUBLICATIONSAccountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016English 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, 2016Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

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>

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

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Board Policy

Adopted: _____

Revised: 01/12/2017

SAN YSIDRO SCHOOL DISTRICT

San Ysidro, California

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Instruction

AR 6174

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)

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 assessed for English proficiency using the state's designated English language proficiency test for initial identification. (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 state's designated English language proficiency test 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)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.6. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11516-11516.6.

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 individual program (IEP) or Section 504 plan. If the student is unable to participate in

EDUCATION FOR ENGLISH LEARNERS (Continued)

AR 6174

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 11516-11516.7; 20 USC 1412)

(cf. 6152.51 - State Academic Achievement Tests)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall notify parents/guardians of their child's results on the state's English language proficiency assessment 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 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
 - 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

EDUCATION FOR ENGLISH LEARNERS (Continued)

AR 6174

4. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
5. 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
6. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

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 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 state's English language proficiency assessment
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 student/ correct classification and placement. (5 CCR 11304)

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EDUCATION FOR ENGLISH LEARNERS (Continued)

AR 6174

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 to ensure his/her language and academic success.

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 district master plan of 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
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 52176; 5 CCR 15495)

EDUCATION FOR ENGLISH LEARNERS (Continued)

AR 6174

(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.

(11/12 4/15) 3/17

Board Policy

Adopted: _____

Revised: 01/12/2017

Revised:

SAN YSIDRO SCHOOL DISTRICT

San Ysidro, California

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Instruction

AR 6174(a)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

Definitions

English learner, also known as a limited English proficient student, means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English. (Education Code 306)

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)

Structured English immersion (also known as "sheltered English immersion") means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

The district offers three programs – Structured English Immersion (SEI), English Language Mainstream (ELM), and Alternative Programs (ALT).

- **Structured English Immersion (SEI):** Students who score at **less than reasonable fluency** are placed in an SEI program and are taught overwhelmingly in English. Some assistance may be provided in the primary language. Students are taught ELD and other core subjects by authorized teachers using district-adopted textbooks and supplementary materials. Instruction is based on ELD and grade-level content standards.
- **English Language Mainstream (ELM):** Students who score at **reasonable fluency** in English are placed in an ELM program. They are taught ELD and other core subjects by authorized teachers using district-adopted textbooks and supplementary materials. Instruction is based on ELD and grade-level content standards. Students receive any additional instruction needed for them to be reclassified as fluent English proficient.
- **Alternative Program (ALT):** Students with an approved "Parental Exception Waiver" are taught core subjects in their primary language. They receive instruction in ELD in English. Teachers must receive special training to work in such a program. They use district-adopted textbooks and supplementary instructional materials.

AR 6174(b)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

- on ELD and grade-level content standards. Students receive any additional instruction needed for them to be reclassified as fluent English proficient.

Identification and Assessments

Upon enrollment in the district, each student's primary language shall be determined through 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 assessed for English proficiency using the state's designated English language proficiency test. (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 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)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.7. Variations and accommodations in test administration may be provided pursuant to 5 CCR 11516-11516.7. Any student with a disability 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 that are appropriate and necessary to address the student's individual needs. If he/she is unable to participate in the assessment or a portion of the assessment with such accommodations, he/she shall be administered an alternate assessment for English language proficiency as set forth in his/her IEP. (5 CCR 11516-11516.7)

- (cf. 6152.51 - State Academic Achievement Tests)
 (cf. 6159 - Individualized Education Program)
 (cf. 6164.6 - Identification and Education Under Section 504)

Parental Notifications

The Superintendent or designee shall provide the following written notifications to parents/guardians of English learners:

1. **Assessment Notification:** The district shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

AR 6174(c)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

(cf. 5145.6 - Parental Notifications)

2. Placement Notification: At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)
3. Title III Notifications: Each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal 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 440; 20 USC 7012)
 - a. The reason for the student's classification as an English learner
 - b. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
 - c. A description of the program for English language development instruction, including a description of all of the following:
 - (1) The manner in which the program will meet the educational strengths and needs of the student
 - (2) The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards
 - (3) 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
 - (4) Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
 - d. Information regarding a parent/guardian's option to decline to allow the student to be enrolled in the program or to choose to allow the student to be enrolled in an alternative program
 - e. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

AR 6174(d)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

4. Annual Measurable Objectives Notification: If the district fails to make progress on the annual measurable achievement objectives for English learners established pursuant to 20 USC 6842, the Superintendent or designee shall, within 30 days after such failure occurs, send a notification regarding such failure to the parents/guardians of each student identified for participation in a language instruction educational program supported by Title III funds. (20 USC 7012)

Parental Exception Waivers

A parent/guardian may, by personally visiting the school, request that the district waive the requirements pertaining to the placement of his/her child in a structured English immersion program if one of the following circumstances exists: (Education Code 310-311)

1. The student already possesses sufficient English language skills, as measured by standardized tests of English vocabulary comprehension, reading, and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth-grade average, whichever is lower.
2. The student is age 10 years or older, and it is the informed belief of the principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills.
3. The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the principal and educational staff that the student has special physical, emotional, psychological, or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development.

Upon request for a waiver, the Superintendent or designee shall provide parents/guardians with a full written description and, upon request, a spoken description of the intent and content of the structured English immersion program, any alternative courses of study, all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices. For a request for waiver pursuant to item #3 above, the Superintendent or designee shall notify the parent/guardian that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the waiver must be approved by the Superintendent pursuant to any guidelines established by the Governing Board. (Education Code 310, 311; 5 CCR 11309)

The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the

AR 6174(e)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (Education Code 311; 5 CCR 11309)

When evaluating waiver requests pursuant to item #1 above and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include district standards and assessment and teacher evaluations of such students.

Parental exception waivers pursuant to item #2 above shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)

Parental exception waivers pursuant to item #3 above shall be granted by the Superintendent if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological, or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)

All parental exception waivers shall be acted upon within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to item #3 above shall not be acted upon during the 30-day placement in an English language classroom. Such waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)

Any individual school in which 20 or more students of a given grade level receive a waiver shall offer an alternative class where the students are taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Otherwise, the students shall be allowed to transfer to a public school in which such a class is offered. (Education Code 310)

In cases where a parental exception waiver pursuant to item #2 or #3 above is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the

AR 6174(f)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

court. (5 CCR 11309)

Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)

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 following measures shall be used to determine whether an English learner shall be reclassified as fluent English proficient: (Education Code 313; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment
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)

AR 6174(g)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

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 to ensure his/her language and academic success.

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 on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of 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
6. Review of and comment on the district's reclassification procedures
7. Review of and comment on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316

(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)

AR 6174(h)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**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 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.

Regulation Adopted:
Revised: 01/12/2017
Revised:

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

11.13
Page 22 of 22

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Business Services
Peter Wong, Interim Chief Business Official

INITIAL: mw
 Informational
 Action

AGENDA ITEM: REVISED ADMINISTRATIVE REGULATION (AR) 3311 (a-b) - BIDS

BACKGROUND INFORMATION:

In an effort to streamline and facilitate the bidding process of smaller construction projects, the District adopted the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures under Public Contract Code 22000 earlier this year. Subsequently The current Administrative Regulation (AR) 3311(a) needs to be updated to reflect the adoption of CUPCCAA and also the informal bidding process for construction projects under \$175,000 permitted under CUPCCAA.

RECOMMENDATION:

Adopt the revised AR 3311(a-b) to reflect the California Uniform Public Construction Cost Accounting Act (CUPCCAA) and the permitted informal bidding process

LCAP GOAL AND ACTION/SERVICE:

Action 2.1 Maintain basic operating services of the district

Renewal New Amendment Ratify Other

Business Services Reviewed: mw

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

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

N/A
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Business and Noninstructional Operations

BIDS

Public Works Bids

The district has adopted the California Uniform Public Construction Cost Account Act procedures under Public Contract Code 22000 et. seq.

Informal Bids:

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

Contractors List:

Each public agency that elects to become subject to the uniform construction accounting procedures set forth in Article 2 (commencing with Section 22010) shall enact an informal bidding ordinance, policy, or administrative regulation to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032. The ordinance, policy, or administrative regulation shall include all of the following:

a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.

1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due. (2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.

2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.

b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.

d) If all bids received are in excess of one hundred seventy-five thousand dollars (\$175,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at one hundred eighty-seven thousand five hundred dollars (\$187,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable. (Amended by Stats. 2015, Ch. 269, Sec. 29. Effective January 1, 2016.)Competitive Bidding

The district shall seek competitive bids through advertisement for contracts involving an expenditure of greater than \$175,000 for a public project (Public Contract Code 22037), informally bid contracts

involving an expenditure of less than \$175,000, and seek quotes, when feasible, for projects involving an expenditure of \$45,000 or less.

Advertised/Competitive Bids

The district shall advertise for competitive bids when any public project contract involves an expenditure of \$15,000 or more. Public project means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

The district shall also advertise for competitive bids when a contract exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code 20111)

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

Business and Noninstructional Operations**BIDS**

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(cf. 1113 - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)

a. Cash

b. A cashier's check made payable to the district

c. A certified check made payable to the district

d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)

5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

- a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. The district shall consider only responsive bids from responsible bidders in determining the lowest bid.
8. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.
9. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

10. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

Prequalification Procedure

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized proposal form which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Education Code 17406, 17407; Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in the Business and Professions Code 4113, 7056, or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

Award of Contract

The district shall award each contract to the lowest responsible bidder except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders. (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder. (Education Code 39802)

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements. (Public Contract Code 2000-2002)

(cf. 9270 - Conflict of Interest)

Protests by Bidders

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Alternative Bid Procedures for Technological Supplies and Equipment

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.

2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award to another bidder.
8. The Board, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

Sole Sourcing

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the

intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

(cf. 3512 - Equipment)

In addition, upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). Prior to entering into a lease-leaseback agreement, the Superintendent or

designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17406, 17407.5)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Any lease-leaseback agreement shall include a lease term that specifies the district's occupancy of the building or improved property and a financing component as may be determined on a case-by-case basis.

Regardless of the funding source, when any lease-leaseback agreement is for a public project, involves an expenditure of \$1,000,000 or more, and meets other criteria in Public Contract Code 20111.6, the prequalification requirements specified in the "Prequalification Procedure" section above shall be followed. (Education Code 17406)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

(cf. 3511 - Energy and Water Management)
(cf. 9320 - Meetings and Notices)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6163.1 - Library Media Centers)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

(cf. 3517 - Facilities Inspection)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

(11/10 8/13) 10/15

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Administration
Mary L. Willis, Ed.D.,
Interim Superintendent

INITIAL: *MW*
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 17/18-0010 CALLING FOR FULL AND FAIR FUNDING OF CALIFORNIA'S PUBLIC SCHOOLS

BACKGROUND INFORMATION:

California has the world's sixth-largest economy and the highest gross domestic product of any state. Yet, we rank near the bottom nationally in funding for public schools, a status that threatens the prosperity of our state and the strength of our communities.

While California lags behind most of the country in public school funding, school districts and county offices of education are facing increased financial pressure from rapidly rising costs. It's time that California end decades of underinvestment in public schools and provide the resources needed to offer all students a high-quality education.

To that end, San Ysidro School District urges the State Legislature to fund California's public schools at the national average or higher by the year 2020, and at a level equal to or above the average of the top 10 states by 2025.

RECOMMENDATION:

Adopt Resolution No. 17/18-0010 Calling for Full and Fair Funding of California's Public Schools.

LCAP GOAL AND ACTION/SERVICE:

Goal #1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: *MW*

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

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:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

**San Ysidro School District
Governing Board**

**Resolution No. 17/18-0010
Calling for Full and Fair Funding of California’s Public Schools**

WHEREAS, California has the sixth largest economy in the world, and the largest Gross Domestic Product (GDP) of any state in the nation; and

WHEREAS, despite California’s leadership in the global economy, the state falls in the nation’s bottom quintile on nearly every measure of public K-12 school funding and school staffing; and

WHEREAS, California ranks 45th nationally in the percentage of taxable income spent on education, 41st in per-pupil funding, 45th in pupil–teacher ratios and 48th in pupil–staff ratios; and

WHEREAS, K-12 school funding has not substantially increased, on an inflation-adjusted basis, for more than a decade; and

WHEREAS, under the Local Control Funding Formula (LCFF), state funding for K-12 schools has only this year recently returned to levels predating the Great Recession of 2007; and

WHEREAS, the modest revenue increases since the implementation of LCFF have been eroded by rapidly increasing costs for health care, pensions, transportation and utilities; and

WHEREAS, 58 percent of California’s public school students are eligible for free and reduced-price lunch — 13 percent above the national average — and 23 percent of California students are English learners, more than twice the national average; and

WHEREAS, California’s investment in public schools is out of alignment with its wealth, its ambitions, its demographics and the demands of a 21st-century education; and

WHEREAS, in 2007, a bipartisan group of California leaders commissioned a report titled Getting Down to Facts, which stated it would take an additional \$17 billion annually to meet the State Board of Education achievement targets for K-12 schools; and

WHEREAS, in 2016, a California School Boards Association (CSBA) report, California’s Challenge: Adequately Funding Education in the 21st Century, updated the Getting Down to Facts data and determined that, adjusting for inflation, an additional \$22 billion to \$40 billion annually would be required to provide all public school students with access to a high-quality education; and

WHEREAS, California funds schools at roughly \$1,961 per student less than the national average, which translates to approximately \$3,462 per student when adjusted for California being a high-cost state; and

WHEREAS, California trails the average of the top 10 states by almost \$7,000 in per-pupil funding; and

***WHEREAS**, in Robles-Wong v. State of California, a group of plaintiffs led by CSBA argued that California’s school funding system violated Article IX of the State Constitution by denying all students access to an education that prepares them for economic security and full participation in our democratic institutions; and*

***WHEREAS**, the California Supreme Court declined to hear the case by a 4-3 margin, prompting Justice Goodwin H. Liu to write: “It is regrettable that this court, having recognized education as a fundamental right in a landmark decision 45 years ago [Serrano v. Priest (1971) 5 Cal.3d 584], should now decline to address the substantive meaning of that right.”; and*

***WHEREAS**, in order to prepare our students for participation in a democratic society and an increasingly competitive, technology-driven global economy, California must fund schools at a level sufficient to support student success; and*

***WHEREAS**, despite its vast wealth, California has consistently underfunded public education while widening its scope, adding new requirements and raising standards without providing appropriate resources to prepare all students for college, career and civic life; and*

***WHEREAS**, if California is to close opportunity and achievement gaps and create a public school system that offers consistently high levels of education, the State must provide schools with the resources to meet the needs of their specific populations;*

***NOW, THEREFORE BE IT RESOLVED**, that the Governing Board of the San Ysidro School District urges the State Legislature to fund California public schools at the national average or higher by the year 2020, and at a level that is equal to or above the average of the top 10 states nationally by 2025 and to maintain, at a minimum, this level of funding until otherwise decreed.*

PASSED AND ADOPTED this 8th day of March 2018, at a regular meeting of the Governing Board of the San Ysidro School District.

MOTION: _____
SECOND: _____
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Rosaleah Pallasigue, President

Irene Lopez, Vice-President

Marcos A. Diaz, Clerk

Antonio Martinez, Member

Rodolfo Linares, Member

Mary L. Willis, Ed.D., Interim Superintendent

CURRICULUM

&

INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: SPRING REVISIONS TO THE SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA)

BACKGROUND INFORMATION:

The Single Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive state and federal or other applicable funding through the district's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.

Each school's SPSA has been reviewed and approved by their School Site Councils as required.
 - SPSA reports under separate cover -

RECOMMENDATION:

Approve the spring revisions for the 2017-2018 Single Plans for Student Achievement (SPSA) for La Mirada, Smythe, Sunset, Willow, Ocean View Hills, Vista Del Mar, and San Ysidro Middle School.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.11 – Continue with personnel for State and Federal Programs to ensure program accountability and compliance with federal, state and local regulations.

<input type="checkbox"/> Renewal	<input type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input checked="" type="checkbox"/> Other - Revised	Business Services Reviewed: 
Financial Implications?	Are funds for this item available in the 2017-2018 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)	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



 Mary L. Willis, Ed.D., Interim Superintendent
 Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Willow Elementary
Manuel Bojorquez, Principal

INITIAL: *MB*
 Informational
 Action

AGENDA ITEM: LET'S ALL READ EVENT AT WILLOW SCHOOL

BACKGROUND INFORMATION:

The Principal from Willow School is requesting approval to host an event to promote reading to our community. Univision San Diego, San Diego Honda Dealers and the Parent Institute for Quality Education (PIQE) have partnered to sponsor this event at Willow School on April 21, 2018 from 10:00 a.m. to 1:00 p.m.

Some of the activities planned for this event include:

- Parent workshops from PIQE
- Univision San Diego News cast members will be reading with students
- There will be free books, refreshments and snacks.

RECOMMENDATION:

Approve the Let's All Read Event at Willow School to promote reading to the community. This event is scheduled for April 21, 2018 at no 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 and to include extended year educational experiences and activities.

Goal 3: Parent Engagement, Action 3.3: Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <i>mb</i>
Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
<div style="border: 1px solid black; width: 100%; text-align: center; padding: 5px;">N/A (Amount)</div>	<div style="border: 1px solid black; width: 100%; text-align: center; padding: 5px;">N/A (Name of funding source and/or location)</div>	<div style="border: 1px solid black; width: 100%; text-align: center; padding: 5px;">-- (Funding account number)</div>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

**12A.2
Page 1 of 1**

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: *MLW*
 Informational
 Action

AGENDA ITEM: FIELD TRIPS TO THE YMCA OF SAN DIEGO COUNTY FOR THE LEARN TO SWIM PROGRAM

BACKGROUND INFORMATION:

The YMCA of San Diego County – Border View is dedicated to helping people realize their fullest potential through youth development, healthy living and social responsibility. YMCA’s services will focus on teaching our students to:

- engage in healthy lifestyles and building self-confidence,
- learn water safety skills and swimming, and
- ensure children learn to be safe around water.

Last year, the Border View Family YMCA offered the Learn to Swim Program to students from La Mirada and Smythe Schools and this year the YMCA is offering this program to fourth and fifth grade After School Education and Safety program students from Sunset, Willow and Ocean View Hills Schools. This program consists of 4 lessons for each student. Lessons will be every Friday for 50 minutes. Students will learn the fundamentals of water safety and the basic learning blocks of swimming. Lifeguards and chaperones will be on duty to supervise the lessons at all times.

RECOMMENDATION:

Approve the field trips to the YMCA of San Diego County for approximately 120 students from Sunset, Ocean View Hills and Willow Schools to attend the Learn to Swim Program starting March 2018, with an estimated cost of \$600.00 for transportation fees to be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal #2 – 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.

Goal #2 – Action: 2.9 Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <i>m</i>
Financial Implications?	Are funds for this item available in the 2017-2018 Budget?			Requisition #	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<div style="border: 1px solid black; padding: 2px;">\$600.00 (Amount)</div>	<div style="border: 1px solid black; padding: 2px;">General Fund (Name of funding source and/or location)</div>			<div style="border: 1px solid black; padding: 2px;">-- (Funding account number)</div>	

Recommended for: Approval Denial Certification Requested Yes No

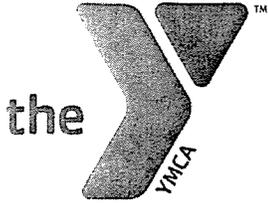
Superintendent’s Office Certification:

12A.3

Page 1 of 2

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

SWIM LESSONS

Swim Lesson: Four Lessons | 50 minutes | Building self-esteem and confidence
The each Y is the starting point for many youth to learn about becoming and staying active, and developing healthy habits they will carry with them throughout their lives. The benefits are far greater than just physical health. When kids learn to swim, they can build confidence, discover their personal best, have fun and be a part of a team.

PRICING:

- YMCA Members: \$Free
- Participants: \$Free

REGISTRATION:

- Begins: March 16th
- Please ask site supervisor for more information.



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Page 2 of 2

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: MLW
 Informational
 Action

AGENDA ITEM: 25TH ANNUAL ADELANTE MUJER CONFERENCE

BACKGROUND INFORMATION:

The Adelante Mujer Conference is presented annually to expose, motivate and empower female youth to achieve in school and learn about professional career options available to them through career workshops provided by professional women. Keynote speakers provide introductory speeches which are practical and inspirational. Workshops will focus on law, business, media, engineering and medicine, in addition to a variety of other career and social development topics.

Students in grades 6th – 8th and their parents/guardians from all of our schools will attend the Adelante Mujer Conference on Saturday April 14, 2018 at University of California, San Diego (UCSD).

Estimated cost implications:

- 250 Participants (125 female students and 125 mothers/guardians): \$15 per participant/registration fee x 250 = \$3,750.00
- 3 chaperones (*one from each school*) – up to 8 hours per certificated staff member at \$40 per hour = \$1,100.00
- Transportation Services: \$2,100.00 for bus transportation to and from our schools to UCSD.

RECOMMENDATION:

Approve the attendance/registration and transportation costs for up to 125 female 6th to 8th grade students and their mothers/guardians to attend the 25th Annual Adelante Mujer Conference on Saturday, April 14, 2018 at University of California, San Diego at a cost not to exceed \$6,950.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.9 – College and Career Readiness and 21st Century learning.

Goal 3: Parent Engagement – Action 3.7 Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

Renewal New Amendment Ratify Other

Business Services Reviewed:

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

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:

Mary L. Willis
Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL *MC*
 Informational
 Action

AGENDA ITEM: FIELD TRIPS TO PETCO PARK

BACKGROUND INFORMATION:

The San Diego Padres and Tickets for Kids have selected San Ysidro School District to partner with Major League Baseball's "Commissioner's Community Initiative" and MLB Player's Association "Players Give Back" to attend baseball games at Petco Park free of charge. Tickets have been donated to students that fall under the Padres focus of LIVE (children's health), LEARN (education) PLAY (recreation), and SERVE (military and first responders). Students will be chaperoned by the Student and Family Services Manager, school staff, and parents.

Field trips are scheduled as follows:

- April 3, 2018 – 25 students from Vista Del Mar and 5 adults
- April 4, 2018 – 25 students from San Ysidro Middle and 5 adults
- April 12, 2018 - 25 students from Sunset and 5 adults
- April 17, 2018 - 25 students from Willow and 5 adults
- April 18, 2018 - 25 students from La Mirada and 5 adults

RECOMMENDATION:

Approve the field trips to Petco Park for students and chaperones from Vista Del Mar, San Ysidro Middle, Sunset, Willow and La Mirada Schools on five different dates with a an estimated cost of \$1,600.00 from the General fund for transportation services.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.10: Continue to provide supplemental programs and resources (i.e. Reading Renaissance, math manipulatives, etc) to support student achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: *mc*

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

Yes No

Estimated
\$1,600.00
(Amount)

General Fund

(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

**12A.5
Page 1 of 1**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *CE*
 Informational
 Action

AGENDA ITEM: PURCHASE OF AUTOMATED EXTERNAL DEFIBRILLATORS (AED)
FROM SCHOOL HEALTH CORPORATION

BACKGROUND INFORMATION:

An Automated External Defibrillator (AED) is a portable device that checks the heart rhythm and can send an electric shock to the heart to try to restore a normal rhythm. AEDs are used to treat sudden cardiac arrest, during which the heart suddenly and unexpectedly stops beating.

The AEDs at the District Office and the different sites need to be replaced, as the ones we currently have are outdated and are no longer supported by the company. The new AEDs will continue to be monitored by Operation Heartbeat, a project to put AEDs in every school in the South Bay and by our District School Nurse.

RECOMMENDATION:

Approve the purchase of thirteen Automated External Defibrillators from School Health Corporation with a cost of \$21,964.62 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal #2: Safety, Climate, and Student Engagement

Action 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 2017-2018 Budget?

Requisition #

Yes No

Yes No

\$21,964.62

General Fund

--

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

**12A.6
Page 1 of 3**



School Health Corporation
 865 Muirfield Drive
 Hanover Park, IL 60133
 P(866)323-5465 | F(800)235-1305
 www.schoolhealth.com

QUOTE

Attn: ANITA GILLCHREST
Ship To:
 SAN YSIDRO SCH DISTRICT
 4350 OTAY MESA ROAD
 SAN YSIDRO, CA 92173

EXPIRATION DATE		QUOTE NO.
04/25/18		3395128-00
DATE	P.O. #	PAGE #
01/25/18	AED QUOTE 01/25/18	1

Bill To:
 SAN YSIDRO SCHOOL DISTRICT
 4350 OTAY MESA RD
 SAN YSIDRO, CA 92173

QUOTE PREPARED BY	PHONE	EMAIL
Yahaira De La Torre	866-323-5465	ydelatorre@schoolhealth.com

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	HANOVER PARK WHSE	UPS GROUND		NET 30

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)
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CUSTOMER NOTE:

PROJECT HEARTBEAT CONTRACT PRICING

1	55723	13	EACH	1495.00	EACH	0.00	19435.00
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AED DEVICE G5 AUTO DUAL CS

Each Powerheart G5 AED Dual Language Package Includes:

- Powerheart G5 AED (English / Spanish) Dual language functionality and RescueCoach Voice/Text Prompts
- Intellisense Battery with 5 Year Shelf Life and 4 Year Performance Guarantee
- 2 Pairs Adult Defibrillation Pads
- English / Spanish User Manuals, Getting Started Guides and Steps To Rescue
- AED Manager reporting software with USB Communication Gable
- Rugged Carrying Case
- Ready Kit Which Includes Nitrile Gloves, Razor, Scissors, Towel, 4" Gauze, Antiseptic Wipes, One-Way Mask, and D-ring Attachment)
- School Health AED Wall Decal
- School Health AED Inspection Tag

2	55856	2	EACH	381.18	EACH	0.00	762.36
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AED TRAINER G5 CS

Trainer unit powered by three (3) C cell batteries (not included). Trainer remote powered by two (2) AAA batteries (not included). Trainer package includes: Powerheart G5 Training device, adult trainer pads (1 pair), infra-red remote control (1), languages packs and User's Guide CD (XTRLANG02A), overlay for an automatic version, and language configuration instructions.

Items stocked in our warehouse usually ship within 24 hours. Items above may be indicated as ****Shipping Direct From Manufacturer**** or ****Oversized (O/S) Item****. Costs for ****Oversized (O/S) Item**** are shown with your order totals. Delivery times for items ****Shipping Direct From Manufacturer**** vary. For specific delivery time, call customer care at 866-323-5465.

Continued



School Health Corporation
 865 Muirfield Drive
 Hanover Park, IL 60133
 P(866)323-5465 | F(800)235-1305
 www.schoolhealth.com

QUOTE

Attn: ANITA GILLCHREST
 Ship To:
 SAN YSIDRO SCH DISTRICT
 4350 OTAY MESA ROAD
 SAN YSIDRO, CA 92173

EXPIRATION DATE		QUOTE NO.
04/25/18		3395128-00
DATE	P.O. #	PAGE #
01/25/18	AED QUOTE 01/25/18	2

Bill To:
 SAN YSIDRO SCHOOL DISTRICT
 4350 OTAY MESA RD
 SAN YSIDRO, CA 92173

QUOTE PREPARED BY	PHONE	EMAIL
Yahaira De La Torre	866-323-5465	ydelatorre@schoolhealth.com

INSTRUCTIONS		SHIP POINT	VIA	SHIPPED	TERMS		
		HANOVER PARK WHSE	UPS GROUND		NET 30		
LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)

2 Lines Total

Sub Total 20197.36
 Freight 201.97
 Taxes 1565.29
 Invoice Total 21964.62

Tax ID Number: 36-2425385

To receive an email with tracking information when your order has shipped, please provide your email address when placing your order. Help us also reduce paper usage and become more eco-friendly by providing your email address to send your invoices and order confirmations electronically. Thank you, for the opportunity to work with you and if you have any questions, please contact our Customer Care Department @ 866 323 - 5465.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - MARCH

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 March 8, 2018 Board meeting:

- May Revision Workshop
- CASBO Payroll Concepts Workshop
- Travel Expenses Related to Homeless Grant
- Introduction to Restorative Justice Training and Using Circles Effectively
- LCAP Stakeholder Engagement Workshop
- K-12 Technology, Law, Security, and Ethics Conference
- Google Apps Implementation Event
- Google Level II Certification
- Kagan Professional Development – Revised dates
- Code To The Future Conference
- 2018 CUE National Conference
- Diagnostic Center Training – Game Plan: Putting the Mental Health Treatment Plan into Action
- Leader in Me Symposium
- 2018 Special Education Training Academy I, SETA Bootcamp: Dedicated to Student Success

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.

<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: <i>MC</i>
Financial Implications?	Are funds for this item available in the 2017-2018 Budget?				Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
\$15,867.80 <small>(Amount)</small>	General, Title I and Title II Funds <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:

Mary L. Willis

 Mary L. Willis, Ed.D., Interim Superintendent
 Secretary to the Board

STAFF DEVELOPMENT**Item 12A.7**

Approve/Ratify the attendance to the following workshops/trainings/events listed.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Daniel Zummo, Manuela Colom, Irene Lopez	May Revision Workshop	Escondido	May 18, 2018	\$525.00	General Fund
Ivan Ottaviano	CASBO Payroll Concepts Workshop	SDCOE	April 23, 2018	\$445.00	General Fund
Veronica Medina	Travel Expenses Related to – Homeless Grant	Sacramento	February 1 , 2018	\$495.00	General Fund
Erin Cuevas, Jenielle Ednalino, Cinthia Nunez, Luis Ramos, Lourdes Vallin	Introduction to Restorative Justice Training and Using Circles Effectively	SDCOE	April 10 & 19, 2018	\$1,854.80	Title I Fund
Kelli Hay, Veronica Medina	LCAP Stakeholder Engagement Workshop	SDCOE	March 5, 2018	\$0	No cost
Jose Garcia	K-12 Technology, Law, Security, and Ethics Conference	SDCOE	March 1, 2018	\$0	No cost
Mei-Ling Murray, Patricia Sortdesanz, Stephany Hake, Ryan Dickes, Sarina Hemungkorn, Jennifer Cuestas, Crystal Henry, Sylvia Mayer, Maria Rodriguez	Google Apps Implementation Event	El Cajon	March 14, 2018	\$1,200.00	General Fund
Sylvia Mayer, Jamie Barrett	Google Level II Certification	Costa Mesa	April 27, 2018	\$398.00	Title II Fund

12A.7**Page 2 of 3**

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Karla Garciadealba, Evelyn Guanco, Veronica Hernandez, Erika Hurtado, Clarissa Marking, Javier Cortes, Thelma Sotelo, Kimberly Bennett, Maria Kaai, Clarita Espiritu, Gabrielle Rodriguez, Iliana Cornejo, Entelechy Saron, Ted Vega	Kagan Professional Development	San Clemente	April 13-14, 2018 April 17-18, 2018 June 13-14, 2018 (Board approved 02/08/18, Dates were revised)	\$8,850.00	Title I Fund
Efrain Burciaga Joel Garcia	Code To The Future Conference	Costa Mesa	April 17-2018	\$600.00	General Fund
Todd Lewis,	CUE 2018 National Conference	Palm Springs	March 14-17, 2018	\$1,500.00	General Fund
Oscar Madera, Denise Villezcas	Diagnostic Center Training – Game Plan: Putting the Mental Health Treatment Plan into Action	San Diego	March 14, 2018	\$0	No Cost
Luis Ramos	Leader in Me Symposium	San Diego	February 6-7, 2018	\$0	No Cost
Oscar Madera, Rick Quintana, Denise Villezcas	2018 Special Education Training Academy I, SETA Bootcamp: Dedicated to Student Success	Cerritos, CA	April 20, 2018	\$0	No Cost

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Business Services and District Operations
Peter Wong, Interim Chief Business Official

INITIAL: pw
 Informational
 Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period of February 1, 2018 through February 22, 2018. (Report #8): **General Fund:** 0000003011-0000003012, 0000003014, 0000003016-0000003029, 0000003032-0000003038, 0000003040-0000003050, 0000003054-0000003060, 0000003062, 0000003064-0000003101 **Child Development Fund:** 0000003061 **Child Nutrition Fund:** 0000003013, 000000303-0000003031, 0000003051, 0000003063 **Capital Projects Fund:** 0000003015

LCAP GOAL AND ACTION/SERVICE:

Goal #1: Student Engagement

Renewal New Amendment Ratify Other

Business Services Reviewed: pw

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

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:

Mary L. Willis
Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/1/2018	0000003011	004571	DOMTAR PAPER CO. LLC		0100	0000000	4300050	073	1,422.30
2/1/2018	0000003012	004678	AMAZON.COM, INC.		0100	0490000	4300010	052	167.01
2/2/2018	0000003014	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	022	6,541.99
2/5/2018	0000003016	000146	LAKESHORE		0100	6500000	4300001	054	213.22
2/5/2018	0000003017	004045	EDUPOINT EDUCATIONAL SYSTEMS		0100	0000000	5800010	067	24,284.00
2/5/2018	0000003018	0000000392	APOLLO ELEVATOR		0100	8150000	5600005	070	300.00
2/6/2018	0000003019	000000030A	DEPARTMENT OF GENERAL SERVICES DGS		0100	0000000	6200003	022	1,769.85
2/6/2018	0000003020	0000000299	ATEL COMMUNICATIONS, INC		0100	0000000	5800010	071	519.00
2/6/2018	0000003021	0000000077	AZTEC CONTAINER		0100	8150000	5600001	070	2,424.36
2/6/2018	0000003022	004045	EDUPOINT EDUCATIONAL SYSTEMS		0100	0000000	5800010	061	25,500.00
2/6/2018	0000003023	004628	FOLLETT SCHOOL SOLUTIONS,INC		0100	0000001	4100000	061	13,378.19
2/6/2018	0000003024	004628	FOLLETT SCHOOL SOLUTIONS,INC		0100	0000001	4100000	061	11,275.35
2/7/2018	0000003025	0000000369	ZASUETA CONTRACTING, INC		0100	8150000	5600005	070	2,525.00
2/7/2018	0000003026	0000000327	PNC EQUIPMENT FINANCE, LLC		0100	0000000	5800010	069	3,500.00
2/7/2018	0000003027	0000000093	FIREWATCH		0100	8150000	5600005	070	250.00
2/7/2018	0000003028	004906	AHLEE BACKFLOW SERVICE, INC.		0100	8150000	5600005	070	4,252.01
2/7/2018	0000003029	004913	ENVIROMATRIX ANALYTICAL, INC		0100	8150000	5600005	070	398.50
2/7/2018	0000003032	0000000245	OFFICESUPPLY.COM		0100	3010000	4300001	025	2,779.35
2/9/2018	0000003033	004678	AMAZON.COM, INC.		0100	0000000	4300002	067	648.66
2/12/2018	0000003034	000588	SCHOOL SERVICES OF CALIFORNIA		0100	0000000	5200003	062	700.00
2/12/2018	0000003035	0000000397	HORIZON DISTRIBUTORS		0100	0000000	4300014	069	3,000.00
2/12/2018	0000003036	004678	AMAZON.COM, INC.		0100	3010000	4300001	022	1,177.27
2/12/2018	0000003037	0000000390	DANNIS WOLIVER KELLEY		0100	0000000	5800002	064	560.50
2/12/2018	0000003038	004678	AMAZON.COM, INC.		0100	0000000	4300012	022	100.19
2/12/2018	0000003040	002772	SCHOLASTIC BOOK FAIR		0100	0300025	4300001	025	1,110.98
2/12/2018	0000003041	004678	AMAZON.COM, INC.		0100	0000000	4300011	020	94.56
2/12/2018	0000003042	002771	SMART & FINAL		0100	0000000	4300011	020	21.98
2/12/2018	0000003043	001755	WILLIAM V. MAC GILL & CO.		0100	0000000	4300010	025	194.53
2/13/2018	0000003044	0000000392	APOLLO ELEVATOR		0100	8150000	5600005	070	375.00
2/13/2018	0000003045	000809	OFFICE DEPOT		0100	0000000	4300001	020	128.22
2/13/2018	0000003046	004543	SCHOOL OUTFITTERS		0100	0000000	4300001	012	75.32
2/13/2018	0000003047	000809	OFFICE DEPOT		0100	0000000	4300001	012	469.92
2/13/2018	0000003048	004748	THE MARKETBOARD PEOPLE		0100	0000000	4300001	012	96.98
2/13/2018	0000003049	004601	SIR SPEEDY PRINTING 02890		0100	0000000	4300011	061	85.12
2/13/2018	0000003050	000548	NEXT DAY PRINTED TEES		0100	0300020	4300001	020	233.02
2/14/2018	0000003054	004571	DOMTAR PAPER CO. LLC		0100	0000000	4300001	012	1,422.30
2/14/2018	0000003055	004571	DOMTAR PAPER CO. LLC		0100	0000000	4300001	018	1,422.30
2/14/2018	0000003056	0000000221	MARITIME MUSEUM ASSOCIATION OF SAN DIEGO		0100	0000000	5710002	012	2,340.00
2/14/2018	0000003057	004185	B&H PHOTO,VIDEO		0100	0000000	4300002	067	2,152.85
2/14/2018	0000003058	0000000400	DIAMOND ENVIRONMENTAL SERVICES LP		0100	8150000	6400005	070	406.00
2/14/2018	0000003059	0000000399	NATIONAL SEATING & MOBILITY, INC.		0100	5640000	4300010	054	4,655.66
2/14/2018	0000003060	000281	J&E PRO AUDIO LLC		0100	0000000	4300011	063	5,065.12
2/14/2018	0000003062	004627	SAFETY-KLEEN SYSTEMS, INC.		0100	0982000	5600005	074	322.01
2/14/2018	0000003064	004732	LEAL & TREJO APC		0100	0000000	5800002	063	49,144.34
2/14/2018	0000003065	0000000048	RAPHAELS PARTY RENTALS INC.		0100	0000000	5600001	025	3,061.18

PO Date	PO No.	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/14/2018	0000003066	004765	PLATINUM PARTY RENTALS		CONTRACTED SERVICES	0100	0000000	5600001	025	1,032.66
2/14/2018	0000003067	0000000048	RAPHAELS PARTY RENTALS INC.		CONTRACTED SERVICES	0100	0000000	5600001	022	3,543.03
2/14/2018	0000003068	004231	PRO POWER		MAINTENANCE SUPPLIES	0100	0000000	4300020	018	383.12
2/14/2018	0000003069	000124	WILKINSON HADLEY KING &		CONTRACTED SERVICES	0100	0000000	5800001	071	10,950.00
2/14/2018	0000003070	000809	OFFICE DEPOT		OFFICE SUPPLIES	0100	8150000	4300011	070	220.82
2/14/2018	0000003071	004548	MONTGOMERY HARDWARE CO.		CONTRACTED SERVICES	0100	8150000	6400005	070	10,649.50
2/14/2018	0000003072	0000000244	COMMERCIAL LOCK & SAFE		CONTRACTED SERVICES	0100	8150000	5600005	070	1,001.94
2/14/2018	0000003073	0000000244	COMMERCIAL LOCK & SAFE		CONTRACTED SERVICES	0100	8150000	5600005	070	445.04
2/14/2018	0000003074	000809	OFFICE DEPOT		OFFICE SUPPLIES	0100	0000000	4300011	064	292.82
2/14/2018	0000003075	000762	SOUTH BAY FENCE, INC.		CONTRACTED SERVICES	0100	8150000	5600005	070	2,490.00
2/14/2018	0000003076	0000000093	FIREWATCH		CONTRACTED SERVICES	0100	8150000	5600005	070	218.00
2/20/2018	0000003077	004830	THE TITAN GROUP, PROFESSIONAL		CONTRACTED SERVICES	0100	0000000	5800010	062	1,707.50
2/20/2018	0000003078	004678	AMAZON.COM, INC.		OFFICE SUPPLIES	0100	0000000	4300011	062	56.62
2/20/2018	0000003079	001685	COMPLIANCE POSTER COMPANY		OFFICE SUPPLIES	0100	0000000	4300011	062	360.23
2/20/2018	0000003080	003888	STANLEY CONVERGENT SECURITY		CONTRACTED SERVICES	0100	8150000	5600005	070	841.00
2/20/2018	0000003081	001278	JOHNSON CONTROLS		CONTRACTED SERVICES	0100	8150000	5600005	070	5,902.94
2/20/2018	0000003082	000535	SCHOOL SPECIALTY		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	162.70
2/20/2018	0000003083	0000000401	FLINN SCIENTIFIC, INC		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	9,735.98
2/20/2018	0000003084	0000000393	NAUMANN HOBBS MATERIAL		CONTRACTED SERVICES	0100	0000000	5600005	071	350.00
2/20/2018	0000003085	001178	SAN DIEGO COUNTY		PUBLICATION SUPPLIES	0100	0000000	4300050	073	404.06
2/20/2018	0000003086	0000000299	ATEL COMMUNICATIONS, INC		CONTRACTED SERVICES	0100	0000000	5800010	071	260.00
2/20/2018	0000003087	003311	SAN DIEGO COUNTY SUPERINTENDEN		REGISTRATION FEE	0100	0000000	5200003	050	50.00
2/20/2018	0000003088	0000000299	ATEL COMMUNICATIONS, INC		CONTRACTED SERVICES	0100	0000000	5800010	071	186.00
2/20/2018	0000003089	0000000402	CALSAC		REGISTRATION FEE	0100	0000000	5200003	061	250.00
2/20/2018	0000003090	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	365.33
2/20/2018	0000003091	0000000299	ATEL COMMUNICATIONS, INC		CONTRACTED SERVICES	0100	0000000	5800010	071	74.00
2/20/2018	0000003092	000762	SOUTH BAY FENCE, INC.		CONTRACTED SERVICES	0100	8150000	5600005	070	3,998.00
2/20/2018	0000003093	003934	ANYTIME SIGN SOLUTION, INC		MAINTENANCE SUPPLIES	0100	0982000	4300060	074	1,113.94
2/20/2018	0000003094	0000000354	DATEL SYSTEMS INCORPORATED		CONTRACTED SERVICES	0100	8150000	6500001	070	7,895.27
2/20/2018	0000003095	003192	WAL- MART COMMUNITY/GEGRB		INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	020	172.31
2/21/2018	0000003096	000356	GRAINGER		MAINTENANCE SUPPLIES	0100	8150000	4300007	070	1,067.99
2/22/2018	0000003097	000809	OFFICE DEPOT		OFFICE SUPPLIES	0100	0000000	4300001	012	307.99
2/22/2018	0000003098	001755	WILLIAM V. MAC GILL & CO.		MEDICAL SUPPLIES	0100	0000000	4300010	025	64.48
2/22/2018	0000003099	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	018	1,290.97
2/22/2018	0000003100	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	025	60.97
2/22/2018	0000003101	004765	PLATINUM PARTY RENTALS		CONTRACTED SERVICES	0100	8150000	5600001	070	81.75
Total for 0100										248,551.10
2/14/2018	0000003061	003311	SAN DIEGO COUNTY SUPERINTENDEN		REGISTRATION FEE	1200	9024000	5200003	076	1,350.00
Total for 1200										1,350.00
2/1/2018	0000003013	000717	HOLLANDIA DAIRY INC.		CAFETERIA FOOD	1300	5310000	4700001	085	500.00
2/7/2018	0000003030	000717	HOLLANDIA DAIRY INC.		CAFETERIA FOOD	1300	5320000	4700001	085	10,000.00

PO Date	PO No.	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/7/2018	0000003031	0000000227	GOLD STAR FOODS		CAFETERIA FOOD	1300	5320000	4700001	085	25,000.00
2/13/2018	0000003051	004398	AMERICAN PRODUCE DISTRIBUTORS		CAFETERIA FOOD	1300	5320000	4700001	085	5,000.00
2/14/2018	0000003063	004678	AMAZON.COM, INC.		CAFETERIA SUPPLIES	1300	5310000	4300011	085	355.53
									Total for 1300	40,855.53
2/5/2018	0000003015	004822	CALIFORNIA FINANCIAL SERVICES		CONTRACTED SERVICES	4901	9010000	5800010	010	20,000.00
									Total for 4901	20,000.00
									Grand Total	310,756.63

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Business Services and District Operations
Peter Wong, Interim Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, contract may be required with appropriate approvals and proof of receipt of the goods or services. Invoices to be paid are entered in the Business Services Department. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of January 25, 2018 through February 14, 2018. Payments were made with checks #14-358881 through #14-367363 for a total expenditure of \$1,850,464.18 from the following sources:

- General Fund - \$1,732,385.60
- Cafeteria Fund - \$98,542.56
- Building Fund - \$7438.57
- Child Development - \$12,097.45

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of January 25, 2018 through February 14, 2018. Payments were made with checks #14-358881 through #14-367363 for a total expenditure of \$1,850,464.18.

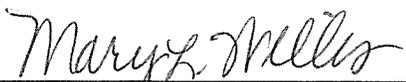
LCAP GOAL AND ACTION/SERVICE:

Goal #1: Student Achievement

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: 
Financial Implications?	Are funds for this item available in the 2017-2018 Budget?				Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
\$1,850,464.18 <small>(Amount)</small>	As listed above <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:



 Mary L. Willis, Ed.D., Interim Superintendent
 Secretary to the Board

Expenditures Report 1/25/18 - 2/14/18

Warrant No.	Payee	Payment Date	Amount	Description	Fund
14358881	CORODATA RECORDS MANAGEMENT, INC.	1/25/2018	111.34	STORAGE FEES & SERVICES 2017-1	0100
14358882	SSD ALARM	1/25/2018	1,670.31	CCTV SYSTEM 01/01/18- 03/31/18	0100
14358883	XEROX FINANCIAL SERVICES	1/25/2018	9,274.25	LEASE PAYMENT FOR COPIERS UNDE	0100
14358884	EBS - EDUCATIONAL BASED SERVICES	1/25/2018	5,328.00	OPEN PO FOR FISCAL YEAR 2017-2	0100
14358885	PROJECT LEAD THE WAY INC	1/25/2018	32,522.18	VEX PERFORMANCE TOOL KIT # 276	0100
14358886	AGRI-TURF DISTRIBUTING, LLC	1/25/2018	2,214.05	Agri-Turf	0100
14358887	QUILL CORP.	1/25/2018	327.61	Item #901-SF4 Swingline S.F.4	0100
14358888	CHEVRON U.S.A. INC.	1/25/2018	1,742.02	2017-2018 OPEN PO FOR VEHICLE	0100
14358889	LAKESHORE	1/25/2018	728.30	FICTION/NONFICTION SINGLE STUD	0100
14358890	GRAINGER	1/25/2018	641.30	Grainger/OPEN PO	0100
14358891	CURRICULUM ASSOC. INC.	1/25/2018	10,231.31	CURRICULUM ASSOCIATES STUDENT	0100
14358893	NEXT DAY PRINTED TEES	1/25/2018	2,282.05	NEXT DAY PRINTED TEE - PBIS T-	0100
14358894	SOUTH BAY FENCE, INC.	1/25/2018	795.00	Emergency gate repair invoice	0100
14358895	ASSOCIATED VALUATION SERVICES	1/25/2018	1,820.60	WEB-INTERFACE TRACKING SYSTEM	0100
14358896	ORIENTAL TRADING COMPANY, INC.	1/25/2018	383.56	MINI BRIGHT MAGIC CUBES	0100
14358897	HOME DEPOT	1/25/2018	283.26	Home Depot/OPEN PO	0100
14358898	CALIFORNIA DEPT. OF JUSTICE	1/25/2018	343.00	ADDITIONAL MONEY 2017-2018	0100
14358899	RCP BLOCK & BRICK	1/25/2018	233.82	RCP Block & Brick/Open PO	0100
14358900	STAPLES, INC.	1/25/2018	112.51	16GB USB FLASH DRIVE	0100
14358901	BARNES AND NOBLE	1/25/2018	380.82	THE 7 HABITS OF HIGHLY EFFECTI	0100
14358902	BLACKIE'S TROPHIES & AWARDS	1/25/2018	181.86	OPEN PO - BLACKIES TROPHIES FO	0100
14358903	FEDEX	1/25/2018	23.05	OPEN PO - OVERNIGHT DELIVERY S	0100
14358904	TIFCO INDUSTRIES	1/25/2018	211.13	Tifco Industries/Open PO	0100
14358906	BJ'S RENTALS, INC.	1/25/2018	165.34	BJ'S Rentals/ Open PO	0100
14358907	TEAMTALK NETWORK	1/25/2018	397.80	TEAMTALK NETWORK SERVICES	0100
14358908	RUSSELL SIGLER, INC	1/25/2018	595.88	Russell Sigler, Inc / Open Po	0100
14358909	PRO POWER	1/25/2018	202.81	Pro Power/ Open PO	0100
14358910	MPC ELECTRONICS INC	1/25/2018	422.10	ADDITIONAL MONEY FOR FISCAL 20	0100
14358911	DOMTAR PAPER CO. LLC	1/25/2018	1,422.30	PAPER, XEROGRAPHIC FOR COPIERS	0100
14358912	AMERIMEX PLUMBING INC	1/25/2018	14,000.00	Ameri-Mex /SYMS	0100
14358913	XEROX CORPORATION	1/25/2018	5,842.24	PRINT SHOP COPIERS-MFF-120 NUV	0100
14359558	AZTEC CONTAINER	1/26/2018	4,072.95	40' STANDARD STEEL CONTAINER U	0100
14359559	ACADEMIC BRAG TAGS	1/26/2018	1,786.26	ATTENDANCE TAGS FROM OCTOBER T	0100
14359560	MRC SMART TECHNOLOGY SOLUTIONS	1/26/2018	4,800.70	LEASE PAYMENT FOR PRINTERS UND	0100
14359561	GRAINGER	1/26/2018	883.55	Grainger / Transportation	0100
14359562	OFFICE DEPOT	1/26/2018	294.15	SWINGLINE STACK-AND-SHRED 130X	0100
14359563	HOME DEPOT	1/26/2018	2,173.15	Home Depot / Open PO	0100
14359564	EWING IRRIGATION	1/26/2018	2,118.82	Ewing/OPEN PO	0100
14359565	VERITIV OPERATING COMPANY	1/26/2018	2,210.18	COPY PAPER, 20LB, 8-1/2 X 11,	0100
14359566	SPINITAR/PRESENTATION PRODUCTS	1/26/2018	822.83	23" B/W PP PAPER	0100

Expenditures Report 1/25/18 - 2/14/18

Warrant No.	Payee	Payment Date	Amount	Description	Fund
14359567	GYM CLOSET	1/26/2018	316.54	05-6813 PUGG-POP UP GOAL 6 CO	0100
14359568	FEDEX	1/26/2018	19.17	OPEN PO - OVERNIGHT DELIVERY S	0100
14359569	THE HOME DEPOT SUPPLY	1/26/2018	5,161.09	Additional Money for fiscal 20	0100
14360085	VECTOR USA	1/29/2018	24,987.27	CISCO ROUTER FOR DISTRICT OFFI	0100
14360086	FORENSIC ANALYTICAL CONSULTING	1/29/2018	4,000.00	PROJECT: PJ35538 SUNSET	0100
14360087	C&M RELOCATION SYSTEMS INC.	1/29/2018	8,625.00	MONTHLY RENTAL FOR STORAGE CON	0100
14360088	PROJECT LEAD THE WAY INC	1/29/2018	16,374.77	AUTOMATION AND ROBOTICS FOR TH	0100
14360089	U.S. BANK	1/29/2018	7,500.00	SAN YSIDRO USD COP 2015 - 0420	0100
14360090	ARDOR HEALTH SOLUTIONS	1/29/2018	2,368.00	2017-18 SCHOOL YEAR AD COUNTY	0100
14360092	MICHAEL BAKER INTERNATIONAL	1/29/2018	2,245.99	VERNA POOL MITIGATION	0100
14360593	ADVANCED MEDICAL PERSONNEL SERVICES, INC	1/30/2018	1,800.00	2017-18 SCHOOL YEAR AGREEMENT	0100
14360594	SAN YSIDRO SCHOOL DISTRICT	1/30/2018	10,000.00	PURCHASE CARD	0100
14361357	SAN DIEGO GAS & ELECTRIC	1/31/2018	48,412.11	DISTRICT WIDE GAS & ELECTRICT	0100
14361358	OFFICE DEPOT	1/31/2018	135.23	INSTRUCTIONAL SUPPLIES PO#2513	0100
14361359	WAL- MART COMMUNITY/GEGRB	1/31/2018	300.00	\$500 APPLE ITUNES CARD to purc	0100
14362063	U.S. BANK NATIONAL ASSOCIATION	2/1/2018	1,082,664.24	2017 BRIDGE COPS INTEREST PAYM	0100
14362065	C&M RELOCATION SYSTEMS INC.	2/1/2018	8,000.00	MOVING SERVICES - STORAGE OUT	0100
14362066	ATEL COMMUNICATIONS, INC	2/1/2018	17,760.00	BLOCK OF HOURS FOR TECHNICAL S	0100
14362071	SAN YSIDRO SCHOOL DISTRICT	2/1/2018	638.94	REPLENISH CAHS CLEARING	0100
14362076	ROBERT GAUL	2/1/2018	1,599.80	ELPLP 42 LAMP	0100
14362551	GALLEY INC.	2/2/2018	2,984.59	Cashier Stations / Medium Chec	0100
14362552	MARY L. WILLIS	2/2/2018	1,182.53	LODGING & FASTER	0100
14362553	AUTISM-PRODUCTS.COM	2/2/2018	3,650.39	15CR RED KNOBBY SUPER CHEW	0100
14362554	ARDOR HEALTH SOLUTIONS	2/2/2018	2,368.00	2017-18 SCHOOL YEAR AD COUNTY	0100
14362555	ADVANCED MEDICAL PERSONNEL SERVICES, INC	2/2/2018	2,400.00	2017-18 SCHOOL YEAR AGREEMENT	0100
14362556	DIXIELINE LUMBER CO	2/2/2018	20.31	Dixieline Lumber/ Open PO	0100
14362557	PARADIGM HEALTHCARE SERVICES	2/2/2018	5,044.03	MAA PROGRAM MEDI-CAL BILLING S	0100
14362558	REFRIGERATION SUPPLIES	2/2/2018	51.68	Refrigeration Supplies/Open PO	0100
14362559	JOHNSON CONTROLS	2/2/2018	4,701.73	Johnson Controls/ Willow	0100
14362560	REPUBLIC SERVICES	2/2/2018	12,209.26	DISTRICT WIDE TRASH & RECYCLIN	0100
14362561	WILLIAM V. MAC GILL & CO.	2/2/2018	398.23	ECONOMY FANNY PACK SIZE 214" L	0100
14362564	IMPERIAL SPRINKLER SUPPLY	2/2/2018	535.75	Imperial Sprinkler Supply/OPEN	0100
14362566	TIFCO INDUSTRIES	2/2/2018	465.56	Tifco Industries /OPEN PO	0100
14362568	EUGENIA MARTINEZ	2/5/2018	172.22	CONFERENCE	0100
14362569	WAXIE SANITARY SUPPLY	2/5/2018	5,650.31	#770401 GREEN MICROFIBER TERRY	0100
14362570	SAN DIEGO GAS & ELECTRICT	2/5/2018	36,746.95	DISTRICT WIDE ELECTRIC & GAS U	0100
14362571	ANITA GILLCHREST	2/5/2018	330.71	MILEAGE	0100
14362572	MCGREGOR AND ASSOCIATED	2/5/2018	457.30	OPEN PO FOR MCGREGOR AND ASSOC	0100
14363118	US GAMES	2/5/2018	1,015.88	SOCCER BALL OFFICIAL SIZE	0100
14363626	P.I.P.S.	2/6/2018	69,448.33	RE-ENCUMBRANCE AMOUNT - FOR 20	0100

Expenditures Report 1/25/18 - 2/14/18

Warrant No.	Payee	Payment Date	Amount	Description	Fund
14364800	AZTEC CONTAINER	2/8/2018	2,424.36	CONTAINERS RENTAL PERIOD 02-22	0100
14364801	DIMENSION DATA NORTH AMERICA	2/8/2018	740.00	OPEN PO FOR 2017-2018 SCHOOL Y	0100
14364802	MRC SMART TECHNOLOGY SOLUTIONS	2/8/2018	12,431.09	ADDITIONAL MONEY FOR FISCAL 20	0100
14364803	SAN DIEGO CENTER FOR VISION	2/8/2018	565.00	2017-18 AGREEMENT WITH SAN DIE	0100
14364804	KEENAN & ASSOCIATES	2/8/2018	1,847.18	INVOICE# 411246	0100
14364805	CALSPRA	2/8/2018	309.00	CALSPRA 2018 REGISTRATION - MR	0100
14364806	WINET PATRICK GAYER CREIGHTON	2/8/2018	9,365.93	INVOICE#: 42545	0100
14364807	ATEL COMMUNICATIONS, INC	2/8/2018	519.00	ATEL WORK ORDER	0100
14364808	DEPARTMENT OF GENERAL SERVICES DGS	2/8/2018	1,769.85	ACCESS COMPLIANCE AND STRUCTUR	0100
14364809	ILLUMINATE EDUCATION INC.	2/8/2018	1,198.00	Registration Fees for the Illu	0100
14364810	PROJECT LEAD THE WAY INC	2/8/2018	2,327.40	PLTW VEX IQ Construction Kit	0100
14364811	MARY L. WILLIS	2/8/2018	675.00		0100
14364812	GRAINGER	2/8/2018	142.23	Additional money for fiscal 17	0100
14364813	RANCHO SAN DIEGO NURSERY INC	2/8/2018	118.26	Rancho San Diego Nursery/ OPEN	0100
14364814	RANCHO AUTO & TRUCK PARTS	2/8/2018	187.29	Rancho Auto Parts/ Open PO	0100
14364815	CLARK SECURITY PRODUCTS	2/8/2018	282.16	Additional money for fiscal 20	0100
14364816	COOLE SCHOOL	2/8/2018	315.00	Secondary Planners	0100
14364817	FEDEX	2/8/2018	29.42	OPEN PO - OVERNIGHT DELIVERY S	0100
14364818	TEAMTALK NETWORK	2/8/2018	397.80	TEAMTALK NETWORK SERVICES	0100
14364819	SOUTHERN CALIFORNIA TRANE	2/8/2018	270.67	ADDITIONAL MONEY TO COVER 2017	0100
14365562	KLEINFELDER, INC	2/9/2018	727.75	Kleinfelder	0100
14365563	BMR HEALTH SERVICES, INC	2/9/2018	18,600.00	OPEN PO FOR FISCAL YEAR 2017-2	0100
14365564	DARCY MORALES MONGE	2/9/2018	6,270.00	OPEN PO FOR 2017-2018 SCHOOL Y	0100
14365565	STEVEN V. BERRY	2/9/2018	980.53	DURABLE 18X24 POSTERS GRAPHIC	0100
14365566	ARDOR HEALTH SOLUTIONS	2/9/2018	2,960.00	2017-18 SCHOOL YEAR AD COUNTY	0100
14365567	ADVANCED MEDICAL PERSONNEL SERVICES, INC	2/9/2018	3,000.00	2017-18 SCHOOL YEAR AGREEMENT	0100
14365568	FRANKLIN COVEY CLIENT SALES, INC.	2/9/2018	536.02	76996 LEADER IN ME PAPERWORK	0100
14365569	APOLLO ELEVATOR	2/9/2018	300.00	Apollo Elevator/March 14	0100
14365570	PARADIGM HEALTHCARE SERVICES	2/9/2018	500.00	MAA PROGRAM CONSULTING SERVICE	0100
14365571	SCHOOL SPECIALTY	2/9/2018	308.75	9-1378963-358 STRETCHY CREATUR	0100
14365572	SCHOOL SERVICES OF CALIFORNIA	2/9/2018	200.00	2016-2017 SABRE REPORT	0100
14365573	HOME DEPOT	2/9/2018	82.98	ADDITIONAL MONEY TO COVER 2017	0100
14365574	STATE WATER RESOURCES	2/9/2018	1,400.00	SWRCB ANNUAL PERMIT FEE	0100
14365575	ASELTINE SCHOOL	2/9/2018	10,472.45	OPEN PO FOR 2017-18 SCHOOL YEA	0100
14365576	PEARSON	2/9/2018	350.00	ITEM QG1BA3 BASC-3 SCORING 1-Y	0100
14365577	BLANCA CASTILLO	2/9/2018	250.00	VEHICLE DAMAGE	0100
14365578	ANTONIO RAMIREZ	2/9/2018	667.08	JANUARY MILEAGE	0100
14365579	VECTOR USA	2/13/2018	32,995.50	EMERGENCY NETWORK SECURITY REM	0100
14366613	CAROLYN KARINEN	2/13/2018	9,600.00	OPEN PO FOR 2017-18 SCHOOL YEA	0100
14366614	ROBERTO CARRILLO	2/13/2018	272.76	PROJECT LEAD THE WAY	0100

Expenditures Report 1/25/18 - 2/14/18

Warrant No.	Payee	Payment Date	Amount	Description	Fund
14366615	PIONEER HEALTHCARE SERVICES LLC	2/13/2018	8,400.00	SAN DIEGO COUNTY MASTER CONTRA	0100
14366616	PETER WONG	2/13/2018	1,185.09	LODGING	0100
14366617	JAMIE BARRETT	2/13/2018	812.28	EDTECH TEAM SUMMIT	0100
14366618	CITY TREASURER	2/13/2018	1,208.85	DISTRICT WIDE WATER SERVICE FO	0100
14366619	MIRACLE RECREATION EQUIPMENT	2/13/2018	4,630.86	Miracle Recreation Equipment	0100
14366620	SCHOOL SPECIALTY	2/13/2018	438.90	084473 School Smart Nickel C	0100
14366621	WESTERN PSYCHOLOGICAL SERVICES	2/13/2018	426.70	AP-504 TAPS-3 SPANISH-BILINGUA	0100
14366622	OFFICE DEPOT	2/13/2018	1,145.02	Item#347400 Sparco Hardboard C	0100
14366623	GOPHER SPORT	2/13/2018	2,075.88	GC92-521 TUG OF WAR ROPE	0100
14366624	CALIFORNIA DEPT. OF JUSTICE	2/13/2018	963.00	ADDITIONAL MONEY 2017-2018	0100
14366625	I B TROPHIES & AWARDS	2/13/2018	21.55	PAYMENT OF AN INVOICE - SPELLI	0100
14366626	ELVA DE BACA	2/13/2018	35.31	PROJECT LEAD THE WAY	0100
14366628	LAW OFFICES OF SCHWARTZ&STOREY	2/13/2018	4,500.00	ATTORNEY FEES FOR LITIGATION	0100
14366629	DOMTAR PAPER CO. LLC	2/13/2018	1,955.66	PAPER, XEROGRAPHIC FOR COPIERS	0100
14366630	PRINCIPAL'S EXCHANGE	2/13/2018	26,542.00	Open PO for Principal's Exchan	0100
14366631	SPARKLETTIS	2/13/2018	87.94	2017-2018 OPEN PO FOR THE FOLL	0100
14366633	XEROX CORPORATION	2/13/2018	5,561.28	PRINT SHOP COPIERS-MFF-120 NUV	0100
14367354	CORODATA RECORDS MANAGEMENT, INC.	2/14/2018	145.93	STORAGE FEES & SERVICES 2017-1	0100
14367355	VECTOR USA	2/14/2018	21,231.28	MANAGED SERVICES CHARGE(MONTHL	0100
14367356	ERIBERTO GARCIA	2/14/2018	161.55	PROJECT LEAD THE WAY	0100
14367357	PNC EQUIPMENT FINANCE, LLC	2/14/2018	3,500.00	PNC DOCUMENTATION FEE	0100
14367358	MICHELLE LEON	2/14/2018	21.61	PROJECT LEAD THE WAY	0100
14367359	HANNAH SLATER	2/14/2018	147.59	JECT LEAD THE WAY	0100
14367360	DION INTERNATIONAL TRUCK INC.	2/14/2018	4,716.39	Dion International	0100
14367361	SPRINT	2/14/2018	4,542.45	DISTRICT WIDE CELL PHONE SERVI	0100
14367362	FLYERS ENERGY	2/14/2018	4,590.07	Flyers Energy/Open PO	0100
14367363	MARIA C.RODRIGUEZ	2/14/2018	155.65	PROJECT LEAD THE WAY	0100
			1,732,385.60		0100 Total
14358892	SCHOOL SPECIALTY	1/25/2018	200.22	40602 - TAPE CELLULOSE 3/4"	1200
14358905	SOUTHWEST SCHOOL & OFFICE	1/25/2018	3,735.23	SSS3900RD - YARN ACRYLIC RED	1200
14366632	COTHRINE TRAINING SERVICES	2/13/2018	8,162.00	LIVE WELL SAN DIEGO, EXERCISE/	1200
			12,097.45		1200 Total
14362064	GOLD STAR FOODS	2/1/2018	44,635.74	PO for GOLD STAR to purchase f	1300
14362067	HOLLANDIA DAIRY INC.	2/1/2018	12,936.47	Open PO for Hollandia Dairy to	1300
14362068	SAFEWAY INC. -VONS DIVISION	2/1/2018	382.52	PO for VONS to purchase food f	1300
14362069	P&R PAPER SUPPLY COMPANY, INC.	2/1/2018	11,222.82	Open PO for P&R to purchase pa	1300
14362070	OFFICE DEPOT	2/1/2018	147.86	Open PO Office Depot to purcha	1300
14362071	PRUDENTIAL OVERALL SUPPLY	2/1/2018	495.00	PO for clean towel service for	1300
14362073	MEXAM ENTERPRISES, INC.	2/1/2018	174.97	PO to purchase kitchen equipme	1300
14362074	AMERICAN PRODUCE DISTRIBUTORS	2/1/2018	16,884.94	ADDITIONAL MONEY TO COVER 2017	1300

Expenditures Report 1/25/18 - 2/14/18

Warrant No.	Payee	Payment Date	Amount	Description	Fund
14362075	GALASSO'S BAKERY	2/1/2018	2,371.84	Open PO for bread items with G	1300
14362548	K & M Foodservice	2/2/2018	2,831.36	PO for K&M to purchase Mary's	1300
14362549	CATALINA OFFSHORE PRODUCTS, INC	2/2/2018	420.00	Open PO for Catalina Offshore	1300
14362550	S&S BAKERY, INC.	2/2/2018	193.98	Open PO to purchase bakery ite	1300
14362562	LLOYD PEST CONTROL CO.	2/2/2018	448.00	Open PO for Lloyd Pest Control	1300
14362563	CINTAS CORPORATION NO. 3	2/2/2018	2,140.39	ADDITIONAL MONEY TO COVER 2017	1300
14362565	SMART & FINAL	2/2/2018	99.40	Open PO for Smart & Final to p	1300
14362567	ACE COOLING & FREEZING	2/2/2018	2,751.22	Open PO for ACE cooling REPAIR	1300
14363625	SELECTA INTERNATIONAL	2/6/2018	106.85	ADDITIONAL MONEY TO COVER 2017	1300
14363627	HOLLANDIA DAIRY INC.	2/6/2018	100.70	Open PO for Hollandia Dairy to	1300
14366627	AMERICAN PRODUCE DISTRIBUTORS	2/13/2018	198.50	Open PO for American Produce C	1300
			98,542.56		1300 Total
14360084	ALLIANCE ENGINEERING OF CALIFORNIA, INC	1/29/2018	1,905.32	OPEN PO FOR AEC # 1705 SMYTHE	2110
14360091	CLARK SECURITY PRODUCTS	1/29/2018	3,322.97	CLARK-LA MIRADA	2110
14360093	COOPERATIVE STRATEGIES LLC	1/29/2018	2,210.28	ANNUAL AND FIVE YEAR REPORTS	2110
			7,438.57		2110 Total
			1,850,464.18		Grand Total

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Business Services
Peter Wong, Interim Chief Business Official

INITIAL: PW
 Informational
 Action

AGENDA ITEM: 2016-17 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 2016-17 audit was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. The District was granted an extension due to extraordinary circumstances. 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. Report is provided under separate cover.

RECOMMENDATION:

Receipt and review of the 2016-17 Annual Financial Audit Report.

LCAP GOAL AND ACTION/SERVICE:

Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT

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: PW

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

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:

Mary L. Willis
Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

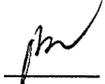
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Business Services and District Operations
Peter Wong, Interim Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: APPLICATION FOR A COUNTY-DISTRICT-SCHOOL CODE TO ESTABLISH VISTA DEL MAR AS A MIDDLE SCHOOL (REVISION)

BACKGROUND INFORMATION:

The California Department of Education, Educational Data Management Division, requires that an application requesting a new County-District-School (CDS) Code be submitted to establish Vista Del Mar as an Intermediate/Middle School.

The Governing Board approved the District's Reconfiguration Plan on February 25, 2016 for five elementary K-6 schools (4 with TK) and two 7-8 middle schools, but did not specifically mention the schools' names or indicate that Vista Del Mar was being reconfigured into a middle school. Vista Del Mar Middle School's first day of student instruction was August 17, 2017.

Due to a late application submittal, the CDS Code could not be issued. Under the direction of the CDS Department, the District will submit a revised application to reflect the "Open Date" as July 1, 2018.

The Reconfiguration Plan included the following grade changes:

School	2017-18 Grade Levels August 17, 2017	
	From	To
La Mirada	4-6	TK-6
Ocean View Hills	4-8	TK-6
Smythe	K-3	TK-6
Willow	K-8	TK-6
Sunset	K-6	K-6
Vista Del Mar	K-3	7-8
San Ysidro Middle	7-8	7-8

RECOMMENDATION:

Approve/Ratify the revised application to the California Department of Education for a new County-District-School (CDS) Code to establish Vista Del Mar as a Middle School with an "Open Date" of July 1, 2018.

LCAP GOAL AND ACTION/SERVICE:

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 - Revised

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

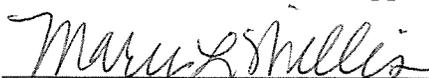
Yes No

N/A
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No


Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Superintendent's Office Certification: 12B.4

Page 1 of 1

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Business Services and District Operations
Peter Wong, Interim Chief Business Official

INITIAL: pw
 Informational
 Action

AGENDA ITEM: BOARD ACTION TO DECLARE DISTRICT PERSONAL PROPERTY AS OBSOLETE, SURPLUS, DISPOSE OF, OR DONATE PER EDUCATION CODE 17546 (a) (b) (c)

BACKGROUND INFORMATION:

The District periodically has inventory items that become obsolete and are recommended for disposal, donation or sale on an "As is" basis. At this time, the items listed below are no longer needed by the District and/or are no longer usable due to age and/or disrepair. The items are determined to have no use by District staff and will be disposed of in compliance with the California Education Code Sec. 17546 (a) (b) (c).

The following is the list of equipment:

School	Equipment	Warrant Serial No. (WSN)
Sunset School	Oven	0211CJ0373
Sunset School	Oven	0211CJ0370

RECOMMENDATION:

Approve to declare District personal property as obsolete and surplus to be disposed, sold, or donated as per California Education Code Sec. 17546 (a)(b)(c).

LCAP GOAL AND ACTION/SERVICE:

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: pw

Financial Implications?
 Are funds for this item available in the 2017-2018 Budget?
 Requisition #

Yes
 No
 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:

Mary L. Willis
 Mary L. Willis, Ed.D., Interim Superintendent
 Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: mw
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH FAMILY VISION CARE

BACKGROUND INFORMATION:

Family Vision Care will be providing vision evaluations and vision therapy services for a Special Education student per OAH #2017070112 dated September 26, 2017.

Cost implication: Vision Assessment and Vision Therapy Services = \$5,000.00

RECOMMENDATION:

Approve/Ratify the agreement with Family Vision Care to provide vision assessment and vision therapy services for a special education student per OAH #2017070112 dated September 26, 2017 at a cost not to exceed \$5,000.00 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal #1: STUDENT ACHIEVEMENT

1.1 Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

<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 2017-2018 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
\$5,000.00 (Amount)	Special Education (Name of funding source and/or location)			0100-6500-000-5770-1190-5800-010-054 (Funding account number)	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis
Mary L. Willis, Ed.D., Interim 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 15th day of December 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Family Vision Care
Company/Consultant

(858) 560-5181
Telephone Number

4310 Genesee Ave, Ste. 101, San Diego, CA 92117
Address

vt@visionsource-drsneag.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: December 15, 2017

To: June 30, 2018

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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign 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, to bind the District.

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4350 Otay Mesa Road, San Ysidro, CA 92173

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

(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 Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage 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.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
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.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

SAN YSIDRO SCHOOL DISTRICT

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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.

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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) Grounds for 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 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 by District.

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(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

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5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please 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 may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Family Vision Care
Name:	Gary Sneag, .D., F.C.O.V.
Title:	Owner
Address:	4310 Genesee Ave, Ste. 101
City/State/Zip Code:	San Diego, CA 92117
Telephone:	(858) 560-5181
Email:	gsneag@yahoo.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Peter Wong	
Title:	Interim Chief Business Official	Special Education Department
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3089
Email:	peter.wong@sysd.k12.ca.us	

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

Family Vision Care

Firm Name

Signature of Authorized Agent

Gary Sneag, Owner

Print Name, Title

Date:

(858) 560-5181

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

Peter Wong, Interim Chief Business Official

Print Name, Title

Date

03-08-18

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** 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 Section 45122.1.

_____ (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.

_____ (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) It is understood that by signing this document, Consultant agrees that they are familiar with 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 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.

_____ (Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____ (Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify 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 that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____ **12B.6**

Signature _____ Date _____ **Page 10 of 11**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A
SCOPE OF SERVICES**

• Comprehensive Examination:	\$ 165.00
• Developmental Vision Assessment:	300.00
• Report and/or Parent Conference:	95.00
• Vision Therapy:	<u>3,450.00</u>
Total	<u>\$4,010.00</u>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: mw
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH BORDER VIEW FAMILY YMCA FOR
AFTER-SCHOOL SPORTS LEAGUE – ELEMENTARY SCHOOLS

BACKGROUND INFORMATION:

The Border View Family YMCA's Sports League will provide an environment for student athletes to develop the skills needed to reach the next level of organized sports, provide positive after school programming during at-risk times of the day, and be a vehicle for developing our community leaders of tomorrow.

This league is dedicated to provide inner athletic competition primarily to the San Ysidro District service area for students between the 3rd through 6th grade. The YMCA acts as league commissioner. All schedules, games, and officials are organized and provided by the YMCA. The YMCA will help with the efforts to recruit teachers to coach at each school site for each team. Furthermore, the implementation and enforcement of the YMCA Code of Conduct will encourage the student athletes to compete within the rules while displaying sportsmanship.

Cost implications include \$500.00 entry fee for each team and a \$610.50 stipend per coach.

RECOMMENDATION:

Approve the agreement with Border View Family YMCA Sports League for students in 3rd - 6th grades at Ocean View Hills, Smythe, La Mirada, Sunset and Willow Schools at a cost not to exceed \$11,105.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT

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.

2.9 Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

Renewal New Amendment Ratify Other

Business Services Reviewed: YH

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

Yes No

\$11,105.00

General Fund

--

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

12B.7

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FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA and SYSD After-School Sports League Proposal

The Border View Family YMCA's Sports League will provide an environment for student athletes to develop the skills needed to reach the next level of organized sports, provide positive after school programming during at-risk times of the day, and be a vehicle for developing our community leaders of tomorrow. This league is dedicated to provide inner athletic competition primarily to the San Ysidro District service area for students between the 3rd through 6th grade. The YMCA acts as league commissioner. All schedules, games, and officials are organized and provided by the YMCA. The YMCA will help with the efforts to recruit volunteer coaches at each school site for each team. Furthermore, the implementation and enforcement of the YMCA Code of Conduct will encourage the student athletes to compete within the rules while displaying sportsmanship.

Program Details:

All players will need to register through the YMCA.

Length of Season: 8 weeks

Games:

- 4 weeks of games and they will be held during the weekday. Games will be played during the last week of the season.
- Each team will play each other once. Top two will advance to the playoffs.
- YMCA will provide the officials and lead staff during the game.
- Location: TBD but suggests central location where kids can be bused.
- Game times: after school hours

Practice: 2 days a week of the first 4 weeks. Last 4 weeks consist of 1 day of practice and one day of game.

Coaches: Parent volunteers or faculty coaches.

Divisions: 3rd/4th and 5th/6th

- 3rd/4th – 14 players max
- 5th/6th - 16 players max

Sports: Soccer

Cost:

- \$500/team

Raymond Wu
Regional Sports Director

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

Company/Consultant

Telephone Number

Address

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: _____ To: _____

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.

SAN YSIDRO SCHOOL DISTRICT

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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

SAN YSIDRO SCHOOL DISTRICT

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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

(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 Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage 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.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance)**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
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.
6. **Cyber Security Liability**: Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 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.

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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.

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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) Grounds for 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 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.

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(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are in place. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please 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 may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	
Name:	
Title:	
Address:	
City/State/Zip Code:	
Telephone:	
Email:	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:		
Title:		
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:		

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

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Print Name, Title

Date:

Date

Phone Number

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. 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 Section 45122.1.

_____ (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.

_____ (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) It is understood that by signing this document, Consultant agrees that they are familiar with 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 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.

_____ (Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____ (Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify 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 that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____ **12B.7**

Signature _____ Date _____ **Page 11 of 12**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A
SCOPE OF SERVICES**

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH BORDER VIEW FAMILY YMCA FOR AFTER-SCHOOL SPORTS LEAGUE – MIDDLE SCHOOL SOCCER INVITATIONAL

BACKGROUND INFORMATION:

The Border View Family YMCA’s middle school soccer invitational will provide an environment for student athletes to develop the skills needed to reach the next level of organized sports, provide positive after school programming during at-risk times of the day, and be a vehicle for developing our community leaders of tomorrow. This league is dedicated to provide inner athletic competition primarily to the South Bay service area for middle school students. The YMCA acts as league commissioner. All schedules, games, and officials are organized and provided by the YMCA. Furthermore, the implementation and enforcement of the YMCA Code of Conduct will encourage the student athletes to compete within the rules while displaying sportsmanship.

Cost implications include team entry fee of \$425.00 per team and the coaches will receive a District stipend of \$610.50.

RECOMMENDATION:

Approve the agreement with Border View Family YMCA’s middle school soccer invitational for students at San Ysidro Middle School and Vista Del Mar Middle School at a cost not to exceed \$4,142.00 be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2 – Safety, Climate, and Student Engagement

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.

2.9 Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

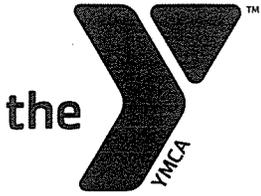
<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
<div style="border: 1px solid black; padding: 2px;">\$4,142.00</div> <small>(Amount)</small>	<div style="border: 1px solid black; padding: 2px;">General Fund</div> <small>(Name of funding source and/or location)</small>	<div style="border: 1px solid black; padding: 2px;">--</div> <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:



 Mary L. Willis, Ed.D., Interim Superintendent
 Secretary to the Board



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



YMCA MIDDLE SCHOOL ATHLETIC LEAGUE Border View Family YMCA Middle School Invitational School Year 2017-2018 Commitment Form

SEASON: Fall Winter Spring

SCHOOL: _____

Teams Committed (include grade/division, gender, and sport—ie. Boys Basketball-A):

LEAGUE FEES Price per Team

Sport	6 games season
All Sports	\$425

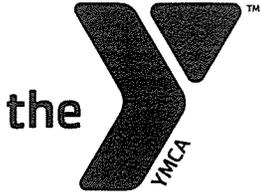
PENALTY FEES

Penalty fees will be assessed for failures to meet league deadlines and schedules.

Game Forfeit Fee

Game reschedules will not be accommodated if team failed to submit accommodation requests by the season's designated deadline.

- Forfeit within 36 hours of scheduled game: \$100 +
- Forfeit 1-7 days prior to game: \$75
- Forfeit 8 or more days prior to game: \$50



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



YMCA MIDDLE SCHOOL ATHLETIC LEAGUE

PAYMENT

Party Responsible for Payment: _____

Payment made to **Border View Family YMCA**

By signing, _____ (school name) agrees to commit the teams listed above for the _____ season of the YMCA MS INVITATIONAL. Either party may terminate this agreement without cause by notifying the other party in writing two (2) weeks prior to the league games start date. YMCA may immediately terminate this agreement for good cause. After signing this agreement it becomes binding and any termination will result in a **\$75** charge per team committed. If a team decides to terminate this agreement less than ten (7) days prior to the league games start date **\$200** will still be due per team. If a team terminates after the schedule has been distributed the \$50/game forfeit fee will be charged.

Coaches Signature

Date

Administrator Signature
(Afterschool Program Supervisor)

Date

Principal Signature

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: AMENDMENT TO AGREEMENT WITH YMCA OF SAN DIEGO (BORDER VIEW) FOR THE 2017-18 AFTER SCHOOL EDUCATION & SAFETY (ASES) SERVICES

BACKGROUND INFORMATION:

The Board approved the agreement on July 13, 2017 for the YMCA of San Diego to provide After School Education and Safety Program (ASES) and 21st Century Community Learning Centers (CCLC) services for the 2017-18 school year. The agreement is between the San Ysidro School District and YMCA of San Diego County with an effective date of July 1, 2017 through June 30, 2018. The YMCA of San Diego agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

The Board approved/ratified the Agreement on September 14, 2017 to include Attachments A-I which provided detailed information regarding the distribution of funds for the 2017-18 ASES program.

The total contract was amended accordingly after the 2017-18 ASES grant award was finalized and released by the California Department of Education (CDE) and San Diego County Office of Education (SDCOE). San Ysidro School District shall amend the ASES agreement with the YMCA of San Diego County and adjust contract maximum to the appropriate percentage grant award that was increased or reduced in the contract year. The new ASES PM reimbursement rate increased from \$7.50 per student/per day to \$8.19 per student/per day and the ASES AM reimbursement rate increased from \$5.00 per student/per day to \$5.46 per student/per day.

The original ASES agreement specified the annual total ASES allocation(s) not exceeding \$759,672.91. The amended ASES agreement now specifies the annual total ASES allocation(s) not exceeding \$948,759.98, which is a contractual revenue increase of \$189,087.07 (if full expenditures are made). The increase is for ASES and 21st CCLC funding, but does not include any supplemental funding.

RECOMMENDATION:

Approve the Amended Agreement with the YMCA of San Diego County (Border View Family YMCA) for the 2017-18 After School Education & Safety (ASES) Program at an amount not to exceed \$948,759.98 from the ASES grant and 21st Century Community Learning Center (CCLC) grant.

LCAP GOAL AND ACTION/SERVICE:

2.9 Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

Renewal New Amendment Ratify Other

Business Services Reviewed: *pm*

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

Yes No

\$948,759.98
(Amount)

ASES Grant & 21st CCLC Grant
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

MEMORANDUM OF AGREEMENT

After School Education & Safety (ASES) & 21st Century Community Learning Centers (CCLC) Programs

This Agreement is to provide services for the After School Education and Safety Program (ASES) and 21st Century Community Learning Centers (CCLC) is entered into this 1st day of July 1, 2017 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every “regular school day” and any day that students attend and instruction takes place.
2. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
3. Elementary students should participate every day that the after school component operates.
4. Establish a local policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Establish a policy for late arrival of those students attending the ASES Before School Program. This late arrival policy should include parental permission stating dates, times, and reasons for the late arrival.
6. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:
 - i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
 - ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
 - iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.

12B.9

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2. Web-Based Attendance and Daily Attendance Accountability Requirements:

1. In FY 17-18, the YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the “*Automated Card Scanning*” capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. YMCA of San Diego County will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. Staffing Requirements:

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1.
2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the San Ysidro School District.
3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. State Mandated Data and Evaluation Requirements:

1. YMCA will collaborate with San Ysidro School District and SDCOE to disseminate statewide evaluation process as determined by the CDE.
2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
3. Both San Ysidro School District and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
4. San Ysidro School District will share evaluation data reports with YMCA of San Diego County to use for quality improvement plan.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, San Ysidro School District, YMCA of San Diego County will be required to return the entire amount of funding in question to the San

Diego County Office of Education.

2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7.
3. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.
4. San Ysidro School District shall amend contract with the YMCA of San Diego County. The current ASES reimbursement rate is \$8.19 per student/per day for the PM Program and \$5.46 for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.

7. Budget Restrictions (See YMCA of San Diego County ELP 2017-18 Attachment A & B)

1. The San Diego County Office of Education shall retain 2% or \$19,362.45 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3.2% or \$30,979.92 of total grant funds for direct administrative costs.
3. The YMCA of San Diego County shall receive 8.2% or \$79,386.04 for indirect costs. No more than 5% or \$48,406.12 shall come from grant funds. The YMCA of San Diego County shall use separate invoice process for indirect costs above 5%.
4. No more than 4.8% or \$46,469.88 of direct administrative costs shall be expended by YMCA.
5. The YMCA must expend at least 85% or \$822,904.06 of grant funding in direct services for pupils.

8. Program Matching Funding Requirements.

1. Program must provide local funds totaling no less than one-third of the grant amount.
2. San Ysidro School District will provide matching funds for facilities and space usage not to exceed 25% or \$79,870.10 of total match requirement.
3. YMCA of San Diego County shall contribute 10% or \$31,948.04 of total match requirement unless otherwise agreed upon between San Ysidro School District and YMCA.
4. State categorical funds for remedial education activities may not be used to fulfill match requirements.

9. Additional ASES Program Operation Requirements.

1. Both San Ysidro School District and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative

Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).

3. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
4. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet needs of San Ysidro School District.
5. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
6. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
7. San Ysidro School District shall collaborate with YMCA to provide snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
8. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
9. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
10. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
11. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
12. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy.
13. Each ASES funded site will be responsible for the development of a FY2017-18 After School Program Plan as part of the San Diego ASES Program Consortium.
14. San Ysidro School District and YMCA administration will review the ASES Program Plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
15. Each site ASES Program plan will identify FY 2017-2018 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
16. Ensure that ASES staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
17. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
18. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
19. San Ysidro School District and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA of San Diego County by San Ysidro School District shall include at least 30 days' notice unless otherwise agreed upon by both parties.

1. YMCA of San Diego County will make reports to San Ysidro School District as necessary to enable San Ysidro School District to perform its duties and will maintain such records and provide access to those records as San Ysidro School District deems necessary. The school and YMCA of San Diego County shall maintain such records for at least five years after the completion of the activities for which the funds are used.
2. YMCA of San Diego County will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public (California Public Records Act, Government Code Section 6250 et seq.)
3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
5. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA of San Diego County shall provide financial expenses monthly to San Ysidro School District.
7. San Ysidro School District shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) to San Diego County Office of Education.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce, increase, or defer the funding upon which this award is based, then this award will be amended accordingly.

PERIOD OF AGREEMENT

According to the terms of the After School Education & Safety (ASES) Program, the term of this Agreement shall be July 1, 2017 through June 30, 2018.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

San Ysidro School District shall reimburse funds to YMCA of San Diego County as available from SDCOE, and within 30 days after invoice for monthly expenses submitted from YMCA of San Diego County. Annual total ASES allocation(s) **shall not exceed *\$948,759.98** YMCA of San Diego County. This includes one invoice process which annual total shall not exceed **\$917,780.06** from grant funds, and secondary invoice process which annual total shall not exceed **\$30,979.92** from local funds.

**The total contract was amended accordingly after 2017-18 ASES grant award was finalized and released by the CDE and SDCOE.*

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2018 final

expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid to YMCA of San Diego County if determined such findings or compliance issues were result of failure to provide contracted services agreed upon by both parties and/or stated in signed MOU.

12. YMCA OF SAN DIEGO COUNTY & SAN YSIDRO SCHOOL DISTRICT CONTACT PERSONS

YMCA of San Diego County Contact:

Baron Herdelin-Doherty
YMCA of San Diego County
President & CEO
3708 Ruffin Rd.
San Diego, CA 92123
858-292-9622

San Ysidro School District Contact:

San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173
619-428-4476

13. CONFIDENTIALITY

1. All communications and information obtained by YMCA of San Diego County from San Ysidro School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of San Ysidro School District, YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the San Ysidro School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from San Ysidro School District for any purpose other than the performance of this agreement, without San Ysidro School District's written prior consent.
2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to San Ysidro School District all written materials constituting or incorporating any communications or information obtained from the San Ysidro School District. Upon San Ysidro School District's specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.

San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School District.

3. The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights

and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 (“ARRA”) and the Health Information Technology and Economic Clinical Health Act of 2009 (“HITECH”).

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not be obtaining pupil-generated content.
 - In the event of an unauthorized disclosure of a pupil’s records, YMCA shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District’s Superintendent, Deputy Superintendent and/or designee.
 - YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
 - YMCA certifies that a pupil’s records shall not be retained or available to YMCA upon completion of the terms of this Professional Services Agreement.
 - District agrees to work with YMCA to ensure compliance with FERPA.
 - YMCA shall not use personally identifiable information in pupil records to engage in targeted advertising.
 - Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator’s products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.
4. YMCA of San Diego County obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by San Ysidro School District hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

Likewise, San Ysidro School District obligation of confidence with respect to information submitted or disclosed to San Ysidro School District by YMCA of San Diego County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) individual responses on surveys in conjunction with this evaluation will be kept confidential by the

YMCA of San Diego County. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA of San Diego County is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of San Ysidro School District.

YMCA of San Diego County agrees to all of the following:

(a) YMCA shall not disclose Private Information obtained from San Ysidro School District in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The YMCA received advance written approval from the San Ysidro School District to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, San Ysidro School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time, for either party's convenience.
2. If the termination is for the convenience of the San Ysidro School District, upon receipt of 60 days' notice, YMCA of San Diego County shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - (2) Deliver to San Ysidro School District all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

YMCA of San Diego County shall submit a final invoice within 60 days of termination and upon approval the San Ysidro School District shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.

3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder.

The rights and remedies of San Ysidro School District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure of to fulfill its contractual obligations.
2. If this agreement is terminated by San Ysidro School District, upon receipt of such notice, YMCA of San Diego County shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - (2) Deliver to San Ysidro School District all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.
3. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual obligations, San Ysidro School District may take over the services, and complete the services by contract or otherwise.

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

18. HOLD HARMLESS

YMCA of San Diego County agrees to hold harmless, defend, and to indemnify San Ysidro School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, San Ysidro School District performance, or lack thereof, under this Agreement.

Likewise, San Ysidro School District agrees to hold harmless, defend, and to indemnify YMCA of San Diego County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA of San Diego County performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA of San Diego County shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or YMCA of San Diego County shall sign and file with San Ysidro School District the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in

accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement.”

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, San Ysidro School District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days’ written notice.

21. AUDIT

YMCA of San Diego County agrees to maintain and preserve until five years after termination of the Agreement with San Ysidro School District, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

22. INSURANCE REQUIREMENTS

(1) Time for Compliance. YMCA 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, YMCA shall not allow any Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. YMCA and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by YMCA, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance)**: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to YMCA’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
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.
6. **Cyber Security Liability**: Coverage for both electronic and non-electronic data breach of

\$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of YMCA's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of YMCAs or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

If YMCA maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by YMCA.

YMCA of San Diego County shall file, with San Ysidro School District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **San Ysidro School District** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

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.

24. COMPLIANCE WITH LAW

YMCA of San Diego County shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Ysidro School District and the YMCA of San Diego County President/CEO.

26. TOBACCO-FREE FACILITY

San Ysidro School District is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The San Ysidro School District shall determine the YMCA of San Diego County's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

 The YMCA of San Diego County will have "**limited contact**" with pupils and the **12B.9**
Contractor/Provider may be required to do one or more of the following to protect pupils:

1. Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3. Provide security patrols or supervision,
4. Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

X The YMCA of San Diego County will have “**greater than limited contact**” with pupils and the YMCA of San Diego County shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA of San Diego County shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The YMCA of San Diego County has **certified in writing** to the San Ysidro School District that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

By (Authorized Signature)

Date

Name (Type or Print)

YMCA of San Diego County

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN YSIDRO SCHOOL DISTRICT

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

By (Authorized Signature)

Baron Herdelin-Doherty **12B.9**
President/CEO **Page 13 of 23**

San Ysidro School District

YMCA of San Diego County

Date: _____

Date: _____

Board Approved:

Federal EIN #: 95-2039198

**YMCA of San Diego County
La Mirada ELP 2017-18 Attachment C-Amended**

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	\$0.00	0.00%	\$2,794.00	2.00%	0.00	0.00%	\$ 2,794.00	2.00%
La Mirada	\$0.00	0.00%	\$4,470.42	3.20%	0.00	0.00%	\$ 4,470.42	3.20%
YMCA of San Diego County	\$6,985.01	5.00%	\$6,705.62	4.80%	\$118,745.31	85.00%	\$ 132,435.95	94.80%
Total Costs Retained	\$6,985.01	5.00%	\$13,970.04	10.00%	118,745.31	85.00%	\$ 139,700.37	100.00%
AM ADA	17.14	AM Award Amount:	\$16,850.37		AM Supplemental Award Amount			N/A
PM ADA	83.33	PM Award Amount:	\$122,850.00		PM Supplemental Award Amount			N/A
		Total Award	\$139,700.37					

**YMCA of San Diego County
Ocean View Hills ELP 2017-18 Attachment D-Amended**

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	2708.38	2.00%	0	0.00%	2708.38	2.00%
Ocean View Hills	0	0.00%	4,333.40	3.20%	0	0.00%	4,333.40	3.20%
YMCA of San Diego County	6770.95	5.00%	6,500.11	4.80%	115,106.06	85.00%	128,377.12	94.80%
Total Costs Retained	6,770.95	5.00%	13,541.89	10.00%	115,106.06	85.00%	135,418.90	100.00%
AM ADA	11.52	AM Award Amount:	\$11,329.50		AM Supplemental Award Amount		N/A	
PM ADA	84.17	PM Award Amount:	\$124,089.40		PM Supplemental Award Amount		N/A	
Total		Total Award	\$135,418.90					

**YMCA of San Diego County Sub-Contractor Agreement
Attachment A: San Ysidro School District ELP Grant Funds 2017-18 Amended**

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	\$0.00	0.00%	\$19,362.45	2.00%	\$0.00	0.00%	\$19,362.45	2.00%
San Ysidro School District	\$0.00	0.00%	\$30,979.92	3.20%	\$0.00	0.00%	\$30,979.92	3.20%
YMCA of San Diego County	\$48,406.12	5.00%	\$46,469.88	4.80%	\$822,904.06	85.00%	\$917,780.06	94.80%
Total Costs Retained	\$48,406.12	5.00%	\$96,812.25	10.00%	\$822,904.06	85.00%	\$968,122.43	100.00%
	ASES/21st CCLC	AM Award Amount:	\$128,198.87		AM Supplemental Award Amount		N/A	
	ASES/21st CCLC	PM Award Amount:	\$839,923.56		PM Supplemental Award Amount		N/A	
	ASES/21st CCLC	Total Award Amounts:	\$968,122.43					

YMCA of San Diego County Sub-Contractor Agreement
 Attachment B-San Ysidro Local Funds 2017-18-Amended

Organization Name	Indirect Costs		Direct Administrative Costs Retained		Direct Service Costs Retained		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	\$0.00	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
San Ysidro School District	\$0.00	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
YMCA of San Diego County	\$30,979.92	3.20%	0.00	0.00%	0.00	0.00%	\$30,979.92	3.20%
Total Costs Retained	\$30,979.92	3.20%	0.00	0.00%	0.00	0.00%	30,979.92	3.20%
Local Funds	\$30,979.92	AM Award Amount:	N/A	AM Supplemental Award Amount	N/A	PM Supplemental Award Amount	N/A	N/A
B.9		PM Award Amount:	N/A					N/A

**YMCA of San Diego County
San Ysidro Middle School ELP 2017-18 Attachment E-Amended**

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0.00	0.00%	\$1,601.61	2.00%	0	0.00%	\$ 1,601.61	2.00%
San Ysidro Middle School	0.00	0.00%	\$2,562.59	3.20%	0	0.00%	\$ 2,562.59	3.20%
YMCA of San Diego County	\$4,004.03	5.00%	\$3,843.87	4.80%	\$68,068.54	85.00%	\$ 75,916.44	94.80%
Total Costs Retained	\$4,004.03	5.00%	\$8,008.07	10.00%	\$68,068.54	85.00%	\$80,080.64	100.00%
AM ADA	29.6	AM ASES Award Amount:	\$11,800.95	PM ADA 21st CCLC	20			
PM ADA	12	PM ASES Award Amount:	\$41,279.69	PM 21st CCLC Award Amount	\$27,000			
Total Award			\$80,080.64					

**YMCA of San Diego County
Smythe ELP 2017-18 Attachment F-Amended**

Organization Name	Indirect Costs/ Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0.00	0.00%	\$2,427.36	2.00%	\$0.00	0.00%	\$2,427.36	2.00%
Smythe	0.00	0.00%	\$3,883.78	3.20%	\$0.00	0.00%	\$3,883.78	3.20%
YMCA of San Diego County	\$ 6,068.41	5.00%	\$5,825.70	4.80%	\$103,162.97	85.00%	\$115,057.07	94.80%
Total Costs Retained	\$6,068.41	5.00%	\$12,136.84	10.00%	\$103,162.97	85.00%	\$121,368.21	100.00%
AM ADA	19.55	AM Award Amount:	\$19,213.74		AM Supplemental Award Amount		N/A	
PM ADA	69.29	PM Award Amount:	\$102,154.47		PM Supplemental Award Amount		N/A	
		Total Award	\$121,368.21					

**YMCA of San Diego County
Sunset ELP 2017-18 Attachment G-Amended**

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	\$3,028.68	2.00%	\$0.00	0.00%	\$3,028.68	2.00%
Sunset	0	0.00%	\$4,845.89	3.20%	\$0.00	0.00%	\$4,845.89	3.20%
YMCA of San Diego County	\$7,571.70	5.00%	\$7,268.83	4.80%	\$128,718.84	85.00%	\$143,559.37	94.80%
Total Costs Retained	\$7,571.70	5.00%	\$15,143.40	10.00%	\$128,718.84	85.00%	\$151,433.94	100.00%
AM ADA	29.08	AM Award Amount:	\$28,583.94		AM Supplemental Award Amount			N/A
PM ADA	83.33	PM Award Amount:	\$122,850.00		PM Supplemental Award Amount			N/A
		Total Award	\$151,433.94					

**YMCA of San Diego County
Vista Del Mar ELP 2017-18 Attachment H-Amended**

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	\$0.00	0.00%	\$2,683.59	2.00%	\$0.00	0.00%	\$2,683.59	2.00%
Vista Del Mar	\$0.00	0.00%	\$4,293.74	3.20%	\$0.00	0.00%	\$4,293.74	3.20%
YMCA of San Diego County	\$6,708.98	5.00%	\$6,440.62	4.80%	\$114,052.57	85.00%	\$127,202.17	94.80%
Total Costs Retained	\$6,708.98	5.00%	\$13,417.95	10.00%	\$114,052.57	85.00%	\$134,179.50	100.00%
AM ADA	11.52	AM Award Amount:	\$11,329.50		AM Supplemental Award Amount			N/A
PM ADA	83.33	PM Award Amount:	\$122,850.00		PM Supplemental Award Amount			N/A
Total		Total Award	\$134,179.50					

**YMCA of San Diego County
Vista Del Mar ELP 2017-18 Attachment H-Amended**

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	\$0.00	0.00%	\$2,683.59	2.00%	\$0.00	0.00%	\$2,683.59	2.00%
Vista Del Mar	\$0.00	0.00%	\$4,293.74	3.20%	\$0.00	0.00%	\$4,293.74	3.20%
YMCA of San Diego County	\$6,708.98	5.00%	\$6,440.62	4.80%	\$114,052.57	85.00%	\$127,202.17	94.80%
Total Costs Retained	\$6,708.98	5.00%	\$13,417.95	10.00%	\$114,052.57	85.00%	\$134,179.50	100.00%
AM ADA	11.52	AM Award Amount:	\$11,329.50		AM Supplemental Award Amount		N/A	
PM ADA	83.33	PM Award Amount:	\$122,850.00		PM Supplemental Award Amount		N/A	
Total		Total Award	\$134,179.50					

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM:
Administration
Mary L. Willis, Ed.D.,
Interim Superintendent

INITIAL: MLW
 Informational
 Action

AGENDA ITEM: REVISED AGREEMENT WITH CONSULTANT JIM HUGE FOR BOARD GOVERNANCE WORKSHOP

BACKGROUND INFORMATION:

Jim Huge has served as a consultant to schools, educational institutions, large corporations, small businesses, and professional and trade associations in all fifty states, Canada, Europe, Asia, Africa, South America, and the Middle East. During that time, Mr. Huge gained international recognition for his skill in the areas of organizational analysis and design, executive selection and coaching, improving student achievement, conflict management, communication, interpersonal relations, organizational development, client/customer relations and service.

Jim Huge met one-on-one with the Interim Superintendent and each Board Member the day preceding the workshop and facilitated the Board Governance Workshop on Thursday, January 18, 2018.

He will provide follow-up to assist with the implementation of decisions made by the Board at the workshop.

On January 25, 2018, the Board approved the Agreement with consultant Jim Huge at a cost not to exceed \$3,250.00 (\$2,500 for the Board Governance Workshop and \$750 for Hotel/Airfare/Expenses). The actual Hotel/Airfare/Expenses were \$1,549.17 which is a difference of \$799.17.

RECOMMENDATION:

Approve/Ratify the revised Agreement with consultant Jim Huge for the Board Governance Workshop to include the additional amount of \$799.17 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal #1: Student Achievement

<input type="checkbox"/> Renewal <input type="checkbox"/> New <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u>MLW</u>
Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
\$4,049.17 (Amount)	General Fund (Name of funding source and/or location)	-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis
Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Jim Huge
2779 Shadow Dancer Trail
Reno, NV 89511

INVOICE

February 7, 2018

Mary Willis
San Ysidro School District

Services performed January 17 and 18, 2018: Preparation for and facilitation of School Board/Superintendent work session, meeting with School Board members and Superintendent in advance of session, and follow-up afterwards.

Professional Fee \$ 2,500.00

Expenses

Airfare	278.60
Hotel, parking and meals*	909.43
Additional meals *	39.54
Car rental	276.76
Airport parking	28.00
Gas	<u>16.84</u>

Expenses Total 1,549.17

*I have excluded my wife's meals from this invoice.

INVOICE TOTAL \$ 4,049.17

Thank you.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Business Services and District Operations
Peter Wong, Interim Chief Business Official

INITIAL:

 Informational
 Action

AGENDA ITEM: FOURTH PROJECT AGREEMENT BETWEEN SAN YSIDRO SCHOOL DISTRICT AND K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) – FACILITY SERVICES CONSULTING

BACKGROUND INFORMATION:

The K-12 Public Schools and Community Colleges Facility Authority (FACJPA) is established to assist smaller school districts that lack the internal capacity to manage large construction projects. The impending portable classroom projects at Ocean View Hills and Vista Del Mar Schools were qualified as large construction projects and we don't have the personnel and the expertise internally to manage the whole project successfully.

The proposed facility services consulting agreement with FACJPA includes architectural drawing review, site visits, facilitate Request for Qualification/Proposal process, bidding services and any other construction related services. The hourly rate for the services is \$110.00 with a total not to exceed \$25,000.00, or less than 2.5% of the total project costs.

RECOMMENDATION:

Approve the Fourth Project Agreement with K-12 Public Schools and Community Colleges Facility Authority (FACJPA) in conjunction with the portable classroom projects at Ocean View Hills and Vista Del Mar Schools with a total not to exceed \$25,000.00.

LCAP GOAL AND ACTION/SERVICE:

Goal #2: Safety, Climate and Student Engagement
Action 2.1 Maintain basic operating services of the district

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: 
Financial Implications?	Are funds for this item available in the 2017-2018 Budget?		Requisition #		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Not to exceed \$25,000.00 (Amount)	Capital Facilities Fund (Name of funding source and/or location)				

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board



**FOURTH PROJECT AGREEMENT BETWEEN
SAN YSIDRO SCHOOL DISTRICT (SYSD)
AND THE
K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY
AUTHORITY (FACJPA)
Facility Services Consulting**

This FOURTH PROJECT AGREEMENT (“Project Agreement”) by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (“FACJPA” or “AUTHORITY”), AND SAN YSIDRO SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“SYSD” or “DISTRICT”) is made as of the final dated signature to this document. AUTHORITY and DISTRICT are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, DISTRICT became a member of the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) upon approval by DISTRICT's governing board (“Board”) in December, 2012, (“AUTHORITY Agreement”); and

WHEREAS, DISTRICT desires to contract with AUTHORITY for services to assist the DISTRICT with project management and procurement support services as needed for the District’s proposed addition of portable buildings at two (2) sites; and

WHEREAS, this Agreement authorizes the AUTHORITY, acting through its Agent, the San Diego County Superintendent of Schools (“SDCSS”), to provide professional services to assist the DISTRICT with the many tasks associated with the implementation of the addition of portable buildings at two (2) sites, the (“Project”); and

WHEREAS, this Agreement between the DISTRICT and the AUTHORITY will provide project management support, technical services, procurement support services, as may be requested during the duration of the Project; and

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this FOURTH PROJECT AGREEMENT and agree as follows:



- A. The Parties acknowledge that this FOURTH PROJECT AGREEMENT sets forth the terms of the management and facilitation work to be completed during the term of this Agreement. The Parties acknowledge that the DISTRICT hereby exercises its discretion to retain the AUTHORITY for the support of its portable classroom project.
- B. **Project Description.** The Project is described as professional services and District staff support to assist the DISTRICT with the many tasks associated with the implementation of the addition of portable buildings at two (2) sites. Services include assisting DISTRICT with project management, contracting and procurement support, plan review, schedule support, and board action support. Services may include providing template procurement documents for DISTRICT consideration and modification as well as other facilities support and advice for DISTRICT staff.
- C. **Scope of Work.**
1. **Summary.** AUTHORITY shall provide professional facility related advice, support and guidance to DISTRICT staff as required throughout the Project. Support will be tailored to the needs of the particular DISTRICT personnel assigned.
 2. **Services.** Under the terms of this FOURTH Project Agreement, AUTHORITY shall provide the following services on an as-required basis according to the needs of the Project:
 - a) **Professional and Construction Service Procurement Services.** AUTHORITY shall provide procurement and contracting support for all required professional and construction service providers by assisting the work of DISTRICT personnel to identify, procure, negotiate and contract for professional service providers such as testing labs, inspectors (both in plant and on site), contractors, and others as may be needed to deliver the Project. Services provided shall support the DISTRICT to comply with all applicable laws, including the Education Code and Public Contract Code.
 - b) **Project Management Support.** AUTHORITY shall provide DISTRICT with project management support services related to the Project. Project management support activities may include but not be limited to:
 - support the DISTRICT's hiring and management of consultants and/or contractors required to deliver the project;
 - attend meeting(s) with consultants and/or contractors and provide input;
 - review all Project documents and providing comments to consultant and/or contractors.Project Management services exclude responsibility for providing direction of architects, contractors, or other consultants on behalf of DISTRICT unless specifically directed to do so by DISTRICT in writing.



D. **Schedule**

1. AUTHORITY shall begin support to the Project immediately upon receipt of the fully executed Agreement.

- E. **Fees**. The maximum cost of this contract shall not exceed \$25,000 without prior written amendment. Services are anticipated to average four (4) hours per week and shall be performed under the direction of the Assistant Superintendent of Business.

Task	Deliverable	Fee
Site Visits, 2 sites, and Plancheck	Plancheck comments	Lump Sum, both sites included \$1,200.00
Request for Qualification / Proposal (RFQ/P) Development Support	RFQ/P scope, selection method, and document markup	Lump Sum per Each \$500.00
SOQ Review & Comment	Written comments of RFQ/P exceptions and items of note	Lump Sum per Each \$220.00
Hourly Services	TBD	Per Hour \$110.00

Deliverables shall be electronic. Mileage is included in hourly/lump sums. No reimbursables shall be charged. Deliverable items provided may include, but not be limited to: sample advertisements, sample contracts, sample RFQ/P's and the like. Use of these documents is at the sole discretion of the DISTRICT and the DISTRICTS's legal counsel. Services do not include legal counsel, legal reviews, or in any way guarantee the legality and form. It is recommended that DISTRICT use legal counsel to review and advise them on any and all provided advice or documents.

- A. **Billing**. AUTHORITY shall invoice periodically throughout the Project. Invoices shall provide detail directly related to the "Fees" section of this Project Agreement. Payment is due within thirty (30) days of receipt of invoice.

B. **District Responsibilities**.

1. DISTRICT will provide a consistent point of contact for management of this Project Agreement and designate an appropriate DISTRICT representative for decision making on the Project.



2. DISTRICT will provide reasonable and timely notice of required tasks and meetings to allow AUTHORITY to provide quality service in a timely manner.

C. Term of Agreement and Termination.

This Project Agreement shall expire when services are complete, or no later than three (3) years from the final signature hereto, and may be extended by mutual agreement via a written amendment to this Project Agreement. This Project Agreement may be terminated by either party with thirty (30) days advance notice. Upon termination, AUTHORITY shall provide a final invoice for services rendered within thirty (30) days of such notice.

D. Miscellaneous.

1. This Project Agreement shall only be effective upon execution by both the AUTHORITY and DISTRICT.
2. This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. If any provision of this Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue shall be San Diego County.
5. Each Party declares that prior to the execution of this Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding the Project Agreement.
6. This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties.

Balance of this page intentionally left blank.



IN WITNESS WHEREOF, EACH PARTY HAS EXECUTED THIS TWELFTH PROJECT AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

<p>DATE: _____</p> <p><u>SCHOOL DISTRICT:</u> <u>SAN YSIDRO SCHOOL DISTRICT</u></p> <p>BY: _____ (Signature)</p> <p>Mary Willis Interim Superintendent 4350 Otay Mesa Rd., San Ysidro, CA 92173</p>	<p>DATE: _____</p> <p><u>AUTHORITY</u> <u>FACJPA AGENCY: SAN DIEGO COUNTY</u> <u>SUPERINTENDENT OF SCHOOLS</u></p> <p>BY: _____ (Signature)</p> <p>Paul Gothold, E.d.D San Diego County Superintendent of Schools 6401 Linda Vista Rd., Rm 509 San Diego, CA 92111</p>
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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent

FROM: Business Services
Peter Wong, Interim Chief Business Official

INITIAL: pw

Informational
 Action

AGENDA ITEM: AMENDMENT TO BLUE COAST CONSULTING SERVICES FOR DSA
CLOSE OUT SERVICES FOR SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:

The District entered an agreement previously with Blue Coast Consulting for the Division of State Architect (DSA) close out services related to the San Ysidro Middle School Multi-Cultural Complex Building construction project. Any school construction projects without DSA close out certification would prevent any future construction projects at the site. The close out process is almost completed but the estimated cost in the original agreement was understated by \$4,155.00. The administration is requesting approval to amend the Blue Coast Consulting service contract by increasing the contract amount by \$4,155.00.

RECOMMENDATION:

Approve the amendment of the Blue Coast Consulting service contract to increase the DSA close out services cost by \$4,155.00.

LCAP GOAL AND ACTION/SERVICE:

Action 2.1 Maintain basic operating services of the district

Renewal New Amendment Ratify Other

Business Services Reviewed: pw

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

Yes No

\$4,155.00 (Amount)

Unrestricted General Fund (Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board



BLUE COAST CONSULTING

CONSTRUCTION • CONSULTING • INSPECTION

February 21, 2018

San Ysidro School District
Attn: Mary Willis
4350 Otay Mesa Road
San Ysidro, CA 92173

Subject: Amendment-2 for DSA Close Out Services for San Ysidro Middle School DSA #04-100762

Dear Ms. Willis,

Blue Coast Consulting is submitting this Amendment-2 in the amount of \$4,155.00.

To date through February 21, 2018 our contract billing is at 58% of our total contract amount. DSA Certification services will need to be adjusted for generating final documentation for DSA certification of the project. Blue Coast Consulting is submitting this proposed Amendment-2 in the amount of \$4,155.00 to the District for your approval.

Amendment-2 Cost Breakdown:

Final cost for Close Out Specialist Services =	\$3,960.00
Final cost for Project Inspector Close Out Services =	\$1,235.00
Final cost for Architect of Record Close Out Services =	\$10,200.00
Reimbursement cost for DSA Certification Re-Open Fee =	<u>+\$500.00</u>
	\$15,895.00
Amount remaining on the Contract as of 2/21/18 =	<u>-\$11,740.00</u>
Amendment-2 Proposed Amount	\$4,155.00

Once we receive approval for this proposed Amendment-2 we can finalize documentation to complete all DSA requirements for this project to obtain certification.

Respectfully,

Erica Blanco
Erica Blanco
Operations Manager

Digitally signed by Erica Blanco
Date: 2018.02.21 16:33:06 -08'00'

12B.12

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** March 8, 2018

VIA: Mary L. Willis, Ed.D. **FROM:** **INITIAL:** MLW
Interim Superintendent Business Services and District Operations Informational
Mary L. Willis, Ed.D., Interim Superintendent Action

AGENDA ITEM: AUTHORIZATION TO AWARD, BID # 180008807 FOR INTERNET ACCESS AND/OR TELECOMMUNICATIONS FOR E-RATE FUNDING YEAR 18

BACKGROUND INFORMATION:

The Board authorized staff to submit applications to the School and Library Corporation to participate in E-Rate Funding and go out to bid for internet access and/or telecommunications services. If the District’s application is approved, the District will be eligible for up to 10% discount rate on the portion that is E-Rate eligible (\$13,099.22 per year) with an estimated total E-Rate savings of \$1,309 per year. This is the last year cellular service will be E-Rate eligible. If the application is not approved, the District has the right to rescind the approval of these bids.

Public Contract Code section 20118.1 which provides as follows:

“The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate.”

The bid was advertised for cellular services and two vendors responded to Bid # 180008807 for internet access and/or telecommunications for E-Rate Funding Year 18. Sprint was the lowest bidder. The District currently uses Sprint as their cell phone provider which has been reliable, cost effective and won’t require additional training. The District would like to retain Sprint for the District’s cellular needs:

Cellular Vendor	Lines	Amount	
		Monthly	Annual
Sprint	69	\$3,324.60	\$39,895.18
AT&T	69	\$3,595.96	\$43,151.52

RECOMMENDATION:

Approve authorization to award Bid # 180008807 Internet Access and/or Telecommunications for E-rate Funding Year 18 to Sprint for fiscal year 2018-2019.

LCAP GOAL AND ACTION/SERVICE:

Goal #2: Student Achievement

Renewal **New** **Amendment** **Ratify** **Other** **Business Services Reviewed:** MLW

Financial Implications? Are funds for this item available in the 2017-2018 Budget? Requisition #

Yes No 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:

Mary L. Willis
Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent **FROM:** Human Resources
Daniel Zummo, Executive Director

INITIALS MSW
 Informational
 Action

AGENDA ITEM: AMENDMENT TO AGREEMENT WITH MAXIM STAFFING SOLUTIONS

BACKGROUND INFORMATION:

Throughout the District, students who require doctor-approved specialized medical treatments during the course of the school day are seen by Licensed Vocational Nurses (LVN) and a District Nurse to oversee the medical treatments of these students. In the event that one of the LVNs and/or the District Nurse is absent, it is of vital importance that the District be prepared to find coverage for these employees.

Maxim Staffing Solutions operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to facilities. The District is in need of providing coverage for Special Education and Resource Specialist Teachers. Maxim Staffing Solutions amended the contract that was Board approved on July 13, 2017 to include these coverage services on an "as needed" basis. The Amendment Agreement will also include mileage reimbursement between sites at the IRS rate.

RECOMMENDATION:

Approve/Ratify the Amendment to the Agreement with Maxim Healthcare Services doing business as Maxim Staffing Solutions for special education staffing services on an "as needed" basis effective February 27, 2018.

LCAP GOAL AND ACTION/SERVICE:

Goal #1: Student Achievement

<input type="checkbox"/> Renewal <input type="checkbox"/> New <input checked="" type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u>MSW</u>
Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
Rates per Agreement (Amount)	Special Education & General Fund (Name of funding source and/or location)	-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Mary L. Willis
 Mary L. Willis, Ed.D., Interim Superintendent
 Secretary to the Board



AGREEMENT AMENDMENT

This Amendment (hereinafter "Amendment") to the San_Ysidro_School_Dist_2017_2018_FSA_2017_06_14 (hereinafter "Agreement") is entered into this 27th day of February, 2018, by and between **San Ysidro School District** located at 4350 Otay Mesa Rd. San Ysidro, CA 92173, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 5030 Camino De La Siesta Ste 405 San Diego, CA 92108, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY and MAXIM entered into the Agreement, with an effective date of June 14th, 2017.

WHEREAS, FACILITY and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to amend the Agreement to reflect the following terms and conditions.

The following rates shall be applicable as of the Effective Date listed below:

Service	Rate
Special Education Teacher	\$65
Resource Specialist Teacher	\$65
Mileage (Between sites)	IRS Rate

The terms and conditions of this Amendment are effective as of 2/27/18. All other terms and conditions will remain unchanged as stated in the Agreement.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SAN YSIDRO SCHOOL DISTRICT:

MAXIM HEALTHCARE SERVICES, INC.
D/B/A MAXIM STAFFING SOLUTIONS

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

EXHIBIT A
Contract Amendment 4
Scope of Services

This scope of services addresses two main tasks, as described in detail below: (1) continuation of the Michael Baker International (“Baker”) professional services described in Contract Amendment 2 (authorized by SYSD on June 14, 2017) that are still necessary to obtain agency approvals of the documents required to establish and commence the Perpetual Management Phases for both the Offsite Preserve¹ and Onsite Preserve²; and (2) continuation of monthly maintenance at the Offsite Preserve.

The “Implementing” documents that are required to initiate the Perpetual Management Phase for both the Preserves include a Habitat Management Plan (HMP), Conservation Easement (CE), and Estimate for Long-term Management (ELM). The City will be responsible for the perpetual management tasks identified in these documents for the Offsite Preserve. The San Diego Habitat Conservancy (SDHC) is the management entity for the Onsite Preserve³. Pursuant to our original contract, a draft HMP and ELM have been drafted for the Offsite Preserve; and a draft HMP, CE and ELM have been drafted for the Onsite Preserve. These documents are now in the process of being updated and finalized per Contract Amendment 3.

Task 1 **Obtain Agency Approvals of Perpetual Management Documents**

The Baker Project Manager will continue to manage completion of the tasks list below, and as identified in the scope of work for Contract Amendment 3, for which additional funds are needed due to the time delay in completing these tasks⁴:

- Schedule/attend up to six additional meetings with agency staff, as well as phone conferences and associated reporting.
- Continue agency coordination and permit compliance assistance to SYSD, including interpretation and clarification of applicable regulatory agency permit conditions and CEQA MMRP measures.

¹ Vernal pool mitigation site within the City’s Otay Mesa Vernal Pool Preserve, as mitigation for the loss of vernal pools and federally-endangered San Diego fairy shrimp due to recent construction of Vista Del Mar Elementary School, and authorized in permits issued by U.S. Army Corps of Engineers (Corps), U.S. Fish & Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB), and as required in the CEQA Mitigation Monitoring and Reporting Program (MMRP) per the project’s Final EIR adopted by the City. The regulatory agency permits for this mitigation requirement involve a federal Clean Water Act (CWA) Section 404 Individual Permit issued by the Corps, a Biological Opinion (BO) issued by the USFWS under Section 7 of the federal Endangered Species Act (ESA), and a CWA Section 401 Water Quality Certification issued by the RWQCB. With acceptance (“sign-off”) of this mitigation site by the agencies in 2017, the Perpetual Management Phase for the Offsite Preserve has been initiated.

² The above-listed regulatory agency permits/authorizations and the CEQA MMRP require the establishment and setting aside of an approximate 5-acre open space preserve encompassing a natural canyon within SYSD ownership, adjacent to the north side of the new Vista Del Mar Elementary School, as mitigation for impacts to sensitive coastal sage scrub habitat used by the federally-threatened coastal California gnatcatcher.

³ Any repair of erosion or slope failures of the engineered fill for the landscaped manufactured slopes associated with the Del Sol Boulevard Extension along the south edge of the Preserve will be the responsibility of SYSD.

⁴ In Contract Amendment 3, it was assumed these tasks would be completed by the end of 2017.

- Obtain agency approvals for the following documents, and sign-off on permit conditions and CEQA MMRP measures:
 - Based on the Amended CE for the City's West Otay Mesa Vernal Pool Preserve, update the draft HMP for Offsite Preserve to provide directives for management in perpetuity by the City, including practices consistent with the SANDAG San Diego Monitoring and Management Program (SDMMP) Management Strategic Plan (MSP). Long-term management measures will be consistent with City's management practices, policies and procedures.
 - Update the draft ELM for Offsite Preserve including: (1) administration and overhead costs, and total cost estimate for the City to fulfill the obligations of the HMP; (2) conditions of approval in the regulatory agency permits/authorizations and the CEQA MMRP; (3) Multiple Species Conservation Program (MSCP) preserve management measures consistent with City practices, policies, and procedures; (4) appropriate job positions and billing rates; and (5) rate of return⁵.
 - Based on recent City/USFWS resolution that a planned segment of the City's regional trail system is outside the Onsite Preserve, update the draft HMP/CE (pursuant to USFWS and SYSD agreements) and prepare an Operating Agreement (OA) for Onsite Preserve.
 - Based on a site visit completed by SDHC to review existing conditions, adjacent land uses, and current activities, update the draft ELM for Onsite Preserve including: (1) administration and overhead costs, and total cost estimate for SDHC to fulfill the obligations of the HMP; (2) conditions of approval in the regulatory agency permits/authorizations and the CEQA MMRP (3) accepted preserve management measures consistent with industry-standard practices, policies, and procedures; (4) appropriate job positions and billing rates; and (5) rate of return⁶.

Task 2 **Continue Monthly Maintenance: Offsite Preserve**

D&D Habitat Restoration, Inc. will need to continue monthly maintenance at the Offsite Preserve (as requested by the Corps until approval/recordation of the perpetual management documents), and as identified in the scope of work for Contract Amendment 3, for which additional funds are needed due to the time delay in completing Task 2 above⁴. For purposes of this scope, these services are assumed to be needed for up to another 7 months, with only the months of actual maintenance work to be invoiced to Client.

Additional Services Beyond the Assumed Timeframe for Process Completion

This scope assumes that the approval process for the above-described perpetual management documents, leading to the issuance of a final endowment fund payment by SYSD, will take up to 7 months. However, there is no absolute assurance that this process will be completed within that timeframe because the agencies' review and approval process is beyond our control. For example, this process could extend beyond 7 months due to delays resulting from the agencies' review and approval of the documents. In recognition of this, the Baker Project Manager will request that the agencies release SYSD from their monthly maintenance obligations at the Offsite

⁵ The City manages their own endowments and, therefore, applies a different rate of return than other endowment managers such as the San Diego Foundation.

⁶ Assumes the endowment fund will be held by The San Diego Foundation utilizing a capitalization rate of 4.25%. SDHC will receive and hold the Initial and Capital costs and the Emergency & Legal Defense Fund (equivalent to 4% of the endowment value).

Preserve if the process extends beyond 7 months due to delays resulting from the agencies' review and approval of the documents. Therefore, it is assumed that Baker and subconsultants will not be obligated to perform any additional services beyond the scope/fees described herein and in the authorized Contract Amendment 3.

Additional Assumptions/Exclusions

1. Client shall provide all available deed information for the Onsite Preserve including, but not limited to: a) Preliminary Title Report (excluding all other adjoining property proposed for development/site improvements) with plots of all easements (color-coded) and exceptions; and b) most current Property Tax Bill (to determine if any districts encumber the property).
2. Excludes protocol surveys for special-status species and associated reporting.
3. Excludes preparation of environmental technical studies and CEQA documents.
4. Excludes any agency fees or deposits.

Exhibit A
Client's Initials _____

**EXHIBIT B
Contract Amendment 4
Fee Estimate**

Baker will accomplish the scope of services in Exhibit A for the following not-to-exceed fees:

Task 1	Obtain Agency Approvals of Perpetual Management Docs.....	13,200
Task 2	Continue Monthly Maintenance: Offsite Preserve	<u>4,000</u>
	Subtotal	\$17,200
	Expenses	\$1,000
	Total	\$18,200

Payment Provisions

Client agrees to compensate Baker for the services in Exhibit A within 30 days of receipt of Baker invoices. Progress invoices will be forwarded to Client on a monthly basis, and will include fees earned for the billing period plus the cost of reimbursable expenses (e.g., reproduction, mileage, delivery) plus 10%.

Work will commence upon receipt of an initialed copy of these Exhibits by the Client for Contract Amendment 4.

Exhibit B
Client's Initials _____

INJURY & ILLNESS PREVENTION PROGRAM

FOR

SAN YSIDRO SCHOOL DISTRICT

MARCH 2018

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 FACILITY SAFETY INSPECTION CHECKLIST

INTRODUCTION

In order to maintain a safe and healthful work environment the San Ysidro School District has developed this Injury & Illness Prevention Program for all employees to follow. This document describes the goals, statutory authority, and the responsibilities of all employees under the Program. It addresses Compliance, Hazard Identification, Accident Investigation, Hazard Mitigation, Training, Hazard Communication, and Program Documentation. By making employee safety a high priority for every employee we can reduce injuries and illnesses, increase productivity, and promote a safer and healthier environment for all individuals at San Ysidro School District.

GOALS

Diligent implementation of this program will reap many benefits for San Ysidro School District. Most notably it will:

1. Protect the health and safety of employees. Decrease the potential risk of disease, illness, injury, and harmful exposures to district personnel.
2. Reduce workers' compensation claims and costs.
3. Improve efficiency by reducing the time spent replacing or reassigning injured employees, as well as reduce the need to find and train replacement employees.
4. Improve employee morale and efficiency as employees see that their safety is important to management.
5. Minimize the potential for penalties assessed by various enforcement agencies by maintaining compliance with Health and Safety Codes.

STATUTORY AUTHORITY

- ◆ California Labor Code Section 6401.7.
- ◆ California Code of Regulations Title 8, Sections 1509 and 3203.

RESPONSIBILITY

The ultimate responsibility for establishing and maintaining effective environmental health and safety policies specific to district facilities and operations rests with **Risk Management**. General policies, which govern the activities and responsibilities of the Injury & Illness Prevention Program, are established under **Risk Management** final authority.

It is the responsibility of **Site Administrators Supervisors and Managers** to develop procedures, which ensure effective compliance with the Injury & Illness Prevention Program, as well as other health and safety policies related to operations under their control.

Site Administrators, Supervisors and Managers, are responsible for enforcement of this Program among the employees under their direction by carrying out the various duties outlined herein, setting acceptable safety policies and procedures for each employee to follow and ensuring that employees receive the general safety training. Each Site Administrator, Supervisor, and Manager must also ensure that appropriate job specific safety training is received, and that safety responsibilities are clearly outlined in the job descriptions, which govern the employees under their direction. Supervising others also carries the responsibility for knowing how to safely accomplish the tasks assigned each employee, for purchasing appropriate personal protective equipment, and for evaluating employee compliance.

Immediate responsibility for workplace health and safety rests with each individual employee. Employees are responsible for following the established work procedures and safety guidelines in their area, as well as those identified in this Program. Employees are also responsible for using the personal protective equipment issued to protect them from identified hazards, and for reporting any unsafe conditions to their supervisors.

The Risk Management Department is responsible for developing and managing this Injury & Illness Prevention Program.

COMPLIANCE

Compliance with this Injury & Illness Prevention Program will be achieved in the following manner:

1. School Site Administrators, Supervisors, and Managers will set positive examples for working safely and require that all staff under their direction work safely.
2. Site Administrators, Supervisors, and Managers will use all disciplinary procedures available to them to ensure that employees follow established safety policies and procedures. Performance evaluations, verbal counseling, written warnings, and other forms of disciplinary action are available.
3. Site Administrators, Supervisors, and Managers will identify the resources necessary to provide a safe work environment for their employees and include them in budget requests.
4. Site Administrators, Supervisors, and Managers will establish appropriate means of recognition for employees who demonstrate safe work practices.

San Ysidro School District has developed this comprehensive Injury & Illness Prevention Program to enhance the health and safety of its employees.

HAZARD IDENTIFICATION

A health and safety inspection program is essential in order to reduce unsafe conditions, which may expose employees to incidents that could result in personal injuries or property damage. It is the responsibility of **Director of Facilities and or School Site Principals** to ensure that appropriate, systematic safety inspections are conducted periodically.

Scheduled Safety Inspections

Upon initial implementation of this Program inspections of all work areas will be conducted. All inspections will be documented using the attached forms (or equivalent) with appropriate abatement of any hazards detected.

Thereafter, safety inspections will be conducted at the frequency described below:

1. Annual inspections of all office areas will be conducted to detect and eliminate any hazardous conditions that may exist.
2. Semi-annual inspections of all potentially hazardous areas (shops, cafeterias, warehouses, gymnasiums, sheds, etc.) will be conducted to detect and eliminate any hazardous conditions that may exist.

Unscheduled Safety Inspections

1. Additional safety inspections will be conducted whenever new equipment or changes in procedures are introduced into the workplace that presents new hazards.
2. **Site Administrator** will conduct periodic unscheduled safety inspections of all potentially hazardous areas to assist in the maintenance of a safe and healthful workplace.
3. Safety reviews will be conducted when occupational accidents occur to identify and correct hazards that may have contributed to the accident.

ACCIDENT INVESTIGATIONS

Superintendents, Site Administrators, Supervisors, and Managers will investigate all accidents, injuries, occupational illnesses, and near-miss incidents to identify the root cause. Appropriate repairs or procedural changes will be implemented promptly to correct the hazards implicated in these events.

To ensure timely accounting for Workers' Compensation procedures, both employee and supervisor must complete their respective portions on the Report of Employee Injury (DWC-1) and Supervisor Report Form available at the **District Office or school site**.

HAZARD CORRECTION

All hazards identified will be promptly investigated and alternate procedures implemented as indicated. The District recognizes that hazards range from imminent dangers to hazards of relatively low risk. Corrective actions or plans, including suitable timetables for completion, are the responsibility of the Site Administrator or Superintendent.

TRAINING

Effective dissemination of safety information lies at the very heart of a successful Injury & Illness Prevention Program. All employees must be trained in general safe work practices. In addition, specific instruction with respect to hazards unique to each employee's job assignment will be provided.

General Safe Work Practices

At a minimum, all employees will be trained in the following:

1. Fire Safety, Evacuation, and Emergency Procedures
2. Hazard Communication (Use of Material Safety Data Sheets)
3. Bloodborne Pathogens
4. Injury & Illness Prevention Program

Specific Safe Work Practices

In addition to this general training, each employee will be instructed how to protect themselves from the hazards specific to their individual job duties. At a minimum this entails how to use workplace equipment, safe handling of hazardous materials and use of personal protective equipment. Training must be completed before beginning to work on assigned equipment, and whenever new hazards or changes in procedures are implemented.

The **Risk Management Department** is responsible for providing Site Administrators, Supervisors, and Managers with the training necessary to familiarize themselves with the safety and health hazards their employees are exposed to.

It is the responsibility of each **Site Administrator, Supervisor, and Manager** to know the hazards related to his/her employee's job tasks, and ensure they receive appropriate training.

1. **Supervisors** will ensure that all employees receive general and job-specific training prior to initial or new job assignments.
2. **Supervisors** will ensure that employees are trained whenever new substances, processes, procedures or equipment are introduced to the workplace which may create new hazards. Training must also be given when new or previously unrecognized hazards are brought to a supervisor's attention.
3. All training will be documented and kept in employee files. The attached Employee Training Checklist Form (or equivalent) will be used for this purpose.

COMMUNICATION

Effective two-way communication, which involves employee input on matters of workplace safety, is essential to maintaining an effective Injury & Illness Prevention Program. To foster better safety communication the following guidelines will be implemented:

The department will use an Employee Bulletin Board for posting information on safety in a location accessible to all employees. Changes in protocol, safety bulletins, accident statistics, training announcements, and other safety information will be posted, as they become available.

Site Administrators, Managers, and Supervisors will provide time at periodic staff meetings to discuss safety topics. Status reports will be given on safety inspections, hazard correction projects, and accident investigation results, as well as feedback to previous employee suggestions. Employees will be encouraged to participate and give suggestions without fear of reprisal. The attached attendance sheet should be used to document attendance and topics covered. Additional communication methods to be used are:

____x____ Posters ____x____ Meetings _____ Manuals
_____ Newsletters _____ Bulletins ____x____ Warning Labels

Other, please specify:

Employees are encouraged to bring to the District’s attention any potential health or safety hazard that may exist in the work area. The attached Employee Safety Recommendation form (or equivalent) can be used for this purpose. These forms are available in the District Office and at each school site.

Supervisors will follow up all suggestions and investigate the concerns brought up through these communication methods. Feedback to the employees is critical, and must be provided for effective two-way communication.

Compliance will be reinforced by:

Appropriate comments on performance evaluations.

Other, please specify:

Non-compliance will be addressed by:

An immediate discussion between the supervisor and the employee who is discovered working in an unsafe manner.

Appropriate disciplinary action up to dismissal.

Other, please specify:

The District will pursue readily understandable health and safety communications for all affected employees.

DOCUMENTATION

Many standards and regulations of Cal/OSHA contain requirements for the maintenance and retention of records for occupational injuries and illnesses, medical surveillance, exposure monitoring, inspections and other activities relevant to occupational health and safety. To comply with these regulations, as well as to demonstrate that the critical elements of this Injury & Illness Prevention Program are being implemented, the following records will be kept on file in the District Office or school site for at least the length of time indicated below:

1. Copies of all IIPP Safety Inspection Forms. Retain 5 years.
2. Copies of all Accident Investigation Forms. Retain 5 years.
3. Copies of all Employee Training Checklists and related Training Documents. Retain for duration of each individual's employment.
4. Copies of all Safety Meeting Agendas. Retain 5 years.

The District will ensure that these records are kept in their files, and present them to Cal/OSHA or other regulatory agency representatives if requested. A review of these records will be conducted by the Superintendent during routine inspections to measure compliance with the Program.

A safe and healthy workplace must be the goal of everyone at San Ysidro School District, with responsibility shared by management and staff alike. If you have any questions regarding this Injury & Illness Prevention Program, please contact the District Office at 619 428-4476.

APPENDIX A
SUPERVISOR REPORT FORM

SUPERVISOR REPORT OF ACCIDENT

Date of Hire _____

Type or use ball point pen and PRINT, PRESS HARD.

NAME OF INJURED _____ HOME ADDRESS _____	
DATE OF BIRTH _____ HOME TELEPHONE NO. _____	SOCIAL SECURITY NO. _____ SEX: M <input type="checkbox"/> F <input type="checkbox"/>
DISTRICT _____ JOB TITLE _____ FULL TIME <input type="checkbox"/> PART TIME <input type="checkbox"/>	
DATE OF INJURY OR ILLNESS _____	TIME OF DAY _____ a.m. _____ p.m.
WAS EMPLOYEE UNABLE TO WORK? <input type="checkbox"/> Yes, date last worked _____ <input type="checkbox"/> No	
HAS EMPLOYEE RETURNED TO WORK? <input type="checkbox"/> Yes, date returned _____ <input type="checkbox"/> No, still off work	
DID EMPLOYEE DIE? <input type="checkbox"/> Yes, date _____ <input type="checkbox"/> No	
DOES EMPLOYEE HAVE ANOTHER JOB? <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, WHAT IS THE NAME OF THE EMPLOYER? _____	

<p style="text-align: center;">INJURY LOCATION</p> <input type="checkbox"/> ATHLETIC FIELD/ COURTS <input type="checkbox"/> BATHROOM <input type="checkbox"/> BUS STOP <input type="checkbox"/> CLASSROOM <input type="checkbox"/> LOCKER ROOM <input type="checkbox"/> LUNCH AREA <input type="checkbox"/> OTHER (SPECIFY): _____ DEPARTMENT _____	<p style="text-align: center;">PART OF BODY INJURED</p> <input type="checkbox"/> SIDE OF BODY: <input type="checkbox"/> LEFT <input type="checkbox"/> RIGHT <input type="checkbox"/> ANKLE <input type="checkbox"/> FINGER <input type="checkbox"/> LEG <input type="checkbox"/> ARM <input type="checkbox"/> FOOT <input type="checkbox"/> MOUTH <input type="checkbox"/> BACK <input type="checkbox"/> GROIN <input type="checkbox"/> NECK <input type="checkbox"/> CHEST <input type="checkbox"/> HAND <input type="checkbox"/> NOSE <input type="checkbox"/> CHIN <input type="checkbox"/> HEAD <input type="checkbox"/> SHOULDER <input type="checkbox"/> EAR <input type="checkbox"/> HIP <input type="checkbox"/> STOMACH <input type="checkbox"/> EYE <input type="checkbox"/> KNEE <input type="checkbox"/> TOOTH <input type="checkbox"/> FACE <input type="checkbox"/> WRIST <input type="checkbox"/> OTHER (SPECIFY): _____	<p style="text-align: center;">NATURE OF INJURY</p> <input type="checkbox"/> ABRASION <input type="checkbox"/> FRACTURE <input type="checkbox"/> BITE/STING <input type="checkbox"/> INTERNAL <input type="checkbox"/> BRUISE <input type="checkbox"/> NO VISIBLE INJURY <input type="checkbox"/> BURN <input type="checkbox"/> PAIN <input type="checkbox"/> CHEMICAL EXP. <input type="checkbox"/> PUNCTURE <input type="checkbox"/> CUT <input type="checkbox"/> REDNESS <input type="checkbox"/> DISLOCATION <input type="checkbox"/> SPRAIN/STRAIN <input type="checkbox"/> SWELLING FOREIGN BODY <input type="checkbox"/> OTHER (SPECIFY): _____	<p style="text-align: center;">CAUSE OF INJURY</p> <input type="checkbox"/> ANIMAL/INSECT <input type="checkbox"/> HAND TOOL <input type="checkbox"/> ANOTHER STUDENT <input type="checkbox"/> POLE <input type="checkbox"/> BUILDING <input type="checkbox"/> POWERED TOOL <input type="checkbox"/> CHEMICALS <input type="checkbox"/> SELF <input type="checkbox"/> EQUIPMENT <input type="checkbox"/> SURFACE <input type="checkbox"/> FENCE/GATE <input type="checkbox"/> THROWN OBJECT <input type="checkbox"/> FOOD/DRINK <input type="checkbox"/> VEGETATION <input type="checkbox"/> <input type="checkbox"/> FURNITURE <input type="checkbox"/> VEHICLE <input type="checkbox"/> OTHER (SPECIFY): _____
---	---	---	---

DESCRIPTION OF THE ACCIDENT

HOW DID ACCIDENT HAPPEN? WHAT SPECIFIC ACTIVITY WAS EMPLOYEE PERFORMING AT TIME OF INJURY? WHERE WAS EMPLOYEE?
 SPECIFY MACHINE OR EQUIPMENT INVOLVED. _____

HOW WAS EMPLOYEE INSTRUCTED TO PREVENT ACCIDENT FROM RECURRING? _____ _____ _____	WAS SAFETY DEVICE PROVIDED? _____ IF YES, WAS IT IN USE AT TIME? _____ NAMES, ADDRESSES AND TELEPHONE NUMBERS OF WITNESSES: _____ _____ _____
WAS THERE A VIOLATION OF APPROVED SAFETY PRACTICES/STANDARDS? _____ IF YES, WHAT? _____	

SUPERVISOR IN CHARGE WHEN ACCIDENT OCCURRED (ENTER NAME): _____

PRESENT AT ACCIDENT? Yes No WHEN DID SUPERVISOR FIRST KNOW OF INJURY? _____

IMMEDIATE ACTION TAKEN

FIRST AID TREATMENT _____ BY (NAME) _____

SENT HOME SENT _____ BY (NAME) _____

TO HOSPITAL _____ BY (NAME) _____ NAME OF HOSPITAL: _____

SENT TO SCHOOL NURSE _____ BY (NAME) _____

SENT TO PHYSICIAN _____ BY (NAME) _____ PHYSICIAN'S NAME: _____

Date Employee Received *DWC Form 1 _____ Date DWC Form 1 Returned _____

SCHOOL _____ DEPARTMENT _____ LOCATION NO. _____

SUPERVISOR NAME _____ (PLEASE PRINT) TITLE _____

SIGNED SUPERVISOR _____ DATE _____ **12B.16**

*DWC Form 1 is Employee's Claim for Worker's Compensation Benefits Form
 Waiver of medical treatment _____ Date _____
 Signature _____

APPENDIX B

EMPLOYEE SAFETY RECOMMENDATION FORM

SAN YSIDRO SCHOOL DISTRICT

EMPLOYEE SAFETY RECOMMENDATION FORM

LOCATION:

DEPT:

SUPERVISOR:

DATE:

IDENTIFICATION OF SAFETY OR HEALTH HAZARD

SUGGESTION FOR ABATEMENT OF THE SAFETY OR HEALTH HAZARD

DO NOT WRITE BELOW THIS LINE

Date complaint was investigated:

Investigated by:

Action taken:

Date Action was reported to the employee:

Comments:

APPENDIX C

OFFICE SAFETY INSPECTION CHECKLIST

SAN YSIDRO SCHOOL DISTRICT

OFFICE SAFETY INSPECTION CHECKLIST

Date: _____ Location: _____ Phone: _____

Supervisor: _____ Department: _____

Inspector: _____ Job Title: _____

ADMINISTRATION AND TRAINING

- | Yes | No | N/A | |
|-----------------------|-----------------------|-----------------------|---|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 1. Does the department have a written Injury & Illness Prevention Plan? Are all departmental safety records maintained in a centralized file for easy access? Is it current? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 2. Have all of the employees attended an IIPP training class? If not, what percentage has received training? _____ |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 3. Does the department have a completed Emergency Action Plan? Percentage completed? _____ Is training being provided to employees on its contents? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 4. Are chemical products used in the office? (Are Safety Data Sheets maintained?) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 5. Are the Cal/OSHA Information Poster, Workers' Compensation Bulletin, Annual Accident Summaries (must be posted during February, at a minimum) and Emergency Response Guide flipchart posted? Is the Safety Briefs newsletter being sent to the area? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 6. Are annual workplace inspections being performed? Are records being maintained? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 7. Has there been any employee accidents from this department? Are there Accident Investigation Reports completed for each accident? |

GENERAL SAFETY

- | | | | |
|-----------------------|-----------------------|-----------------------|--|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 8. Are all exits, fire alarms, pullboxes, extinguishers, sprinklers, and fire notification devices clearly marked and unobstructed? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 9. Are all aisles/corridors unobstructed to allow unimpeded evacuations? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 10. Is a clearly identified, charged, currently inspected and tagged, wall-mounted fire extinguisher available within 75 feet of all work areas? (No empty wall hooks, charge needles in the red, missing plastic pin tabs or extinguishers on the floor.) |

GENERAL SAFETY (CONTINUED)

- | Yes | No | N/A | |
|-----------------------|-----------------------|-----------------------|---|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 11. Are ergonomic issues being addressed for administrative personnel using computers? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 12. Is a fully stocked first-aid kit available? Do all employees in the area know its location? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 13. Are all cabinets, shelves, or furniture above 5 feet in height secured to prevent toppling during an earthquake? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 14. Are all books and supplies stored so as not to fall during an earthquake? (Store heavy items low to the floor, shelf lips on shelves above work areas.) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 15. Is the office kept clean of trash and other recyclable materials removed promptly? |

ELECTRICAL/MECHANICAL SAFETY

- | | | | |
|-----------------------|-----------------------|-----------------------|--|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 16. Are all plugs, cords, electrical panels, and receptacles in good condition (no exposed conductors or broken insulation)? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 17. Are all circuit breaker panels accessible with each breaker appropriately labeled? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 18. Are fused power strips being used in lieu of receptacle adapters? Are additional outlets needed in some areas? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 19. Is lighting adequate throughout the work environment? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 20. Are extension cords being used correctly? (They must not be run through walls, doors, ceilings; not represent a trip hazard running across aiseways; not to be used as a permanent source of electrical supply--use fused outlet strips or have additional outlets installed; not to be linked together. No "thin" zip cords.) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 21. Are portable electric heaters being used? (If so, use fused power strips and locate away from combustible materials.) |

COMMENTS

APPENDIX D

FACILITY SAFETY INSPECTION CHECKLIST

SAN YSIDRO SCHOOL DISTRICT

FACILITY SAFETY INSPECTION CHECKLIST

Date: _____ Location: _____ Phone: _____

Supervisor: _____ Department: _____

Inspector: _____ Job Title: _____

ADMINISTRATION AND TRAINING

Yes	No	N/A	
0	0	0	1. Have all employees received General Safety Training (fire, earthquake, VDTs, lifting, emergency evacuation, etc.)?
0	0	0	2. Are all employees familiar with the use of MSDSs?
0	0	0	3. Have all employees been instructed in how to operate the equipment they are required to use?
0	0	0	4. Have all employees been trained in how to protect themselves from the hazards identified in their work area?
0	0	0	5. Are all employees current on any specialized training (lockout, confined space, respirators, etc.) needed?
0	0	0	6. Are all training records up to date for each employee?
0	0	0	7. Do all employees have access to the Departmental Emergency Action Plan and know their responsibilities?
0	0	0	8. Is the Cal/OSHA information poster, Workers' Compensation Bulletin and Annual Injury & Illness Summaries posted?

FIRE SAFETY

0	0	0	9. Are all fire exits clearly marked and unobstructed?
0	0	0	10. Is trash, debris, and oily rags removed from the shop daily? Are metal cans available for storage of oily rags?
0	0	0	11. Are all aisles cleared for at least a 44-inch pathway and building exit corridors completely clear for safe egress?
0	0	0	12. Are all flammable solvents in excess of 10 1-gallon containers stored in approved flammable storage cabinets?
0	0	0	13. Are spray-painting operations, which employ flammable materials, conducted inside spray booths?

FIRE SAFETY (continued)

- | Yes | No | N/A | |
|-----------------------|-----------------------|-----------------------|--|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 14. Are flammable and combustible materials stored at least 25 feet away from heat or ignition sources? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 15. Are flammable gas cylinders are stored at least 25 feet away from oxygen cylinders or ignition sources? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 16. Are fire separators intact (no holes in firewalls, no doors to exit corridors propped open, etc.)? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 17. Are charged, wall-mounted fire extinguishers (of the appropriate type) available within 75 feet of all workstations? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 18. Are employee workstations arranged to be comfortable without unnecessary strain on backs, arms, necks, etc.? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 19. Is there an inspection card attached to each fire extinguisher and are monthly inspections properly documented? |

ELECTRICAL SAFETY

- | | | | |
|-----------------------|-----------------------|-----------------------|--|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 20. Are all plugs, cords, panels, and receptacles in good condition (no exposed conductors or broken insulation)? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 21. Are all circuit breaker panels accessible with labels identifying each switch's function? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 22. Are plug adapters banned? (Install additional outlets or properly rated fused power strips in lieu of plug adapters.) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 23. Is permanent building wiring installed away from public contact (in conduit, raceways, or walls)? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 24. Are Ground Fault Circuit Interrupters available for use in wet areas? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 25. Are the wheels on rolling files or other mobile equipment free from binding when rolled? |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 26. Are extension cords in use? (These are not to be run through walls, ceilings, or doors, and are not safe for permanent equipment. Unplug extension cords daily or replace with fused power strips if current demand is within the strip's rating; otherwise, install additional outlets to reach equipment. Do not link extension cords together.) |

MECHANICAL SAFETY

- | | | | |
|-----------------------|-----------------------|-----------------------|---|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 27. Is defective equipment promptly repaired? (If defects pose an imminent danger, then remove out of service.) |
|-----------------------|-----------------------|-----------------------|---|

MECHANICAL SAFETY (continued)

Yes	No	N/A	
0	0	0	28. Are all the machine guards for belts, gears, and points of operation in place and adjusted properly?
0	0	0	29. Are machine and tool switches safe (easy access to disengage, stay off if de-energized and re-started)?
0	0	0	30. Are gas welding torches equipped with flashback arrestors? Are arc welders properly grounded with safe wiring?
0	0	0	31. Are air tanks greater than 1.5 cubic feet (11.22 gal.) capacity inspected as evidenced by a current posted Cal/OSHA permit?
0	0	0	32. Are cranes, slings, ropes, hoists, jacks, jackstands, etc., inspected prior to each use and used safely?
0	0	0	33. Are floors maintained clean, spills wiped up promptly, and anti-slip materials used where moisture is prevalent?
0	0	0	34. Are all cabinets, shelves, and equipment greater than 5 feet high secured to prevent injury to custodial personnel?
0	0	0	35. Are cutting blades disposed of in rigid containers to prevent injury to custodial personnel?
0	0	0	36. Are guardrails installed around floor openings and lofts, along catwalks, etc., to prevent employee falls?
0	0	0	37. Are potable water, soap, and towels available for hand washing?
0	0	0	38. Are all plumbing fixtures served by Industrial Water labeled to prohibit drinking?
0	0	0	39. Are forklifts inspected frequently for defects, equipped with proper safety devices and operated safely?
0	0	0	40. Are excessive noise levels adequately controlled?
0	0	0	41. Is an approved first aid kit available and its location known to all employees?
0	0	0	42. Are stacked and shelved items stored to prevent falling during an earthquake? (Advise installing 2 inch shelf lips or other means of restraining items, especially above exits and employee workstations.)
0	0	0	43. Are cross-connections between potable water and sewer inlets promptly abated (remove hoses which extend into sinks or down drains), and leaking back-flow protection devices promptly repaired?

HAZARDOUS MATERIALS/PERSONAL PROTECTION

Yes	No	N/A	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	44. Are chemicals stored to prevent spills?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	45. Are carcinogens handled safely to reduce employee exposure?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	46. Are chemicals separated by Hazard Class (acids, bases, oxidizers, flammables, etc.)?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	47. Are chemicals inventoried with copies provided to the Personnel Office?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	48. Are chemical wastes properly segregated and stored with Waste Pickup Tags attached to the containers?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	49. Are all hazardous wastes disposed of and not poured into the sewer system?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	50. Is a plumbed emergency shower available within 100 feet of all areas where chemicals may splash onto an employee's body?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	51. Are gloves suitable for the hazard warranting protection (chemicals, heat, friction, etc.) available?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	52. Is eye protection suitable for the hazard warranting protection (welding, chemicals, particulates, etc.) available?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	53. Is a plumbed emergency eyewash station available within 100 feet of all chemical splash or mechanical hazards such as grinding operations?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	54. Is hearing protection suitable for the hazards warranting protection available?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	55. Are safety shoes available for those employees subject to falling objects and other foot impact hazards?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	56. Are hard hats available for employees subject to falling objects, low overhead obstructions, etc.?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	57. Are aprons or other suitable clothing available for employees subject to chemicals, oil, grease, etc.?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	58. Are lockout locks and tags available for employees who work on equipment served by hazardous energy sources?

COMMENTS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** March 8, 2018

VIA: Mary L. Willis, Ed.D.
Interim Superintendent **FROM:** Business Services and District Operations
Peter Wong, Interim Chief Business Official

INITIAL: *PLW*
 Informational
 Action

AGENDA ITEM: HEAT ILLNESS PREVENTION PLAN

BACKGROUND INFORMATION:

California Code of Regulations Proposed State Standard, Title 8, Chapter 4, California Code Section 3395 formally adopted new regulations to significantly reduce the severity and frequency of occupational heat related illness in all outdoor places of employment in July 2006. The Heat Illness Prevention Plan will be applied when environmental risk factors for heat illness are present. The plan is designed to:

- Educate employees and supervisors on the symptoms of heat illness, the causes, prevention and what to do when employee or fellow employee experience symptoms of heat illness.
- Communicate with employees in a form readily understandable by employees on matters relating to heat illness;
- Provide training to employees that fall under this regulation, including, but not limited to, maintenance, grounds workers, transportation workers, custodian, security personnel, physical education teachers and playground supervisors.
- Training is provided annually, records of trainings are retained for five years.

RECOMMENDATION:

Approve the Heat Illness Prevention Program as required by California Code of Regulations Proposed State Standard, Title 8, Chapter 4, Section 3395 be implemented in all of our District sites.

LCAP GOAL AND ACTION/SERVICE:

Goal #2: Safety, Climate and Student Engagement

Renewal New Amendment Ratify Other

Business Services Reviewed: *PLW*

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

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:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

HEAT ILLNESS PREVENTION PLAN

FOR

SAN YSIDRO SCHOOL DISTRICT

MARCH 2018

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INTRODUCTION

On August 22, 2005, the Office of Administrative Law approved the California Occupational Safety and Health Standards Board's adoption of the California Code of Regulations Proposed State Standard, Title 8, Chapter 4, Section 3395. The Office of Administrative Law formally adopted the revised, permanent regulation on July 27, 2006, making the regulation effective immediately. These new regulations were meant to significantly reduce the severity and frequency of occupational heat-related illness in all outdoor places of employment.

Since then, Cal/OSHA implemented updated safety standards for employees working in outdoor heat. The revisions to the Heat Illness Prevention Standard, approved by the Occupational Safety and Health Standards Board on August 19, 2010, became effective November 4, 2010. The revised standards provide clarification of the shade requirement, including temperature triggers, and address high-heat requirements. On February 19, 2015, in a 5 to 1 vote, the Department of Occupational Safety and Health (Cal/OSHA) Standards Board approved changes to the existing Heat Illness Standard. The Standards Board recommended the effective date as April 1, 2015, for implementation.

SCOPE

This Heat Illness Prevention Plan and emergency regulations apply to any and all outdoor places of employment, at the times when environmental risk factors for heat illness are present.

PURPOSE

The San Ysidro School District has developed this Heat Illness Prevention Plan to control the risk of occurrences of heat illness and to comply with the California Code of Regulations Proposed State Standard, Title 8, Chapter 4, Section 3395. The plan is designed to educate employees and their supervisors on the symptoms of heat illness, causes of these symptoms, ways to prevent heat illness, and what to do if they or a fellow employee experience symptoms of heat illness. Employees that fall under this regulation could include, but are not limited to, maintenance, grounds workers, transportation workers, custodians, security personnel, physical education teachers, and playground supervisors.

POLICY

It is the policy of San Ysidro School District that all employees and supervisors of those employees who perform job functions in areas where the environmental risk factors for heat illness are present shall comply with the procedures set forth in this plan.

STATUTORY AUTHORITY

- California Code of Regulations Proposed State Standard, Title 8, Chapter 4, Section 3395

12B.17

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DEFINITIONS

The California Occupational Safety and Health Standards Board propose definitions of key terminology, as they relate to the standard, as follows:

- Acclimatization means the temporary, gradual adaptation of the body to work in the heat when a person is exposed to it. Usual acclimatization time while working in the heat for at least two hours per day ranges from four to fourteen days. Acclimation procedures include close observation of all employees during a heat wave – defined as at least 80 degrees. New employees must be closely observed for their first two weeks on the job.
- Emergency response procedures include effective communication, response to signs and symptoms of heat illness, and procedures for contacting emergency responders to help stricken employees.
- Environmental risk factors for heat illness mean the working conditions that create the possibility for a heat illness to occur. Risk factors include air temperature, air movement, relative humidity, workload, work severity, work duration, radiant heat, conductive heat, and personal protective equipment (PPE) worn by an employee.
- Heat illness means a serious medical illness, which results from the body’s inability to cope with a heat load. Heat illnesses include heat cramps, heat exhaustion, heat stroke and heat syncope (fainting).
- High-heat procedures are required for five industries when temperatures reach 95 degrees or above. These procedures include observing and being in constant contact with employees, closely supervising new employees and reminding all workers to drink water. The high heat procedures shall ensure “effective” observation and monitoring, including a mandatory buddy system and regular communication with employees working by themselves. During high heat, employees must be provided with a minimum 10-minute cool-down period every two hours. The industries specified under this modification are: 1) agriculture, 2) construction, 3) landscaping, 4) oil and gas extraction, 5) transportation or delivery of agricultural products, construction material or other heavy materials.
- Personal risk factors for heat illness includes factors such as an employee’s age, level of acclimatization, health, water consumption, alcohol consumption, caffeine consumption, overall health, and use of prescription medications which may alter the body’s ability to retain water or otherwise affect the body’s physiological response to heat. (The District shall not request any of the above personal information from an employee).

- Preventative recovery period means a period of time for an employee to recover from a heat illness or signs of a heat illness. The amount of time for a recovery period shall be no shorter than five minutes and shall be taken in a shaded area.

Employees taking a preventative cool-down rest must be monitored for symptoms of heat illness, encouraged to remain in the shade, and not ordered back to work until symptoms are gone. Employees with symptoms must be provided appropriate first aid or emergency response.

- Shade means the blockage of direct sunlight. Sufficient blockage is when an object does not cast a shadow in the area of the blockage. Shade is not acceptable if heat in the shaded area prevents the body from cooling. Shade shall be open to the air or otherwise provided with ventilation and/or climate controlled. Access to shade shall be made available at all times.
- Shade requirements must be adequate to accommodate all employees on recovery or rest periods, and those onsite taking meal periods when temperatures reach 80 degrees, and located as close as practicable to the areas where employees are working. When temperatures are below 80 degrees, employers shall provide timely access to shade upon an employee's request.

RESPONSIBILITY

The ultimate responsibility for establishing and maintaining the policies of the Heat Illness Prevention Plan specific to District facilities and operations rests with **Risk Management**.

General policies, which govern the activities and responsibilities of the Heat Illness Prevention Plan, are established **Risk Management** final authority.

It is the responsibility of **Risk Management and Director of Facilities** to develop procedures which ensure effective compliance with the Heat Illness Prevention Plan.

It is the responsibility of **Director of Facilities** to identify all employees required to work outdoors where the environmental risk factors for heat illness are present.

Supervisors are responsible for enforcement of this Plan among the employees under their direction by carrying out the various duties outlined herein, setting acceptable safety policies and procedures for each employee to follow, and ensuring that employees receive the required Heat Illness Prevention training. Supervisors must also ensure that appropriate job specific safety training is received, and that safety responsibilities are clearly outlined in the job descriptions, which govern the employees under their direction.

Supervising others also carries the responsibility for knowing how to safely accomplish the tasks assigned to each employee, for providing appropriate preventative controls (water, shade, PPE, etc.), and for evaluating employee compliance.

Supervision of new employees or new employees to the job site must take into account the importance of acclimatization. These employees must be closely monitored for the first 14 days. Acclimatization procedures include close observation of all employees during a heat wave – defined as at least 80 degrees.

Immediate responsibility for workplace heat illness prevention and safety rests with each individual employee. Employees are responsible for following the established work procedures and safety guidelines in their area, as well as those identified in this Plan. Employees are also responsible for using the personal protective equipment issued to protect them from identified hazards, ensuring that they have adequate amounts of drinking water, access to shade, and for reporting any unsafe conditions to their supervisors.

COMPLIANCE & PROCEDURES

1. Provisions of Water

- a. At the beginning of each shift, all employees who work outside when environmental risk factors for heat illness are present shall have sufficient quantities and immediate access to at least one (1) quart of potable drinking water per hour for the entire shift (at least two (2) gallons of potable water per person per eight-hour shift).
- b. Smaller quantities may be provided if the District has an effective procedure for replenishment that meets the above quantity and time requirements.
- c. Water must be fresh, pure, suitably cool and located as close as practicable to where employees are working, with exceptions made only when infeasibility can be demonstrated by the employer.
- d. The importance of frequent drinking water shall be conveyed and encouraged as described in the training section.

2. Access to Shade

- a. When the temperature does not exceed 80 degrees F, provide shade or timely access to shade upon request.
- b. Access to shade shall be made available at all times to any employee experiencing heat illness, symptoms of heat illness, or believing a preventative recovery period is needed. Employees with symptoms must be provided appropriate first aid or emergency response.
- c. The preventative recovery period shall be at least five (5) minutes. Employees taking a preventative cool down rest must be monitored for symptoms of heat illness, encouraged to remain in the shade, and not ordered back to work until symptoms are gone.
- d. Water shall be made available in the shade/preventative recovery period area.
- e. When temperatures equal or exceed 80 degrees F or during a heat wave, adequate shade must be provided to accommodate all employees on recovery or rest periods, and those onsite taking meal periods.

3. Identifying, Evaluating and Controlling Environmental Risk Factors for Heat Illness

- a. To identify if environmental risk factors are present, the District shall obtain temperature and humidity measurements for the work areas, either by direct measurements or by weather forecasts that are adjusted to match worksite conditions.
- b. To evaluate if an environmental risk factor is present, the District shall obtain the Heat Index, calculated by the National Weather Service, to rate the risk of heat illness depending on air temperature and humidity. The District shall assume there is a significant risk of heat illness when the Heat Index for an employee working in the sun is 80 or above, and 90 or above when employees are working in the shade. If workers are wearing more than "light" clothing, the risk of heat illness shall be considered significant at a lower Heat Index.

- c. To control and reduce the exposure to environmental risk factors, the District shall utilize the following control measures (mark all that apply):

- Provide shade for work areas
- Schedule outdoor and/or vigorous work in the cooler hours of the day
- Schedule more breaks during the day
- Provide misters or other cooling devices

Other: _____

4. Identifying, Evaluating and Controlling Personal Risk Factors for Heat Illness

- a. The District shall train employees on the factors that can affect their vulnerability to heat illness. These factors include an employee's age, level of acclimatization, health, water consumption, alcohol consumption, caffeine consumption, overall health, and use of prescription medications that may alter the body's ability to retain water or otherwise affect its physiological response to heat. The District shall convey the importance of acclimatization, and shall take steps to aid employees in becoming acclimatized. An employer shall not request any of the above personal information from an employee.

5. Reporting Symptoms or Signs of Heat Illness to the District

- a. Employees exhibiting signs or symptoms of heat illness, or who observe a co-worker with signs or symptoms, shall report these symptoms to **Supervisor** immediately.

6. Responding to Symptoms of Possible Heat Illness

- a. It shall be the responsibility of **Supervisor** to respond to all reports and/or observations of heat illness symptoms and signs.

7. Contacting Emergency Medical Services

- a. When a sick employee is unable to communicate, it shall be the responsibility of **Supervisor and or school site Principal** to contact emergency services when required, and to provide accurate and precise directions to the employee's location. This individual shall be immediately available to perform this function.

8. Communication

- a. The District shall account for the whereabouts of all employees at appropriate intervals during and at the end of the work shift by **Director of Facilities**. This procedure shall be followed whenever the outdoor work environment creates a heat hazard that could result in the collapse of an employee due to heat illness.
- b. Communication between the Supervisor and their crew is of the utmost importance.

9. Training

Training shall be administered to all employees and their supervisors who fall under the scope of this plan. The District shall ensure the effectiveness of the training by one of the following methods:

- Tailgate meetings before a shift begins
- Test employees/supervisors after training
- Conduct the training on a regular basis

- a. Supervisory and non-supervisory employees shall be trained on:
 - i. Environmental and personal risk factors for heat illness
 - ii. District procedures for identifying, evaluating and controlling the exposure to environmental and personal risk factors for heat illness
 - iii. Importance of frequent consumption of small amounts of water under extreme conditions
 - iv. Acclimatization and its importance
 - v. Types of heat illness and their symptoms, signs, and differences
 - vi. Procedure for immediately reporting the signs and symptoms of heat illness in themselves or in a co-worker to their employer, and its importance
 - vii. Procedures for the District to respond to symptoms of heat illness, which shall include how emergency medical services will be provided, if needed
 - viii. Procedures for contacting emergency medical services and transporting employees to a readily accessible location for emergency medical services to reach them
 - ix. Procedures on and how to provide clear and precise directions to emergency medical services
- b. Supervisors shall be trained on:
 - i. All information included in subsection (3)(a) above
 - ii. Procedures a supervisor shall follow when implementing this Heat Illness Prevention Plan
 - iii. The procedures a supervisor shall follow when an employee exhibits symptoms of a possible heat illness, which includes emergency response procedures

DOCUMENTATION

Documentation of all aspects of this Heat Illness Prevention Plan shall be managed in accordance with the District's Injury and Illness Prevention Plan.

SUPPORTING DOCUMENTS

Heat Illness Signs/Symptoms/Treatment

Heat Cramps - strong, involuntary muscle spasms usually in calves, thighs, shoulders or back

Treatment - rest in cool place, drink water/electrolytes

Heat Syncope - faint or light headed feeling/actual fainting spell

Treatment - rest in cool/shaded place, drink water/electrolytes

Heat Exhaustion: Dehydration, fatigue, dizziness/nausea, pale moist skin, possible temperature elevation

Treatment: Rest in cool/shaded place, drink water /electrolytes/non-caffeinated fluids

Heat Stroke: Mental confusion, fainting, seizures, hot/dry/red skin (sweating has stopped)

Treatment: **Call 911 *immediately***, soak clothing with cool water, move victim to cool/shaded area

Source: <http://www.dir.ca.gov/DOSH/HeatIllnessInfo.html>

APPENDIX A

HEAT INDEX CHART

NOAA's National Weather Service

Heat Index

Temperature (°F)

	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110
40	80	81	83	85	88	91	94	97	101	105	109	114	119	124	130	136
45	80	82	84	87	89	93	96	100	104	109	114	119	124	130	137	
50	81	83	85	88	91	95	99	103	108	113	118	124	131	137		
55	81	84	86	89	93	97	101	106	112	117	124	130	137			
60	82	84	88	91	95	100	105	110	116	123	129	137				
65	82	85	89	93	98	103	108	114	121	126	130					
70	83	86	90	95	100	105	112	119	126	134						
75	84	88	92	97	103	109	116	124	132							
80	84	89	94	100	106	113	121	129								
85	85	90	96	102	110	117	126	135								
90	86	91	98	105	113	122	131									
95	86	93	100	108	117	127										
100	87	95	103	112	121	132										

Likelihood of Heat Disorders with Prolonged Exposure or Strenuous Activity

Caution
 Extreme Caution
 Danger
 Extreme Danger

Effects of Heat	
Heat Index	Possible Heat Disorder
80-90 F	Fatigue possible
90-105 F	Sunstroke, heat cramps, heat exhaustion possible
105-130 F	Sunstroke, heat cramps, heat exhaustion likely - Heat stroke possible
130 F or greater	Heat stroke/Sun stroke highly likely

Source: <http://www.wrh.noaa.gov/sto/heatindex.php>

APPENDIX A (Continued)

HEAT INDEX – PROTECTIVE MEASURES

Heat Index	Risk Level	Protective Measures
Less than 91°F	Lower (Caution)	Basic heat safety and planning
91°F to 103°F	Moderate	Implement precautions and heighten awareness
103°F to 115°F	High	Additional precautions to protect workers
Greater than 115°F	Very High to Extreme	Triggers even more aggressive protective measures

Summary of protective measures can be found at:

https://www.osha.gov/SLTC/heatillness/heat_index/pdfs/protective_measures.pdf

Source: https://www.osha.gov/SLTC/heatillness/heat_index/