San Ysidro School District
Governing Board

AGENDA

Thursday
April 11, 2019
5:00 p.m.

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

Vista Del Mar Middle School
Auditorium
4885 Del Sol Blvd.
San Diego

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, FEBRUARY 28, 2019
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, February 28, 2019 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 the **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 I. Lopez Time: 5:01 p.m.

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

3. AGENDA
The Board approved the agenda for the meeting with the following corrections:
1) Pulled Item 9.3 IGT Grant Writers from the agenda.

Motion: Martinez Second: R. Lopez Vote: Unanimous

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

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:04 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: BAP Power Corp. DBA Cenergy Power vs. Manzana Energy, Inc. and San Ysidro School District
Case No. 30-2018-00990177-CU-CO-CJC

5.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 1

5.3 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS (Zummo)
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

5.4 GOVERNMENT CODE SECTION 54957 (Zummo)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

RECONVENED into OPEN SESSION at 6:07 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

1) Joseph Sanchez, Legal Counsel, on behalf of the Board: Agenda Item 5.4 – The Board in Closed Session, by a unanimous vote, determined to send a notice to three certificated administrators that they may be released from their current administrative position and that they may be reassigned to either a classroom teacher position or an alternate administrative position beginning with the 2019-2020 school year.

2) Joseph Sanchez, Legal Counsel, on behalf of the Board: Agenda Item 5.4- The Board in Closed Session, by a unanimous vote, determined to send a notice to two certificated administrators that they may be reassigned to another school site for the 2019-2020 school year.

6. CALL TO ORDER Who: President I. Lopez Time: 6:10 p.m.

7. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Irene Lopez, Board President
Mr. Humberto Gurmilan, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member

8. FLAG SALUTE by Irene Lopez, Board President

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata/Colom)
9.1 San Ysidro Middle School & Vista Del Mar Middle School Soccer Teams - Omar Calleros
9.2 Castro Family, Making San Diego Smile - Francisco Mata
9.3 IGT Grant Writers: Todd Lewis, Erika Meza, Francisco Mata - Manuela Colom-*Pulled*
9.4 Love Thy Neighbor - Francisco Mata
9.5 Victor Lopez from El Pollo Grill - Francisco Mata
9.6 Ocean View Hills School Safety Patrol Staff - Manuela Colom

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

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

Veronica Medina, Employee, Commented: 1) Thanked the three organizations that were recognized. It's an honor to work with them. 2) Mr. Ruben Torres from Love Thy Neighbor was eager to help and collected toys, clothes and furniture to give to our most neediest families. Thanked all his volunteers especially Aracely, her long time friend. 3) Mr. Lopez provides meals for our annual dinners from El Pollo Grill. Thanked Mr. Lopez and his family for shopping with two foster students from our preschool program and for creating the Make San Diego Smile Again event at Walmart. 4) Thanked Tony and his family for including San Ysidro School District in Making San Diego Smile Again and providing fifty students with one-hundred dollars. Through his partnership with Athletes for Education, we took students to the San Diego Chargers games and other events. 5) Thanked the organizations for helping San Ysidro School District families during the holiday season and throughout the year.

Zenaida Rosario, Teacher, Commented: 1) Invited the Board and community members to the Read Across America event at Smythe School. 2) Read the book "Only One You." 3) Every writer has a story to tell and students are writers. She promotes this with her kindergarten students and at the end of the year, they write their own books.

Arthur Loewy, Parent, Commented: 1) His son attends La Mirada School and is in Special Education. 2) He expressed concerns about his son's academic progress and bullying at the school. 3) Hopes that the Board will look into this and that action be taken.

Judith Crespo, Teacher, Commented: 1) It's heartwarming to hear about the great organizations that help our students. 2) Asked if charging stations for vehicles will be installed at the school sites.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

President I. Lopez, Commented: 1) Visited schools with Dr. Potter and has learned a lot. Our kids are hungry for knowledge. We've done a lot in technology and brought a lot of good programs. 2) She sees a lot of good things that we haven't had in many years. Parents are now coming to see their children being recognized because they are involved in our schools. 3) Thanked the organizations for giving to our kids. 4) Thanked the Board. We are making hard decisions and will try to do the best for our kids and the community. We need everyone to understand that we are in a tough situation and we need to protect our students and the programs we have to give them that opportunity.

Member Pallasigue, Commented: 1) Thanked the families for attending the Board Meetings. 2) Will meet with Dr. Potter to discuss the father's issue regarding his son. 3) Visited Special Education classes with Dr. Potter. 4) Special Education funding was a big ticket item when the Board went to Sacramento. 5) Mentioned that SB328 prohibits schools from starting before 8:30 a.m. 6) All Board Members have a heart for different things but at the end of the day, we all have a heart for all of our kids. 7) The District is working on online registration for school.

Member R. Lopez, Commented: 1) Quoted John F. Kennedy: "We do these things not because they are easy, but because they are hard." We will start making hard decisions. 2) We now have a Board that is fully prepared to make these decisions. We will come together and do what's right for the community. 3) The superintendent and cabinet keep the Board well informed. We can make informed decisions. 4) San Ysidro has turned the corner and he is proud to be part of this team. We will make hard decisions, but in the end, we will do what's right.

Clerk Martinez, Commented: 1) Thanked everyone that has been a harbinger of hope for our kids, especially our kids in need; the Castro Family, Love Thy Neighbor and El Pollo Grill. 2) Let's continue collaborating with community partners that are part of different sectors in the community. If we work together, we can resolve many issues. 3) Our kids shouldn't be without health care insurance, hungry or worried about where they are going to sleep. 4) Being transitional homeless and hungry are issues that are real and it's more difficult for a child to come to school and learn. We need to work together and provide our families with resources to create some stability.

Vice-President Gurmilan, Commented: 1) Thanked the community organizations for what they do. A lot of our students live through various challenges and the work the organizations do gives them a huge boost. 2) Some of the students in the District are showing that with opportunities they can reach their potential. 3) This Board is listening to the community and is open to receive phone calls and emails.

4) We will make hard decisions in the upcoming months. It's amazing the amount of damage that the previous Board and administration did to this District. 5) We have great administrators and a great superintendent. Challenges are coming, but we have a positive outlook for this District. 6) Encouraged everyone to keep working and to support each other. We will make it and make this District the best in the county and state. 7) Acknowledged Mr. Bojorquez, Administrator of the Year. 8) The negativity will go away. It's a new day in the San Ysidro School District. 9) Asked Dr. Potter to schedule a school visit in the afternoon so he can participate.

Superintendent Potter, Commented: 1) Thanked the community partners and Veronica Medina for everything she's done for our students and families. 2) Acknowledged Mr. Bojorquez, Elementary Principal of the Year who will be recognized for both San Diego and Imperial Counties. 3) We will be recognizing Coach George Aceves and the Vista Del Mar Girls Basketball Team for making it to the championship game in the Sweetwater Middle School League and placing runner-up. 4) Thanked the Board Members who've had the ability and time to visit La Mirada and Vista Del Mar Middle Schools. Thanked Guillermina Sandez for letting the Board and superintendent visit her classroom.
5) Visited Special Education classes with Oscar Madera. 6) Bond Oversight Committee applications are in and will be reviewed soon. 7) Marilyn Adrianzen facilitated our third Budget Community Forum.
8) Encouraged everyone to contact the school offices and make an appointment to read for Read Across America. 9) Thanked the Board for being great leaders and for moving the District in the right direction.

12. CONFERENCE SESSION

Reports/Presentations

12.1 2017-2018 Audit Report - Wilkinson, Hadley, King & Co., LLP

12.2 Communications, Parent Outreach and Public Records Act Request - Updates - Francisco Mata

13. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

1) Pulled Consent Calendar Item 13A.4 for discussion and to be voted on separately.

Motion: I. Lopez Second: R. Lopez Vote: Unanimous

13A. CURRICULUM & INSTRUCTION

13A.1 SPRING REVISIONS TO THE SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA) (Colom/Hay)

The Board approved the spring revisions for the 2018-2019 Single Plans for Student Achievement (SPSA) for La Mirada, Smythe, Sunset, Willow, Ocean View Hills, Vista Del Mar Middle, and San Ysidro Middle School; to reconcile with the updated allocations of Title I funds.

13A.2 26TH ANNUAL ADELANTE MUJER CONFERENCE (Colom/Hay)

The Board approved the attendance/registration and transportation costs for up to 125 female 6th to 8th grade students and their mothers/guardians to attend the 26th Annual Adelante Mujer Conference on Saturday, March 16, 2019 at UC San Diego at a cost not to exceed $7,350.00 from the Supplemental and Concentration fund.

13A.3 FIELD TRIP TO THE SCIENCE EXPO DAY AT PETCO PARK (Colom/Calleros)

The Board approved the participation of students and their families from Willow School to the Science Expo Day at Petco Park on March 2, 2019 at no direct cost to the District.

13A.4 PARTICIPATION IN THE APPLICATION PROCESS OF THE LOW-PERFORMING STUDENTS BLOCK GRANT (Colom)
The Board approved the participation of the San Ysidro School District in the application process of the Low-Performing Student Block Grant to benefit students' academic achievement.

Motion: Martinez Second: Pallasigue Vote: Unanimous

13A.5 PROFESSIONAL DEVELOPMENT (Colom)
The Board approved/ratified the attendance and participation of District staff to the different Professional developments, as scheduled.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Amber Elliot, Daniel Chavez	CASBO's Payroll Concepts	SDCOE	April 22, 2019	$1,000 Registration + mileage	General Fund
Paulo Azevedo	Transportation Leadership Academy	Orange County	March 1– December 14, 2019	$5,000.00	General Fund
Todd Lewis	Technology Directors/CTO Meeting	San Diego	February 21, 2019	Mileage	General Fund
Daniel Chavez	ACA Penalty Workshop	Chula Vista, CA	February 28, 2019	$0	No Cost
Special Ed. Staff (TBD)	Inclusive Education for Students with Mild-Moderate Disabilities	SCREC	March 7, 2019	$0	No Cost
Veronica Medina	McKinney-Vento Homeless Assistance Act Training	SDCOE	March 11, 2019	$0	No Cost

13B. BUSINESS

13B.1 RFP NO. 01 FOR 2019-20 E-RATE CATEGORY 2 EQUIPMENT (Adrianzen/Colom/Lewis)
The Board approved award of RFP No. 01 2019-20 E-Rate Category 2 Equipment to CDW Government LLC and approve agreement with CDW Government LLC in the amount of $117,215.13 from the E-rate funding.

13B.2 AGREEMENT WITH SPORTS FOR LEARNING, INC. FOR STEM, PBIS AND SPORTS PROGRAM (Colom/Calleros)
The Board approved the agreement with Sports for Learning, Inc. for a STEM, PBIS and Sports Program at La Mirada and Smythe Elementary Schools at a cost not to exceed $25,800.00 from the Supplemental and Concentration Site fund.

14. GENERAL ADMINISTRATION

14.1 MINUTES
The Board approved the minutes of the Special Board Meetings of February 19, 2019 and January 31, 2019.

Motion: Gurmilan Second: Pallasigue Vote: Unanimous

14.2 2017-2018 AUDIT REPORT (Adrianzen)
The Board reviewed the 2017-18 Annual Financial Audit Report.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

14.3 2019 CSBA DELEGATE ASSEMBLY ELECTION (Potter)
The Board elected the following representatives to the 2019 CSBA Delegate Assembly (7 vacancies): Maria Betancourt-Castaneda (National SD), Leslie Ray Bunker (Chula Vista ESD)*, Maria Dalla (National SD) and Rodolfo Lopez (San Ysidro SD).

Motion: Martinez Second: Pallasigue Vote: Unanimous

14.4 RESOLUTION NO. 18/19-0039 – NON-REELECT PROBATIONARY CERTIFICATED EMPLOYEES (Zummo)
The Board adopted Resolution No. 18/19-0039 authorizing the District to notice individual, probationary, certificated employees of the district's intent to non-reelect for the 2019-2020 school year.

Motion: Pallasigue Second: Gurmilan Vote: Unanimous

14.5 RESOLUTION NO. 18/19-0040 – LAYOFF OF CERTIFICATED STAFF (Zummo)
The Board approved Resolution No. 18/19-0040 authorizing the District to reduce or discontinue the following particular kinds of services of the District at the close of the 2018-2019 school year for fiscal and budgetary reasons.

Motion: Gurmilan Second: R. Lopez Vote: Unanimous

14.6 RESOLUTION NO. 18/19-0041 – RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES (Zummo)
The Board adopted Resolution No. 18/19-0041 authorizing the District to notice individual, temporary, certificated employees of the district's intent to release and/or non-reelect for the 2019-2020 school year.

Motion: Gurmilan Second: R. Lopez Vote: Unanimous

14.7 2019-2020 STUDENT CALENDAR (Zummo)
The Board approved the 2019-2020 Student Calendar.

Motion: R. Lopez Second: Pallasigue Vote: Unanimous

14.8 2020-2021 STUDENT CALENDAR (Zummo)
The Board approved the 2020-2021 Student Calendar.

Motion: R. Lopez Second: Pallasigue Vote: Unanimous

14.9 AUTHORIZE ACCEPTANCE OF PHOTOVOLTAIC SOLAR ENERGY SYSTEMS AND FINAL PAYMENT OF CONTRACT FUNDS INTO COURT (Adrianzen)
The Board accepted the solar systems at seven schools sites and the District office as complete. Released retention and authorized legal counsel to interplead the funds with the Court.

Motion: Martinez Second: R. Lopez Vote: Unanimous

14.10 ACCEPTANCE OF THE EVERY STUDENT SUCCESS ACT (ESSA) COMPREHENSIVE SUPPORT AND IMPROVEMENT (CSI) GRANT AWARD (Colom)
The Board approved the acceptance of the funds from Every Student Success Act (ESSA) Comprehensive Support and Improvement (CSI) grant for La Mirada and San Ysidro Middle Schools in the amount of $332,422.00 for fiscal year 2018-19 and 2019-20.

Motion: Gurmilan Second: R. Lopez Vote: Unanimous

Clerk Martinez made a motion to adjourn, seconded by Member Pallasigue. The vote was unanimous.

15. ADJOURNMENT Time: 8:16 p.m.

Respectfully Submitted,

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: _____

☒ Informational
☐ Action

AGENDA ITEM: 2019-2020 STUDENT ENROLLMENT PROJECTION

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

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

RECOMMENDATION:
Information only – Student Enrollment Projection for school year 2019-2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	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:

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

Projected 2019-20 Enrollment
San Ysidro School District

(Does not include SDC)

School Year		TK	K	1	2	3	4	5	6	7	8	Total	Difference	% Change
2018-19 CBEDS w/o SDC		94	425	466	456	471	431	502	517	579	453	4,394		
2019-20 Projected Enrollment w/o SDC		97	412	418	458	449	463	426	492	549	561	4,325	-69	-1.57%
18-19 Current FTE		5.00	17.00	17.00	17.00	17.00	15.00	18.00	18.00	44.00		168.00	189.00	FTE
19-20 Projected FTE		4.68	16.55	14.92	15.92	15.28	14.50	13.21	15.54	34.69		145.28	165.00	FTE
19-20 Projected FTE (K-3 FTE Rounded)		5.00	21.00	18.00	21.00	20.00	16.54	15.21	17.57	34.69		169.01	176.00	FTE
Average Student Teacher Ratio	TK-K	22	1-3	25			4-6	28		7-8	32			

**Unknown Variables: Mobility and Kindergarten

Projected 2019-20 Enrollment
La Mirada Elementary School

(Does not include SDC)

School Year		TK	K	1	2	3	4	5	6	7	8	Total	Difference	% Change
2018-19 CBEDS w/o SDC		13	50	63	39	56	22	48	72	0	0	363		
2019-20 Projected Enrollment w/o SDC		14	46	49	62	37	55	22	46	0	0	331	-32	-8.82%
18-19 Current FTE		1	3	3	2	2	1	2	3			17.00	17	FTE
19-20 Projected FTE		1.00	2.09	1.96	2.48	1.48	1.96	0.79	1.64			13.40	14	FTE
19-20 Projected FTE (K-3 FTE Rounded)		1.00	2.00	2.00	3.00	2.00	1.96	0.79	1.64			14.39	15	FTE
Student Teacher Ratio	TK-K	22	LCFF 1-3	25		4-6	28		7-8	32				

Projected 2019-20 Enrollment
OVH Elementary

(Does not include SDC)

School Year	TK	K	1	2	3	4	5	6	7	8	Total	Difference	% Change
2018-19 CBEDS w/o SDC	36	132	129	118	129	129	143	133	0	0	949		
2019-20 Projected Enrollment w/o SDC	36	127	129	127	116	126	127	139			927	-22	-2.32%
18-19 Current FTE	2	6	5	5	5	5	6	5			39.00	39	FTE
19-20 Projected FTE	1.64	5.77	5.16	5.08	4.64	4.50	4.54	4.96			36.29	36	FTE
19-20 Projected FTE (K-3 FTE Rounded)	2.00	6.00	6.00	6.00	5.00	4.50	4.54	4.96			39.00	39	FTE
Student Teacher Ratio	TK-K	22	LCFF TK-3	25		4-6	28		7-8	32			

Projected 2019-20 Enrollment
Smythe Elementary School

(Does not include SDC)

School Year		TK	K	1	2	3	4	5	6	7	8	Total	Difference	% Change
2018-19 CBEDS w/o SDC		24	71	86	93	86	85	86	86	0	0	617		
2019-20 Projected Enrollment w/o SDC		24	70	70	85	92	85	84	85	0	0	595	-22	-3.57%
18-19 Current FTE		1	4	4	4	4	4	4	4			29.00	29	FTE
19-20 Projected FTE		1.00	3.18	2.80	3.40	3.68	3.04	3.00	3.04			23.13	23	FTE
19-20 Projected FTE (K-3 FTE Rounded)		1.00	4.00	3.00	4.00	4.00	3.04	3.00	3.04			25.07	26	FTE
Student Teacher Ratio	TK-K	22		LCFF TK-3	25		4-6	28		7-8	32			

Projected 2019-20 Enrollment
Sunset Elementary School

(Does not include SDC)

School Year		K	1	2	3	4	5	6	7	8	Total	Difference	% Change
2018-19 CBEDS w/o SDC		75	100	94	88	93	109	100	0	0	659		
2019-20 Projected Enrollment w/o SDC		74	74	98	92	86	92	107	0	0	623	-36	-5.46%
18-19 Current FTE		3	4	4	4	4	4	4			27.00	27	FTE
19-20 Projected FTE		3.36	2.96	3.92	3.68	3.07	3.29	3.82			24.10	24	FTE
19-20 Projected FTE (K-3 FTE Rounded)		4.00	3.00	4.00	4.00	3.07	3.29	3.82			25.18	26	FTE
Student Teacher Ratio	TK-K	22	LCFF TK-3	25		4-6	28		7-8	32			

Projected 2019-20 Enrollment
Willow Elementary School

(Does not include SDC)

School Year	TK	K	1	2	3	4	5	6	7	8	Total	Difference	% Change
2018-19 CBEDS w/o SDC	21	97	88	112	112	102	116	126			774		
2019-20 Projected Enrollment w/o SDC	23	95	96	86	112	111	101	115			739	-35	-4.52%
18-19 Current FTE	1	4	4	5	5	4	5	5			33.00	33	FTE
19-20 Projected FTE	1.05	4.32	3.84	3.44	4.48	3.96	3.61	4.11	0.00	0.00	27.76	28	FTE
19-20 Projected FTE (K-3 FTE Rounded)	1	5.00	4.00	4.00	5.00	3.96	3.61	4.11	0.00	0.00	29.68	30	FTE
Student Teacher Ratio	TK-K	22	LCFF TK-3	25		4-6	28		7-8	32			

Projected 2019-20 Enrollment
San Ysidro Middle School

(Does not include SDC)

School Year		TK	K	1	2	3	4	5	6	7	8	Total	Difference	% Change
2018-19 CBEDS w/o SDC										391	227	618		
2019-20 Projected Enrollment w/o SDC										395	376	771	153	24.76%
18-19 Current FTE										13	14	27.00	27.00	FTE
19-20 Projected FTE										12.34	11.75	24.09	27.00	FTE
Student Teacher Ratio										7-8	32			

Projected 2019-20 Enrollment
Vista Del Mar Middle

(Does not include SDC)

School Year	K	1	2	3	4	5	6	7	8	Total	Difference	% Change
2018-19 CBEDS w/o SDC								188	226	**414**		
2019-20 Projected Enrollment w/o SDC								154	185	**339**	**-75**	**-18.12%**
18-19 Current FTE								6	11	**17.00**	**17.00**	FTE
19-20 Projected FTE								4.81	5.78	**10.59**	**13.00**	FTE
Student Teacher Ratio							7-8	32				

Projected 2019-20 Enrollment
Preschool Program

	OVH	OVH	CDC	CDC	CDC	CDC	CDC	Sunset	Sunset	Sunset	Sunset	Sunset	Total
	AM	PM	Extended Day	Extended Day	AM	AM	PM	AM	AM	AM	PM	PM	
2018-19 Enrollment (As of March 1, 2019)	24	24	20	20	24	24	24	24	20	24	24	24	276
2018-19Staffing Ratio	8:1	8:1	8:1	8:1	8:1	8:1	8:1	8:1	8:1	8:1	8:1	8:1	
	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	
2018-19 Current Allocation (Head Count)	3	3	3	3	3	3	3	3	3	3	3	3	35
2018-19 Current Allocation (FTE)													
2019-20 Projected Enrollment	24	24	20	20	24	24	24	24	20	24	24	24	276
2019-20 Projected Allocation (Head Count)	**3**	**3**	**3**	**3**	**3**	**3**	**3**	**3**	**3**	**3**	**3**	**3**	**35**

Projected 2019-20 Enrollment - Special Education Program

	RSP	SDC M/M	SDC M/S	Speech K-8th	SDC PreK M/M	SDC PreK M/S	Speech Preschool	School Psychologist	Occupational Therapy	APE	ERMHS
2018-2019 Enrollment (March 1, 2019)	233	189	55	355	41	13	126	4389 w/o SDC	76	76	33 25
2018-2019 Staffing Ratio	28:1	15:1	10:1	55:1	15:1	15:1	45:1	1000:1		1	
	8.3	15.3	5.5	6.45	2.73	.86	2.8		2		
2018-2019 Current FTE Allocation	*10	*18	5	8	3	1	1	7			
2019-2020 Projected Enrollment	199	165	56	328	42	15	120	4325 w/o SDC	80	80	
2019-2020 Projected FTE Allocation	7.1		5.5	5.9	3	1	2.6	7	1.6	1	
2019-2020 Requested FTE	*10	*17	6	7	3	1	3	7	1.6	1	

*Preschool Assessment Team has: 1 SLP and 1 School Psychologist only for assessments, so they are still included in the ratios; however, they only provide support to incoming preschoolers.

* SYMS and VDM have 2 RSPs (7th/8th)

*SYMS and VDM have 2 SDCs (7th/8th)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 18/19-0044 – DAY/WEEK OF THE TEACHER

BACKGROUND INFORMATION:
Day of the Teacher is a day for honoring teachers and recognizing the lasting contributions they make to our lives. In May 2009, the United States Congress enacted a bill that created a National Day of the Teacher to be celebrated in the month of May. On California's Day of the Teacher, thousands of communities take time to honor their local educators and acknowledge the vital role teachers play in making sure every student receives a quality education.

May 5-11, 2019 has been designated as the "Week of the Teacher" and Wednesday May 8, 2019 has been selected as the San Ysidro School District "Day of the Teacher." On this day, we invite all members of the community to join in this observance by recognizing the contributions public school teachers make toward our children's success in school and in life.

RECOMMENDATION:
Adopt Resolution No. 18/19-0044 declaring the observance of Wednesday, May 8, 2019, as the San Ysidro "Day of the Teacher" and the week of May 5-11, 2019, as the "Week of the Teacher."

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal: Student Achievement

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MM

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #:

N/A	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:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 18/19-0044

RESOLUTION DECLARING THE OBSERVANCE OF WEDNESDAY, MAY 8, 2019, AS THE "DAY OF THE TEACHER" AND THE WEEK OF MAY 5-11, 2019, AS THE "WEEK OF THE TEACHER"

WHEREAS, education is the most vital activity that we as a society undertake to ensure the well-being of the nation; and

WHEREAS, teachers open children's minds to the magic of ideas, knowledge and dreams; and

WHEREAS, teachers fill many roles, as listeners, role models, motivators and mentors; and

WHEREAS, teachers deserve widespread recognition and gratitude for their performance;

WHEREAS, we are keenly aware of the importance of teachers in children reaching their full potential; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent declare the observance of Wednesday, May 8, 2019, as the San Ysidro "Day of the Teacher."

BE IT FURTHER RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent also recognize the week of May 5-11, 2019, as the "Week of the Teacher" and encourage activities to recognize and honor San Ysidro School District teachers and all certificated staff members.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 11th day of April, 2019.

Irene Lopez, President	Humberto Gurmilan, Vice-President
Antonio Martinez, Clerk	Rudy Lopez, Member
Rosaleah Pallasigue, Member	Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 18/19-0045 – CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK

BACKGROUND INFORMATION:
The State of California has a long standing tradition of recognizing the important contributions of classified employees and has named the third full week of May as "Classified Employee Week" to honor their valuable contributions to each school district's success.

Classified employees play an integral role in California's public schools and in particular the San Ysidro School District. In tandem with our classified employees, confidential staff also serve essential roles in supporting the responsibilities assigned to every public education entity in the State. Together, classified and confidential staff help to ensure the smooth operation of offices, the safety and maintenance of buildings and property, the safe transportation of students and the healthy nutrition and direct instruction of our students. By approving Resolution No. 18/19-0045, the District acknowledges the valuable services to the San Ysidro School District and its students by our classified and confidential employees.

RECOMMENDATION:
Adopt Resolution No. 18/19-0045 recognizing the week of May 19-25, 2019, as "Classified and Confidential School Employee Week."

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal: Student Achievement

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

N/A	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:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 18/19-0045

RESOLUTION DECLARING THE WEEK OF MAY 19-25, 2019, AS "CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK"

WHEREAS, classified and confidential school employees provide valuable services to the schools and students of the San Ysidro School District; and

WHEREAS, classified and confidential school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified and confidential school employees serve a vital role in providing for the welfare and safety of the San Ysidro School District students; and

WHEREAS, classified and confidential school employees in the San Ysidro School District strive for excellence in all areas relative to the educational community.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent hereby recognizes and wishes to honor the contributions of the classified and confidential school employees for their efforts in promoting quality education in the State of California and in the San Ysidro School District and declares the week of May 19-25, 2019, as "Classified/Confidential School Employee Week" in the San Ysidro School District.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 11th day of April, 2019.

Irene Lopez, President	Humberto Gurmilan, Vice-President
Antonio Martinez, Clerk	Rudy Lopez, Member
Rosaleah Pallasigue, Member	Gina A. Potter, Ed.D, Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION'S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the California School Employees Association's initial ("sunshine") proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public school employer.

Under the provisions of the current contract between the Board of Education and the California School Employees Association, it is now appropriate for the Board to offer public comment on the California School Employees Association's initial ("sunshine") proposal for the sole purpose of successor negotiations for the collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

> The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

This initial proposal is subject to the California School Employees Association's ratification procedure.

RECOMMENDATION:

Accept the initial proposals of the California School Employees Association to open the collective bargaining agreement with the San Ysidro School District for successor negotiations and make and approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial ("sunshine") proposal to the contract between California School Employees Association and the Board of Education consisting of the following initial topics:

ARTICLE 1. TERM OF AGREEMENT AND SIGNATORY PAGE

ARTICLE 2. RECOGNITION
ARTICLE 3. CSEA ORGANIZATIONAL RIGHTS
ARTICLE 4. DISTRICT RIGHTS
ARTICLE 6. LEAVES
ARTICLE 7. TRANSFER, REASSIGNMENT AND PROMOTION
ARTICLE 11. VACATION PLAN
ARTICLE 13. HOURS OF EMPLOYMENT
ARTICLE 14. WAGES AND FRINGE BENEFITS
ARTICLE 20. CONTRACT CLAUSE

and

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial ("sunshine") proposal, and said public hearing to be held on and be open to public comment at the Board of Education meeting on April 11, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

TBD	TBD	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

California School Employees Association and its Chapter 154
Initial Proposal
To the
San Ysidro School District
March 15, 2019

Article 1 – Agreement
Update language to include new date for the term of agreement.

Article 2 – Recognition
Update with new or modified classification titles.

Article 3 – CSEA Organizational Rights
Update language to include MOU regarding new employee orientation and increase benefit of Association Leave time.

Article 4 – District Rights
Update language for compliance with new laws regarding districts obligation to notify and negotiate.

Article 6 Leaves
Modify language for compliance with any new laws and clarify and improve language under Sick Leave, Bereavement Leave, and Personal Necessity Leave.

Article 7 –Transfer, Reassignment and Promotion
Modify and improve language under criteria for transfer.

Article 11 – Vacation Plan
Modify language to improve the current benefit language for current employees.

Article 13 – Hours of Employment
Modify language to be compliant with new laws. Add a section for Child Nutrition Specialists.

Article 14 – Wages and Fringe Benefits
Modify and improve language for increases in salary and health benefit contribution.

Article 20 – Contract Clause
Modify language to reflect the new term of agreement.

Update all Appendixes' to include any changes and add longevity steps to salary schedule.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: CLOSE PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION'S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on April 11, 2019. This initial proposal is subject to the California School Employees Association's ratification procedure.

RECOMMENDATION:
Close Public Hearing for the California School Employees Association to open Article 1, Article 2, Article 3, Article 4, Article 6, Article 7, Article 11, Article 13, Article 14, and Article 20 with the San Yisdro School District for successor negotiations.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

TBD	TBD	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S INITIAL PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the San Ysidro School District's initial ("sunshine") proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public school employer.

Under the provisions of the current contract between the Board of Education and the San Ysidro School District, it is now appropriate for the Board to offer public comment on the San Ysidro School District's initial ("sunshine") proposal for the sole purpose of successor negotiations for the collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

> The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

RECOMMENDATION:

Accept the initial proposals of the San Ysidro School District to open the collective bargaining agreement with the California School Employees Association for successor negotiations and make and approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial ("sunshine") proposal to the contract between San Ysidro School District and the Board of Education consisting of the following initial topics:

ARTICLE 5. NON DISCRIMINATION
ARTICLE 8. TEMPORARY ASSIGNMENT, SUMMER AND INTERSESSION EMPLOYMENT
ARTICLE 9. TRANSFER, REASSIGNMENT AND PROMOTION

ARTICLE 12. HOLIDAYS
ARTICLE 16. LAYOFF AND REEMPLOYMENT
APPENDIX A CLASSIFICATION TABLE
APPENDIX C EVALUATION FORM
APPENDIX D VACATION APPLICATION FORM
APPENDIX E CATASTROPHIC LEAVE BANK DONATION FORM
APPENDIX F CLASSIFIED CATASTROPHIC EVENT/ILLNESS LEAVE BANK WITHDRAWAL FORM

and

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial ("sunshine") proposal, and said public hearing to be held on and be open to public comment at the Board of Education meeting on April 11, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

TBD	TBD	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District's
Initial Proposal to
California School Employees Association and its Chapter 154
April 11, 2019

Article 5 – Non-Discrimination
Update language to be consistent with the law.

Article 8 – Temporary Assignment, Summer and Intersession Employment
Clarify existing language regarding summer work.

Article 9 – Evaluation Procedures and Personnel Files
Update language regarding evaluation timelines.

Article 12 – Holidays
Clarify existing language regarding summer pay.

Article 16 – Layoff and Reemployment
Update and clarify language regarding tiebreaking procedures.

Appendix A – Classification Table
Update language to include all classifications.

Appendix C – Evaluation Form
Update evaluation tool to reflect best practice.

Appendix D – Vacation Application Form
Updated form to reflect current practices.

Appendix E – Catastrophic Leave Bank Donation Form
Updated form to reflect current practices.

Appendix F – Classified Catastrophic Event/Illness Leave Bank Withdrawal Form
Updated form to reflect current practices.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S INITIAL PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on April 11, 2019.

RECOMMENDATION:
Close Public Hearing for the San Ysidro School District to open Article 5, Article 8, Article 9, Article 12, Article 16, Appendix A, Appendix C, Appendix D, Appendix E, and Appendix F with the California School Employees Association for successor negotiations.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

TBD	TBD	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 11, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 18/19-0043

BACKGROUND INFORMATION:
It has been determined that it will be necessary to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2018-2019 school year for fiscal and budgetary reasons. The District will have to reduce and/or eliminate the number of permanent classified employees performing particular kinds of service.

This resolution identifies the kinds of services to be reduced and/or eliminated no later than the beginning of the 2019-2020 school year for the positions of Area Production Manager, Administrative Clerk I, Administrative Secretary III, Bus Driver, Campus Aide, Campus Security, Child Nutrition Specialist, Custodian, District Translator, Gardener, Instructional Health Care Assistant, and Outreach Consultant (13.165 FTEs).

RECOMMENDATION:
Approve Resolution No. 18/19-0043 authorizing the District to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2018-2019 school year for fiscal and budgetary reasons.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MD

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	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:

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

SAN YSIDRO SCHOOL DISTRICT

REDUCTION AND/OR ELIMINATION OF CLASSIFIED POSITIONS
RESOLUTION NO. 18/19-0043

WHEREAS, the Board of Education of the San Ysidro School District has determined that it is necessary to reduce and/or eliminate classified positions due to lack of work and/or funds, or due to the expiration of specially funded program(s).

NOW, THEREFORE, BE IT RESOLVED that the following classified positions shall be reduced and/or eliminated for the above-stated reasons:

ELIMINATIONS

1. Area Production Manager
   a. 1 @ 8 hours/day

2. Administrative Clerk I
   a. 1 @ 8 hours/day

3. Administrative Secretary III
   a. 1 @ 8 hours/day

4. Bus Driver
   a. 1 @ 8 hours/day

5. Campus Aide
   a. 5 @ 3.75 hours/day

6. Campus Security
   a. 3 @ 8 hours/day

7. Child Nutrition Specialist
   a. 1 @ 3.75 hours/day

8. Custodian
   a. 2 @ 3.75 hours/day

9. Gardener
   a. 2 @ 8 hours/day

10. Instructional Health Care Assistant
    a. 1 @ 7 hours/day

11. Outreach Consultant
    a. 1 @ 8 hours/day

REDUCTIONS

1. 2 District Translators: Reduction in work days from 260/year to 209/year

BE IT FURTHER RESOLVED:

A. That due to a lack of work and/or funds, or due to the expiration of specially funded program(s), the number of classified employees and the amount of service rendered as specified above shall be reduced by layoff pursuant to Education Code section 45308.

B. That the Superintendent or her designee is directed to give notice layoff to the affected classified employee(s) pursuant to the requirements of law.

C. That said layoff shall become effective June 30, 2019, or on the last work day of 2018-19 school year, whichever is sooner.

D. That the affected employee(s) shall be afforded bumping rights according to law and/or the applicable collective bargaining agreement.

E. That any employee(s) laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code sections 45298 and 45308.

ADOPTED by the Governing Board of the San Ysidro School District at a regular meeting held on April 11, 2019, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

_____
President

_____
Member

_____
Member

_____
Member

_____
Member

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD BYLAWS – 9000 SERIES

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

The First Reading of the Revised Board Bylaws - 9000 Series was approved on March 14, 2019. In the backup materials you will find the current Board Bylaws 9000 Series, Revised Board Bylaws 9000 Series and the document outlining significant changes to the Revised Board Bylaws 9000 Series.

RECOMMENDATION:
Approve second reading and adoption of revised Board Bylaws – 9000 series.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☒ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	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:

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

13.0

REVISED BOARD BYLAWS – 9000 SERIES
SIGNIFICANT CHANGES
APRIL 11, 2019

BB 9012 - Board Member Electronic Communications (5/17)
(BB revised)

Bylaw updated to reflect **NEW COURT DECISION** (City of San Jose v. Superior Court) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

(Add BB 11/08)

New bylaw added to provide guidelines for Board use of electronic communications and to clarify circumstances under which the use of email by the Board could result in a prohibited serial meeting and violate the Brown Act, as defined in **NEW LAW** (SB 1732). Bylaw contains sample language listing permissible electronic communications, protocol for responding to emails received by community members and the press, confidential communications, and disclosure of messages under the Public Records Act.

BB 9100 – Organization (7/15)
(BB revised)

Bylaw updated to clarify the time periods during which the annual organizational meeting must be held pursuant to law and to expand items to be addressed during the meeting to include a review of resources on board governance and leadership roles and responsibilities.

BB 9110 - Terms of Office (10/18)
(BB revised)

Bylaw updated to reflect **NEW LAW (AB 2449)** which changes the commencement of the term of office of board members from the first Friday in December following their election to the second Friday in December. Bylaw also provides that, if the district chooses or is required to consolidate its board elections with the local municipal or state primary or general elections, elections could occur in even-numbered years and the term of incumbent board members would be extended to align with the next election.

BB 9121 – President (7/17)
(BB revised)

Bylaw updated to reorganize and revise the duties of the board president for consistency with information provided in CSBA's Board President's Workshop, and to add an optional component on providing training for the president to enhance his/her leadership skills.

BB 9220 - Governing Board Elections (7/17)
(BB revised)

Bylaw updated to reflect **NEW LAW** (SB 415, 2015) which, effective January 1, 2018, requires a district to move the date of its board election to be concurrent with a statewide election whenever holding an election on a nonconcurrent date has resulted in a significant decrease in voter turnout, as defined. Bylaw encourages districts to review recent voter turnout and, if necessary, adopt a plan before the January 1, 2018 deadline in order to delay consolidation until November 8, 2022. Bylaw also reflects **NEW LAWS** which require public hearings before and after drawing maps of proposed trustee areas (AB 350, 2016), authorize districts to permit board candidates to submit candidate statements for electronic distribution (AB 2010, 2016), allow districts to establish a dedicated fund to make public funds available to persons seeking elective office under specified conditions (SB 1107, 2016), and require prospective plaintiffs who allege that the election method violates the California Voting Rights Act to notify the district before filing a complaint (AB 350, 2016).

(BB revised 4/13)

Bylaw updated to reflect **NEW LAW (AB 2410, 2012)** which provides that a person is ineligible to hold public office if he/she has been convicted of a felony involving bribery, offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any of these crimes. Bylaw also adds

section which addresses the methods of electing board members (i.e., by trustee area, at-large election, or at-large election but candidate resides in trustee area) and reflects the California Voting Rights Act which prohibits the use of the at-large voting method when its use prevents members of a protected class (voters of a minority race, color, or language group) from being elected to the board.

(Revise BB 11/06)

Bylaw revised to delete section entitled "Limitation of Campaign Contributions and Expenditures." **NEW COURT DECISION** held that limits on campaign expenditures are unconstitutional and, because any contribution limits set by the Board would be voluntary, entire section deleted. New section on campaign conduct added to encourage candidates to adhere to the state's principles of Code of Fair Campaign Practices and contains new note re: **NEW LAW (AB 1207)** which revises the candidate's pledge. Bylaw also contains new note re: **ATTORNEY GENERAL OPINION** which confirmed the authority of a district to pay for the cost of candidate statements, if the Board elects to do so, and contains revised language clarifying the contents of the notice that the Board secretary must deliver to the county elections official.

BB 9222 – Resignation (5/16)

(BB revised)

Bylaw updated to clarify the effective date of a resignation of a member of the board, the need for the board to fill the vacancy by ordering an election or making a provisional appointment as appropriate, and the need for the resigning member to file a revised Statement of Economic Interest/Form 700.

BB 9223 - Filling Vacancies (8/14 MR) (7/15 MR)

(BB revised 11/11)

Bylaw updated to reflect **NEW LAW (AB 334)** which allows governing boards to approve a board member's out-of-state absence for illness or urgent necessity for an unlimited duration. Updated bylaw also reflects current law which provides that, when an interim board member is appointed to fill an absence created by a member's military deployment that exceeds six months, the term of the interim member cannot extend beyond the return of the absent board member or beyond the next regularly scheduled election for that office, whichever occurs first.

(Revise BB 11/08)

Bylaw updated to include new language re: failure to elect when no candidate or an insufficient number of candidates have filed to run for a seat, including an event causing a vacancy (item #13) and new section detailing procedure when filling such a vacancy. Bylaw also contains new note re: **NEW LAW** (SB 1482) which specifies that an elected official forfeits office when convicted of a crime involving a false claim of receipt of a military decoration. In section entitled "Provisional Appointments," option deleted whereby nominations for a vacancy would be taken at the meeting.

BB 9230 - Orientation (7/17)

(BB revised)

Bylaw updated to delete section on "Board Candidate Orientation" and move that material to BB 9220 - Governing Board Elections. Bylaw also clarifies that an orientation meeting must be conducted in open session if a majority of the members of the board will be discussing district business, provides examples of topics and materials to be addressed in the orientation, and provides information about CSBA trainings for new and first-term board members.

(8/14 MR)

(Revise BB 7/08)

Updated bylaw revises section on "New Board Member Orientation" to provide for a Board meeting to orient new members, expand the types of materials to be provided to new members, and require Board approval of workshop/conference attendance by incoming members at district expense.

BB 9240 - Board Training (12/16)

(BB revised)

Bylaw retitled and updated to address the purposes and importance of board training, recommended topics of training for new and first-term board members, and the district's process for selecting board training activities. The bylaw also reinforces the prohibition against a majority of the board members discussing district business of a specific nature while attending a conference or similar public gathering.

BB 9270 – Conflict of Interest (Revisions by BBK)

Conflict of Interest Code

- Updated to include information on the formal adoption and purpose of the District's Conflict of Interest Code as required under the Political Form Act. (Code attached to bylaws as an exhibit.)
- Corrections made throughout to include the position of *Consultant* as a filer, as needed.
- Correction made to provide for filing of a Leaving Office Statement when necessary. Amending a Statement when leaving office is incorrect.
- All officials and designated positions are directed to the District's official Conflict of Interest Code for their specific requirements. Requirements of the Code have the force of law.
- Language updated addressing circumstances requiring amendments to the Conflict of Interest Code and to include language regarding mandatory biennial review of Code. (Gov. Code 87306, 87306.5.)
- Removed duplicate language regarding the filing of Leaving Office Statements.

Disqualification:

- Language updated to specify who is affected for disqualification purposes and to include process to be followed by Board members to orally identify disqualifying interest during meeting before discussion or vote on the item, and to leave the room after identification.
- Language also updated to address disqualification requirements for closed session meetings. (Reg. 18707.)

E 9270 - Conflict of Interest Code 2018 – Amendment (Revisions by BBK - not a part of District Bylaws):

The District's Conflict of Interest Code was amended in November 2018 after conducting its 2018 mandatory review and found the Code needed to be amended to:

1. Incorporation Page language updated bringing it into compliance with the Fair Political Practices Commission (FPPC) Standard Code regarding the incorporation of FPPC Regulation 18730 as the Code provisions, and clarifying the filing process and District handling of Statements of Economic Interests.
2. Structure of Code was reorganized to follow FPPC Standard.
3. Include declaration of positions who are *officials who manage public investments.* (These positions are subject to the Political Reform Act and not the District's Conflict of Interest Code.
4. Positions updated to include new positions required to be designated, revise titles and remove positions not required to be listed in Conflict of Interest Code.
5. Disclosure Categories assigned to Designated Position revised as necessary depending on duties of position.
6. Definition language removed as outside the requirements of the Code.
7. Disclosure Categories updated to more easily apply to various positions and avoid the requirement of over-disclosure.

BB 9310 - Board Policies (7/18)

(BB revised)

Bylaw updated to address alignment of board policies with the district's vision, goals, and local control and accountability plan and add the concept of proactively addressing equity and equal access in board policies. Material rearranged to emphasize that policies are not operative if in conflict with applicable federal or state law or regulations or court decisions.

(Revise BB 7/06)

Retitled bylaw updated to consolidate material formerly in BB 9310 - Policy Manual, BB/AR 9311 - Board Policies, BB 9312 - Bylaws of the Board, BB 9313 - Administrative Regulations, and BB 9314 - Suspension of Policies, Bylaws, Administrative Regulations. Updated bylaw describes the function of policies, bylaws, and administrative regulations; the policy development and adoption process; monitoring/evaluation of policies; distribution of and public access to policies; and suspension of policies.

BB 9320 - Meetings and Notices (11/11)

(BB revised)

MANDATED bylaw updated to reflect **NEW LAW (AB 1344)** which prohibits boards from calling special meetings to address the salaries, salary schedules, or other compensation of the superintendent, assistant superintendent, or other specified employees. Bylaw also reflects requirement added by AB 1344

to post the agenda for a regular meeting and the notice of a special meeting on the district web site, if there is one.

For further information, see article in the accompanying *Policy News*.

(Revise BB 11/08)

MANDATED bylaw revised to reflect **NEW LAW** (SB 1732) which amends the definition of a prohibited serial meeting by deleting the requirement that the Board reach a "collective concurrence" as to action to be taken. As amended, a prohibited serial meeting is now defined as a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of district business.

BB 9321 - Closed Session Purposes and Agendas (6/16)

(BB revised)

Bylaw updated to clarify that the Board may not meet in closed session under the "personnel exception" (Government Code 54957) of the Ralph M. Brown Act to discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline. "Negotiations/Collective Bargaining" section revised to reflect that the Board may meet with the district's designated representatives in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent.

(12/14 MR)

To more accurately reflect Government Code 54957, including addition of Governor by AB 246 (Ch. 11, Statutes of 2013) and current name of agency consistent with Government Code 54954.5.

(BB revised 7/12)

Updated bylaw reflects **NEW ATTORNEY GENERAL OPINION** which concludes that only three specified subjects related to real property negotiations may be considered in closed session. Bylaw also (1) includes board philosophical statement expressing commitment to transparency and compliance with open meeting laws, (2) includes requirement to reconvene in open session to report decisions of closed session with link to BB 9321.1 - Closed Session Actions and Reports, and (3) revises section on "Pending Litigation" to add definitions of "party" and "significant exposure to litigation."

(Revise BB 11/04)

Under section entitled "Joint Powers Agency Issues," bylaw updated to reflect **NEW LAW** which authorizes a district Board to meet in closed session to discuss or take action on information obtained from a JPA's closed session as long as the JPA has authorized the disclosure. New section created entitled "Review of Audit Report from Bureau of State Audits" to reflect **NEW LAW** which authorizes the Board to meet in closed session to discuss its response to a final draft audit report received from the Bureau of State Audits.

BB 9322 - Agenda/Meeting Materials (12/18)

(BB revised)

Bylaw updated to reflect requirement effective January 1, 2019 that districts post a direct link on the homepage of their web site to the current board meeting agenda or to the district's agenda management platform. Bylaw also clarifies that the agenda need not provide an opportunity for public comment on any agenda item that has previously been considered at an open meeting of a committee comprised exclusively of board members.

(BB revised 11/12)

MANDATED bylaw revised to update material related to the consent agenda/calendar, including deleting outdated information and reflecting **NEW LAW (SB 1003)** which requires the Board to have a separate agenda item (not on consent agenda) when it is considering approving or rescinding its unconditional commitment to refrain from taking certain actions in violation of the Brown Act.

(Revise BB 3/08)

MANDATED bylaw revised to reflect **NEW LAW (SB 343)** which requires the agenda to specify the location where the public can inspect supporting agenda documents that have been distributed to the Board less than 72 hours before the meeting. Bylaw reorganized to create separate sections detailing dissemination of the agenda to the Board and dissemination to members of the public to include the public's right to inspect public record agenda documents that have been distributed less than 72 hours before the meeting, as added by SB 343.

BB 9323 - Meeting Conduct (12/16)

(BB revised)

Bylaw updated to reflect **NEW LAW** (AB 1787, 2016) which requires the board to provide a member of the public who uses a translator at least twice the allotted time to address the board during board meetings, unless simultaneous translation equipment is used. Bylaw also clarifies that the board may refer a member of the public to an appropriate complaint procedure, but cannot prohibit criticism of district employees, programs, or policies during a board meeting.

(Revise BB 11/06)

MANDATED bylaw revised to more accurately reflect the law re: determining how many board members constitute a quorum when vacancies exist on a seven member Board. Bylaw also contains revised note reflecting **ATTORNEY GENERAL OPINION** opining that an affirmative vote of a majority of the members is necessary for an action to be approved. Bylaw contains new note re: **NEW COURT DECISION** which gives an example of disruptive conduct which would authorize the Board to remove a person from the meeting.

BB/E 9323.2 - Actions by the Board (3/19)

(BB/E(1)/E(2) revised)

Bylaw updated to reference the timelines by which a civil action may be filed to determine the applicability of the Brown Act to past board actions, and to clarify the circumstances under which a board action cannot be invalidated. Exhibit 1 updated to consolidate several items related to situating a community day school on an existing school site, add board action to respond to an emergency facilities condition without giving notice for bids to let contracts (requiring two-thirds vote for three-member boards, or four-fifths vote for five-member and seven-member boards), and reflect **NEW LAW (AB 2249)** which amends the threshold requirements for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act. Section on "Actions Requiring a Unanimous Vote of the Board" updated to further explain the ability to authorize the use of day labor or force account and/or waive the competitive bid process when the board determines that an emergency exists. Exhibit 2 contains minor revision for clarity.

(E revised 10/16)

Minor revision made in E(1) to add requirement for two-thirds vote of the board when a K-8 district chooses to establish a community day school.

(5/16 MR)

(E revised 8/14)

Exhibit updated to reflect **NEW LAW** (AB 97, 2013) which repealed Education Code 17583, including the requirement for a two-thirds vote of the board to transfer excess local funds from a deferred maintenance fund under certain circumstances. List of actions requiring a four-fifths vote of the board expanded to add two resolutions related to district borrowing.

(BB revised; E(2) added 11/12)

Bylaw updated to reflect **NEW LAW (SB 1003)** which expands the types of past Board actions that may be challenged by the district attorney or other interested person provided that certain requirements are met, including the sending of a "cease and desist" letter to the Board within nine months of the alleged violation. New exhibit provides a sample letter that the Board may use to respond to the cease and desist letter with an unconditional commitment to desist from repeating the past action, which would prevent the district attorney or other interested person from filing an action in court.

(BB revised 3/11)

Bylaw updated and reorganized to clarify the circumstances under which the Brown Act permits the Board to discuss or take action on items that are not on the posted agenda. Bylaw also revised to delineate the Board's options upon a receipt of a demand to "cure and correct" an alleged Brown Act violation.

BB 9324 - Minutes and Recordings (12/18)

(BB revised)

Bylaw updated to reflect **NEW LAW (SB 1036)** which prohibits districts from including in board meeting minutes a student's directory information or a parent/guardian's personal information, as defined, when the student or parent/guardian requests that such information be excluded. Bylaw also includes optional statement that the minutes will summarize topics addressed during the public comment period and need not reflect the names of the individuals who comment.

(BB revised 4/14)

Bylaw updated to reflect **NEW LAW** (SB 751, 2013) which requires that minutes of board meetings report the vote or abstention of each member present for the action. Bylaw also adds optional space for the district to specify the position responsible for signing the minutes after approval by the board.

(Revise BB 7/08)

Bylaw revised to include new, optional language specifying that minutes of Board meetings should include a brief summary of the Board's discussion, record which members are present, and record whether a member is not present for the entire meeting due to a late arrival and/or early departure.

BB 9400 - Board Self-Evaluation (7/17)

(BB revised)

Bylaw updated for consistency with CSBA's online board self-evaluation tool and facilitator services. Bylaw also links board self-evaluation to the identification of strategies for strengthening board performance, including board trainings.

SECOND READING & ADOPTION OF REVISED BOARD BYLAWS - 9000 SERIES

NOTE: The CSBA comprehensive index is a standard index system designed to provide a table of contents for this manual while at the same time accommodating future policies/regulations. This manual contains only those Board policies (BP), administrative regulations (AR) and/or exhibits (E) specified in the right-hand column.

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1.	Organization		9100	BB	
	A.	Terms of Office	9110	BB	
	B.	Officers and Auxiliary Personnel	9120		
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		3. Clerk	9123	BB	
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	A.	Qualifications	9210		
	B.	Governing Board Elections	9220	BB	
		1. Recruiting New Board Members	9221		
		2. Resignation	9222	BB	
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		4. Oath or Affirmation	9224	BB	
	C.	Orientation	9230	BB	
	D.	Board Training	9240	BB	
	E.	Remuneration, Reimbursement, and Other Benefits	9250	BB	E
	F.	Legal Protection	9260	BB	
	G.	Conflict of Interest	9270	BB	E
	H	School Board Code of Ethics	9271	BB	
3.	Board Operations		9300		
	A.	Board Policies	9310	BB	
	B.	Meetings and Notices	9320	BB	
		1. Closed Session Purposes and Agendas	9321	BB	
		a. Closed Session Actions and Reports	9321.1	BB	
		2. Agenda/Meeting Materials	9322	BB	
		3. Meeting Conduct	9323	BB	
		a. Order of Business	9323.1		
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	C.	Membership in Associations	9330		
4.	Board Self-Evaluation		9400	BB	

Board Bylaws BB 9000(a)

ROLE OF THE BOARD

The Board of Education has been elected by the community to provide leadership and citizen oversight of the district. The Board shall ensure that the district is responsive to the values, beliefs, and priorities of the community.

The Board shall work with the Superintendent to fulfill its major responsibilities, which include:

1. Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)

2. Establishing an effective and efficient organizational structure for the district by:

   a. Employing the Superintendent and setting policy for hiring of other personnel

(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 2121 - Superintendent's Contract)
(cf. 4000 - Concepts and Roles)
(cf. 4111/4211/4311 - Recruitment and Selection)

   b. Overseeing the development and adoption of policies

(cf. 9310 - Board Policies)

   c. Establishing academic expectations and adopting the curriculum and instructional materials

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

   d. Establishing budget priorities and adopting the budget

(cf. 3000 - Concepts and Roles)
(cf. 3100 - Budget)
(cf. 3312 - Contracts)

   e. Providing safe, adequate facilities that support the district's instructional program

(cf. 3517 - Facilities Inspection)
(cf. 7110 - Facilities Master Plan)

ROLE OF THE BOARD (continued)

(cf. 7150 - Site Selection and Development)
(cf. 7210 - Facilities Financing)

f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)

3. Providing support to the Superintendent and staff as they carry out the Board's direction by:

a. Establishing and adhering to standards of responsible governance

(cf. 9005 - Governance Standards)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9200 - Limits of Board Member Authority)
(cf. 9270 - Conflict of Interest)

b. Making decisions and providing resources that support district priorities and goals

c. Upholding Board policies

d. Being knowledgeable about district programs and efforts in order to serve as effective spokespersons

(cf. 9240 - Board Development)
(cf. 9400 - Board Self-Evaluation)

4. Ensuring accountability to the public for the performance of the district's schools by:

a. Evaluating the Superintendent and setting policy for the evaluation of other personnel

(cf. 2140- Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4215 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)

b. Monitoring and evaluating the effectiveness of policies

c. Serving as a judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements

ROLE OF THE BOARD (continued)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4117.3 - Personnel Reduction)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4144/4244/4344 - Complaints)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

d. Monitoring student achievement and program effectiveness and requiring program changes as necessary

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6190 - Evaluation of the Instructional Program)

e. Monitoring and adjusting district finances

(cf. 3460 - Financial Reports and Accountability)

f. Monitoring the collective bargaining process

5. Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels

(cf. 0510 - School Accountability Report Card)
(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 1160 - Political Processes)
(cf. 1400 - Relations between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations between Private Industry and the Schools)
(cf. 9010 - Public Statements)

The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law. (Education Code 35160)

Legal Reference: (see next page)

ROLE OF THE BOARD (continued)

Legal Reference:

EDUCATION CODE
5304 Duties of governing board (re school district elections)
12400-12405 Authority to participate in federal programs
17565-17592 Board duties re property maintenance and control
33319.5 Implementation of authority of local agencies
35000 District name
35010 Control of district; prescription and enforcement of rules
35020-35046 Officers and agents
35100-35351 Governing boards, especially:
35160-35185 Powers and duties
35291 Rules

Management Resources:

CSBA PUBLICATIONS
Professional Governance Standards, November 2000
NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
The Key Work of School Boards, 2000
WEB SITES
CSBA: http://www.csba.org
National School Boards Association: http://www.nsba.org

GOVERNANCE STANDARDS

The Board of Education believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 - Role of the Board)
(cf. 9270 - Conflict of Interest)

The Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus

2. Value, support and advocate for public education

(cf. 9010 - Public Statements)

3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community

4. Act with dignity, and understand the implications of demeanor and behavior

5. Keep confidential matters confidential

(cf. 9011 - Disclosure of Confidential/Privileged Information)

6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader

(cf. 9240 - Board Development)

7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff

(cf. 2110 - Superintendent Responsibilities and Duties)

8. Understand that authority rests with the Board as a whole and not with individuals

(cf. 9200 - Limits of Board Member Authority)

GOVERNANCE STANDARDS (continued)

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the district focused on learning and achievement for all students

2. Communicate a common vision

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)

3. Operate openly, with trust and integrity

4. Govern in a dignified and professional manner, treating everyone with civility and respect

5. Govern within Board-adopted policies and procedures

(cf. 9310 - Board Policies)

6. Take collective responsibility for the Board's performance

7. Periodically evaluate its own effectiveness

(cf. 9400 - Board Self-Evaluation)

8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations

(cf. 1220 - Citizen Advisory Committees)
(cf. 9323 - Meeting Conduct)

Legal Reference: (see next page)

GOVERNANCE STANDARDS (continued)

Legal Reference:

EDUCATION CODE
35010 Power of governing board to adopt rules for its own governance
35160 Board authority to act in any manner not conflicting with law
35164 Actions by majority vote
GOVERNMENT CODE
1090 Financial interest in contract
1098 Disclosure of confidential information
1125-1129 Incompatible activities
54950-54963 The Ralph M. Brown Act
87300-87313 Conflict of interest code

Management Resources:

CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
WEB SITES
CSBA: http://www.csba.org

Board Bylaws

PUBLIC STATEMENTS

The Board of Education recognizes the responsibility of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the district, and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding district issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate its positions and to abide by established protocols.

All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or other designated representative.

(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 9121 - President)
(cf. 9200 - Limits of Board Member Authority)

When speaking for the district, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board. (Government Code 54963)

(cf. 9005 - Governance Standards)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for district students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 1340 - Access to District Records)
(cf. 9012 - Board Member Electronic Communications)

PUBLIC STATEMENTS

Legal Reference:

EDUCATION CODE
35010 Control of district; prescription and enforcement of rules
GOVERNMENT CODE
6250-6270 California Public Records Act
54960 Actions to stop or prevent violation of meeting provisions
54963 Confidential information in closed session

Management Resources:

WEB SITES
CSBA: http://www.csba.org

Board Bylaws BB 9011(a)

DISCLOSURE OF CONFIDENTIAL/PRIVILEGED INFORMATION

The Board of Education recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9010 - Public Statements)

Disclosure of Closed Session Information

A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the Board has authorized its disclosure. (Government Code 54963)

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session. (Government Code 54963)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

The Board shall not take any action against any person for disclosing confidential information, nor shall the disclosure be considered a violation of the law or Board policy, when the person is: (Government Code 54963)

1. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session

2. Expressing an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action

3. Disclosing information that is not confidential

Other Disclosures

A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may

DISCLOSURE OF CONFIDENTIAL/PRIVILEGED INFORMATION (continued)

not be disclosed, or information that may have a material financial effect on the Board member. (Government Code 1098)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 5125 - Student Records)

Disclosures excepted from this prohibition are those made to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities. (Government Code 1098)

Legal Reference:

EDUCATION CODE
35010 Power of governing board to adopt rules for its own governance
35146 Closed session
EVIDENCE CODE
1040 Privilege for official information
GOVERNMENT CODE
1098 Public officials and employees re confidential information
3549.1 Meeting and negotiating in public educational employment
6250-6270 Inspection of public records
54950-54963 Brown Act, especially:
54956.8 Open meeting laws
54956.9 Closed meeting for pending litigation
54957 Closed session; "employee" defined; exclusion of witnesses
54957.1 Subsequent public report and rollcall vote; employee matters in closed session
54957.5 Public records
54957.6 Closed session; representatives with employee organization
54957.7 Reasons for closed session
54963 Confidential information in closed session
ATTORNEY GENERAL OPINIONS
80 Ops.Cal.Atty.Gen. 231 (1997)

Management Resources:

CSBA PUBLICATIONS
Professional Governance Standards, November 2000
WEB SITES
CSBA: http://www.csba.org

Board Bylaws BB 9012(a)

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The Board of Education recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting nor to circumvent the public's right to access records regarding district business.

(cf. 1100 - Communication with the Public)
(cf. 9000 - Role of the Board)
(cf. 9322 - Agenda/Meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

In addition, Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 9005 - Governance Standards)

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

(cf. 9121 - President)
(cf. 9200 - Limits of Board Member Authority)

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage device for easy retrieval.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE
35140 Time and place of meetings
35145 Public meetings
35145.5 Agenda; public participation; regulations
35147 Open meeting law exceptions and applications
GOVERNMENT CODE
6250-6270 California Public Records Act
11135 State programs and activities, discrimination
54950-54963 The Ralph M. Brown Act, especially:
54952.2 Meeting, defined
54953 Meetings to be open and public; attendance
54954.2 Agenda posting requirements, board actions
COURT DECISIONS
City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS
Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017
The Brown Act: School Boards and Open Meeting Laws, rev. 2014
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003
WEB SITES
CSBA: http://www.csba.org
CSBA, Agenda Online: https://www.csba.org/ProductsAndServices/AllServices/AgendaOnline.aspx
California Attorney General's Office: https://oag.ca.gov

Board Bylaws BB 9100(a)

ORGANIZATION

Annual Organizational Meeting

Each year, the Board of Education shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members

2. Appoint the Superintendent as secretary to the Board

3. Authorize signatures

4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters

5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

(cf. 9140 - Board Representatives)

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9230 - Orientation)
(cf. 9240 - Board Development)
(cf. 9320 - Meetings and Notices)
(cf. 9323 - Meeting Conduct)

ORGANIZATION (continued)

Election of Officers

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Legal Reference:
EDUCATION CODE
5017 Term of office
35143 Annual organizational meeting date, and notice
35145 Public meetings
GOVERNMENT CODE
54953 Meetings to be open and public; attendance
ATTORNEY GENERAL OPINIONS
68 Ops.Cal.Atty.Gen. 65 (1985)
59 Ops.Cal.Atty.Gen. 619, 621-622 (1976)

TERMS OF OFFICE

The Board of Education shall consist of five members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each year in which the Board's elections are regularly held. (Education Code 35012)

(cf. 9220 - Governing Board Elections)

The term of office for Board members elected in regular elections shall be four years, commencing on the second Friday in December following their election. (Education Code 5017)

(cf. 9223 - Filling Vacancies)
(cf. 9224 - Oath or Affirmation)
(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Board members whose terms have expired shall continue to discharge the duties of office until their successors have qualified by taking the oath of office. (Education Code 5017; Government Code 1302, 1360)

If a regularly scheduled Board election date is changed due to consolidation with a statewide or municipal general election, the term of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Legal Reference:
EDUCATION CODE
5000-5033 Election of school district board members
35010 Control of district
35012 Board members; number, election and terms
35107 Eligibility
ELECTIONS CODE
1302 Local elections, school district election
10400-10418 Consolidation of elections
14050-14057 California Voter Participation Rights Act
GOVERNMENT CODE
1302 Continuance in office until qualification of successor
1303 Exercising functions of office without having qualified
1360 Necessity of taking constitutional oath

Management Resources:
WEB SITES
CSBA: http//www.csba.org

Board Bylaws BB 9121(a)

PRESIDENT

The Board of Education shall elect a president from among its members to provide leadership on behalf of the governance team and the educational community it serves.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9100 - Organization)

To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the president shall:

1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

2. Consult with the Superintendent or designee on the preparation of Board meeting agendas

(cf. 9322 - Agenda/Meeting Materials)

3. Call the meeting to order at the appointed time and preside over the meeting

4. Announce the business to come before the Board in its proper order

5. Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act

6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference

7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused

8. Rule on issues of parliamentary procedure

9. Put motions to a vote, and clearly state the results of the vote

(cf. 9323 - Meeting Conduct)

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

PRESIDENT (continued)

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts, orders, and resolutions necessary to comply with legal requirements and carry out the will of the Board

2. Working with the Superintendent or designee to ensure that Board members have necessary materials and information

3. Subject to Board approval, appointing and dissolving all committees

(cf. 9130 - Board Committees)

4. In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in communications with the media

(cf. 1112 - Media Relations)

5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The president may participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.

(cf. 9240 - Board Training)

When the president resigns or is absent, the vice president shall perform the president's duties. When both the president and vice president are absent, the clerk shall perform the president's duties.

(cf. 9123 - Clerk)

Legal Reference: (see next page)

PRESIDENT (continued)

Legal Reference:
EDUCATION CODE
35022 President of the board
35143 Annual organizational meetings; dates and notice
GOVERNMENT CODE
54950-54963 Ralph M. Brown Act

Management Resources:
CSBA PUBLICATIONS
Call to Order: A Blueprint for Great Board Meetings, 2015
Board Presidents' Handbook, revised 2002
CSBA Professional Governance Standards, 2000
WEB SITES
CSBA: http://www.csba.org

Board Bylaws BB 9122

SECRETARY

The Board of Education shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board agenda

(cf. 9322 - Agenda/Meeting Materials)

2. Record, distribute and maintain the Board minutes

(cf. 9324 - Minutes and Recordings)

3. Maintain Board records and documents

4. Conduct official correspondence for the Board

5. As directed by the Board, sign and execute official papers

6. Perform other duties as assigned by the Board

(cf. 2111 - Superintendent Governance Standards)

Legal Reference:
EDUCATION CODE
35025 Secretary and bookkeeper
35143 Annual organizational meetings; dates and notice
35250 Duty to keep certain records and reports
GOVERNMENT CODE
54950-54963 Ralph M. Brown Act

Management Resources:
CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
WEB SITES
CSBA: http://www.csba.org

Board Bylaws BB 9123

CLERK

The Board of Education shall elect a clerk from its own membership at the annual organizational meeting. (Education Code 35143)

(cf. 9100 - Organization)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required

2. Maintain such other records or reports as required by law

3. Sign documents on behalf of the district as directed by the Board

4. Serve as presiding officer in the absence of the president and vice president

(cf. 9121 - President)

5. Notify Board members and members-elect of the date and time for the annual organizational meeting

6. Perform any other duties assigned by the Board

Legal Reference:

EDUCATION CODE
17593 Repair and supervision of property (duty of district clerk)
35038 Appointment of clerk by county superintendent of schools
35039 Dismissal of clerk
35121 Appointment of clerk in certain city and high school districts
35143 Annual organizational meetings
35250 Duty to keep certain records and reports
38113 Duty of clerk (re provision of school supplies)
GOVERNMENT CODE
54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
WEB SITES
CSBA: http://www.csba.org

Bylaw adopted:

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

Board Bylaws BB 9124(a)

ATTORNEY

The Board of Education recognizes the complex legal environment in which districts operate and desires reliable, high-quality legal advice at reasonable rates. In order to meet the district's legal needs, the Board may contract with county counsel, attorneys in private practice, or appoint legal counsel as a district employee or independent contractor. The Board also supports pursuing collaborative legal efforts with other agencies and districts as appropriate.

(cf. 3320 - Claims and Actions Against the District)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)
(cf. 9260 - Legal Protection)

Duties of Legal Counsel

The district's legal counsel may: (Education Code 35041.5)

1. Render legal advice to the Board and the Superintendent or designee

2. Serve the Board and the Superintendent or designee in the preparation and conduct of district litigation and administrative proceedings

3. Render advice on school bond and tax increase measures and prepare the necessary forms for the voting of these measures

4. Perform other administrative duties as assigned by the Board and Superintendent or designee

Retaining Legal Counsel

When the district is seeking legal advice or Request for Quote (RFQ), the Superintendent or designee may initiate a Request for Proposals (RFP) to advertise and solicit proposals for legal services. In evaluating the proposals, the Board and Superintendent shall consider the firm's or attorney's background, experience, and reputation in education law; experience advising or representing school districts in California; fees; and experience of attorneys at the firm who will provide legal services.

The Board and Superintendent may annually evaluate the performance of the firm and/or attorneys providing legal services in such areas as efficiency and adequacy of advice; results obtained for the district; reasonableness of fees; and responsiveness to and interactions with the Board, administration, and community. Upon a successful evaluation, the Board may renew the agreement with legal counsel without initiating an RFP or an RFQ.

ATTORNEY (continued)

The Board may also contract for temporary, specialized legal services without initiating an RFP or RFQ when a majority of the Board determines that the unique demands of a particular issue or emergency situation so requires.

(cf. 2121 - Superintendent's Contract)

Contacting Legal Counsel

At his/her discretion, the Board president or Superintendent may confer with district legal counsel subject to any limits or parameters established by the Board. In addition, the Superintendent or Board president may contact district legal counsel to provide the Board with legal information or advice when so directed by a majority of the Board.

Individual Board members other than the Board president may not seek advice from district legal counsel on matters of district business unless so authorized by a majority of the Board.

(cf. 9200 - Limits of Board Member Authority)
(cf. 9321 - Closed Session Purposes and Agendas)

Legal Reference: (see next page)

ATTORNEY (continued)

Legal Reference:

EDUCATION CODE
35041 Administrative adviser
35041.5 Legal counsel
35161 Powers and duties of governing board
35200-35214 Liabilities, especially:
35204 Contract with attorney in private practice
35205 Contract for legal services
GOVERNMENT CODE
814-895.8 Liability of public entities and public employees
995-996.6 Defense of public employees
26520 Legal services to school districts
53060 Special services and advice

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2014
NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
Selecting and Working with a School Attorney: A Guide for School Boards, 1997
WEB SITES
CSBA: http://www.csba.org
California Council of School Attorneys:
http://www.csba.org/LegislationAndLegal/Legal/CaliforniaCouncilOfSchoolAttorneys.aspx
National School Boards Association: http://www.nsba.org
State Bar of California: http://www.calbar.ca.gov

BOARD COMMITTEES

The Board of Education may establish a committee whenever it determines that such a committee would benefit the district by providing diverse viewpoints, specialized knowledge or expertise, or increased efficiency. Such committees may be subcommittees of the Board or committees that include members of the community, staff, or other stakeholder groups.

(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 9140 - Board Representatives)

Upon establishing a committee, the Board shall clearly define the committee's purpose, any timeline for completion of assigned responsibilities, any stakeholder groups or individuals to be represented on the committee, length of time that committee members are expected to serve, and expectations for reporting to the Board and/or the Superintendent or designee. Unless specifically authorized by the Board to act on its behalf, the committee shall act in an advisory capacity.

The Superintendent or designee shall provide committee members with information and assistance necessary for the fulfillment of the committee's charges, and may serve as a non-voting advisor to the committee at the discretion of the Board.

Whenever so charged, committees may actively seek input and participation by parents/guardians, staff, community, and students and may consult with local public boards and agencies.

Any committee not required by law may be dissolved when its duties or term has been completed.

Committee Meetings

Unless otherwise exempted by law, Board-created committees shall provide public notice of their meetings and conduct meetings in accordance with Government Code 54950-54963 (the Brown Act).

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

However, Board subcommittees composed solely of less than a quorum of the members of the Board are not subject to open meeting laws unless they are standing committees. Standing committees of the Board, irrespective of membership, are those that have a continuing subject matter jurisdiction or a meeting schedule established by action of the Board. (Government Code 54952)

BOARD COMMITTEES (continued)

Standing committees with a continuing subject matter jurisdiction include, but are not limited to, those responsible for providing advice on budgets, audits, Board policy, contracts, and personnel matters at the Board's request.

(cf. 3100 - Budget)
(cf. 3430 - Investing)
(cf. 9310 - Board Policies)

When a majority of the members of the Board attend an open and noticed meeting of a standing committee, the Board members who are not members of the standing committee shall attend only as observers. (Government Code 54952.2)

Whenever any advisory or standing committee, including a committee not otherwise subject to the Brown Act, posts a meeting agenda at least 72 hours in advance of the meeting, that meeting shall be considered as a regular meeting of the Board for purposes of the Brown Act and therefore must be held within district boundaries unless otherwise authorized by law. (Government Code 54954)

Committees may meet in a closed session during a regular or special meeting only for those purposes specifically authorized by law for closed sessions held by the Board.

(cf. 9321 - Closed Session Purposes and Agendas)

Legal Reference:

EDUCATION CODE
35010 Control of district; prescription and enforcement of rules
35024 Executive committee
35160 Authority of governing boards
35160.1 Broad authority of school districts
GOVERNMENT CODE
54950-54963 The Brown Act, especially:
54952 Legislative body, definition
54952.2 Definition of meeting
54954 Time and place of regular meetings; special meetings; emergencies
54954.3 Opportunity for public to address legislative body
54957 Closed session purposes
COURT DECISIONS
Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781
ATTORNEY GENERAL OPINIONS
81 Ops.Cal.Atty.Gen. 156 (1998)
80 Ops.Cal.Atty.Gen. 308 (1997)
79 Ops.Cal.Atty.Gen. 69 (1996)

Management Resources: (see next page)

BOARD COMMITTEES (continued)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 2014

WEB SITES

CSBA: http://www.csba.org

National School Boards Association: http://www.nsba.org

BOARD REPRESENTATIVES

The Board of Education recognizes that effective performance of its community leadership responsibilities may require its participation in district or community committees on matters of concern to the district and its students. As needed, the Board or Superintendent may appoint any of its members to serve as its representative on a district committee or on a committee of another public agency or organization of which the Board or district is a member or to which the Board or Superintendent is invited to participate.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 9000 - Role of the Board)
(cf. 9130 - Board Committees)
(cf. 9270 - Conflict of Interest)
(cf. 9320 - Meetings and Notices)

When making such appointments, the Board or Superintendent shall clearly specify the authority and responsibilities of the representative(s), including, but not limited to, reporting back to the Board or Superintendent regarding committee activities and/or actions. Board or Superintendent representatives shall not exercise the authority of the Board or Superintendent without prior Board approval.

(cf. 9005 - Governance Standards)
(cf. 9200 - Limits of Board Member Authority)

If a committee discusses a topic on which the Board has taken a position, the Board member shall express the position of the Board. When contributing his/her own ideas or opinions, the representative shall clearly indicate that he/she is expressing his/her individual idea or opinion.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9010 - Public Statements)

Board Representative to Elect Members of County Committee on School District Organization

At its annual organizational meeting, the Board shall designate one Board member as its representative to elect members to the county committee on school district organization. (Education Code 35023)

(cf. 9100 - Organization)

Legal Reference: (see next page)

BOARD REPRESENTATIVES (continued)

Legal Reference:

EDUCATION CODE
4000-4014 County committees on school district organization
35020-35046 School district officers and agents (power of governing board to employ or appoint)
35160 Authority of governing boards
GOVERNMENT CODE
54952.2 Meetings

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California Department of Education District Organization Handbook, 2010

Board Bylaws BB 9200(a)

LIMITS OF BOARD MEMBER AUTHORITY

The Board of Education recognizes that the Board is the unit of authority over the district and that a Board member has no individual authority. Board members shall hold the education of students above any partisan principle, group interest, or personal interest.

(cf. 1160 - Political Processes)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9270 - Conflict of Interest)
(cf. 9323 - Meeting Conduct)

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Superintendent. Board members shall refer Board-related correspondence to the Superintendent for forwarding to the Board or for placement on the Board's agenda, as appropriate.

(cf. 1340 - Access to District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9322 - Agenda/Meeting Materials)

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

A Board member whose child is attending a district school should be aware of his/her role as a Board member when interacting with district employees about his/her child. Because his/her position as a Board member may inhibit the performance of school personnel, the Board member should inform the Superintendent or designee before volunteering in his/her child's classroom.

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

LIMITS OF BOARD MEMBER AUTHORITY (continued)

The Superintendent or designee may provide a copy of the state's open meeting laws (Brown Act) to each Board member and to anyone who is elected to the Board but has not yet assumed office.

Board members and persons elected to the Board who have not yet assumed office are responsible for complying with the requirements of the Brown Act. (Government Code 54952.1)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
7054 Use of district property
35010 Control of district; prescription and enforcement of rules
35100-35351 Governing boards, especially:
35160-35184 Powers and duties
35291 Rules
35292 Visits to schools (Board members)
51101 Rights of parents/guardians
GOVERNMENT CODE
54950-54962 The Ralph M. Brown Act, especially:
54952.1 Member of a legislative body of a local agency
54952.7 Copies of chapter to members of legislative body

Management Resources:

CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
WEB SITES
CSBA: http://www.csba.org

GOVERNING BOARD ELECTIONS

Board Member Qualifications

Any person is eligible to be a member of the Board of Education, without further qualifications, if he/she is 18 years of age or older, a citizen of California, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when he/she has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

A district employee elected to the Board shall resign his/her employment before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

(cf. 9224 - Oath of Affirmation)
(cf. 9270 - Conflict of Interest)

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee may provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

(cf. 9230 - Orientation)
(cf. 9240 - Board Training)

Consolidation of Elections

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. The district shall move its election to the next state statewide election date, unless the Board has adopted a plan by January 1, 2018 to consolidate Board elections not later than the November 8, 2022 statewide general election. (Elections Code 14051, 14052)

GOVERNING BOARD ELECTIONS (continued)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

(cf. 9110 - Terms of Office)

Elections Process and Procedures

Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office.

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 9005 - Governance Standards)

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term

GOVERNING BOARD ELECTIONS (continued)

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

(cf. 9223 - Filling Vacancies)

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

Tie Votes in Board Member Elections

Before each election, the Board shall decide whether to resolve a potential tie by lot or by a runoff election. If the Board has decided to resolve a tie by lot, the Board shall, immediately after the election, notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. If the Board has decided to resolve a tie with a runoff election, the Board shall schedule the runoff election in accordance with law. (Education Code 5016)

Legal Reference: (see next page)

GOVERNING BOARD ELECTIONS (continued)

Legal Reference:

EDUCATION CODE
1006 Qualifications for holding office, county board of education
5000-5033 Elections
5220-5231 Elections
5300-5304 General provisions (conduct of elections)
5320-5329 Order and call of elections
5340-5345 Consolidation of elections
5360-5363 Election notice
5380 Compensation (of election officer)
5390 Qualifications of voters
5420-5426 Cost of elections
5440-5442 Miscellaneous provisions
7054 Use of district property
35107 Eligibility; school district employees
35177 Campaign expenditures or contributions
35239 Compensation of governing board member of districts with less than 70 ADA
ELECTIONS CODE
20 Public office eligibility
1302 Local elections, school district election
2201 Grounds for cancellation
4000-4008 Elections conducted wholly by mail
10010 District boundaries
10400-10418 Consolidation of elections
10509 Notice of election by secretary
10600-10604 School district elections
13307 Candidate's statement
13308 Candidate's statement contents
13309 Candidate's statement, indigence
14025-14032 California Voting Rights Act
14050-14057 California Voter Participation Rights Act
20440 Code of Fair Campaign Practices
GOVERNMENT CODE
1021 Conviction of crime
1097 Illegal participation in public contract
12940 Nondiscrimination, Fair Employment and Housing Act
81000-91014 Political Reform Act
PENAL CODE
68 Bribes
74 Acceptance of gratuity
424 Embezzlement and falsification of accounts by public officers
661 Removal for neglect or violation of official duty

Legal Reference continued: (see next page)

GOVERNING BOARD ELECTIONS (continued)

Legal Reference: (continued)
CALIFORNIA CONSTITUTION
Article 2, Section 2 Voters, qualifications
Article 7, Section 7 Conflicting offices
Article 7, Section 8 Disqualification from office
UNITED STATES CODE, TITLE 52
10301-10508 Voting Rights Act
COURT DECISIONS
Rey v. Madera Unified School District, (2012) 203 Cal. App. 4th 1223
Randall v. Sorrell, (2006) 126 S.Ct. 2479
Sanchez v. City of Modesto, (2006) 145 Cal. App. 4th 660
Dusch v. Davis, (1967) 387 U.S. 112
ATTORNEY GENERAL OPINIONS
85 Ops.Cal.Atty.Gen. 49 (2002)
83 Ops.Cal.Atty.Gen. 181 (2000)
81 Ops.Cal.Atty.Gen. 98 (1998)
69 Ops.Cal.Atty.Gen. 290 (1986)

Management Resources:
CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS
Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017
WEB SITES
CSBA: http://www.csba.org
California Secretary of State's Office: http://www.sos.ca.gov
Fair Political Practices Commission: http://www.fppc.ca.gov
Institute for Local Self Government: http://www.ca-ilg.org

Board Bylaws BB 9222

RESIGNATION

A member of the Board of Education who wishes to resign from the Board shall file a written resignation with the County Superintendent of Schools. (Education Code 5090)

The resigning Board member shall also notify the Board and give a copy of his/her written resignation to the Board secretary.

The resignation shall become effective when filed with the County Superintendent, except when a deferred effective date is specified in the resignation. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. (Education Code 5090, 5091)

Once filed, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090)

A Board member who tenders his/her resignation with a deferred effective date shall, until the effective date of the resignation, continue to exercise all the powers of the office, except that he/she shall not have the right to vote for his/her successor in an action taken by the Board to make a provisional appointment. (Education Code 5091, 35178)

(cf. 9223 - Filling Vacancies)

A Board member who resigns shall file, within 30 days of leaving office, a revised Statement of Economic Interest/Form 700 covering the period of time between the closing date of the last statement required to be filed and the date he/she leaves office. (Government Code 87302, 87500)

(cf. 9270 - Conflict of Interest)

Legal Reference:

EDUCATION CODE
5090-5095 Vacancies on the board
35178 Resignation with deferred effective date
GOVERNMENT CODE
1770 Vacancy on the board
87300-87313 Conflict of interest code
87500 Statement of economic interests

Management Resources:

CSBA PUBLICATIONS
Filling a Board Vacancy, rev. December 2010
WEB SITES
CSBA: http://www.csba.org

Bylaw adopted:

Board Bylaws BB 9223(a)

FILLING VACANCIES

Events Causing a Vacancy

A vacancy on the Board of Education may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)

2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)

3. A Board member's resignation (Government Code 1770)

   A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including by recall (Elections Code 11384; Government Code 1770)

5. A Board member's ceasing to be a resident of the district (Government Code 1770)

   A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

6. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)

   a. Upon district business with the approval of the Board

   b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

   In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

FILLING VACANCIES (continued)

c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)

(cf. 9224 - Oath or Affirmation)

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)

11. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

12. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

FILLING VACANCIES (continued)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)

3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

(cf. 9220 - Governing Board Elections)

Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board may advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

(cf. 9130 - Board Committees)
(cf. 9323.2 - Actions by the Board)

Within 10 days after the appointment is made, the Board may post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall b

FILLING VACANCIES (continued)

published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation

2. The full name of the appointee

3. The date of appointment

4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

(cf. 9100 - Organization)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Legal Reference: (see next page)

FILLING VACANCIES (continued)

Legal Reference:

EDUCATION CODE
5000-5033 Elections
5090-5095 Vacancies
5200-5208 Districts governed by boards of education
5300-5304 Elections
5320-5329 Order and call of election
5340-5345 Consolidation of elections
5360-5363 Election notice
5420-5426 Cost of elections
5440-5442 Miscellaneous provisions, elections
35107 Eligibility of board members
35178 Resignation with deferred effective date
ELECTIONS CODE
10600-10604 School district elections
11381-11386 Candidates for recall
GOVERNMENT CODE
1064 Absence from state
1770 Vacancies: definition
3000-3003 Forfeiture of office
3060-3075 Removal other than by impeachment
6061 One time notice
54950-54963 The Ralph M. Brown Act
PENAL CODE
88 Bribery, forfeiture from office
UNITED STATES CODE, TITLE 18
704 Military medals or decorations
ATTORNEY GENERAL OPINIONS
58 Ops.Cal.Atty.Gen. 888 (1975)

Management Resources:

CSBA PUBLICATIONS
Filling a Board Vacancy, rev. December 2010
WEB SITES
CSBA: http://www.csba.org
California State Attorney General's Office, Quo Warranto Applications: http://ag.ca.gov/opinions/quo_warranto.php

Board Bylaws BB 9224

OATH OR AFFIRMATION

Prior to entering upon the duties of their office, all Board of Education members shall take the oath or affirmation required by law. (California Constitution, Article 20, Section 3; Government Code 1360)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

The oath may be administered and certified by a Board member, secretary or assistant secretary to the Board, Superintendent, deputy or assistant superintendent, principal, or County Superintendent of Schools or any other person authorized in Education Code 60.

The executed oath shall be filed with the County Clerk. (Government Code 1363)

Legal Reference:

EDUCATION CODE
60 Persons authorized to administer and certify oaths
GOVERNMENT CODE
1303 Misdemeanor for failure to take oath
1360-1369 Oath of office
3100-3109 Oath or affirmation of allegiance
CALIFORNIA CONSTITUTION
Article 20, Section 3 Oath of office
COURT DECISIONS
Chilton v. Contra Costa Community College District (1976) 55 Cal. App. 3d 544
Vogel v. County of Los Angeles (1967) 68 Cal. 2d 18, 22

Board Bylaws BB 9230(a)

ORIENTATION

The Board of Education recognizes the importance of providing all newly elected or appointed Board members with support and information to assist them in becoming effective members of the Board. Incoming Board members shall be provided an orientation designed to build their knowledge of the district and an understanding of the responsibilities of their position. Such orientation may include the provision of information, support, and/or training related to Board functions, policies, protocols, and standards of conduct.

(cf. 9000 - Role of the Board)
(cf. 9220 - Governing Board Elections)
(cf. 9223 - Filling Vacancies)

As early as possible following the election or appointment of Board members, one or more orientation sessions may be held during open meeting(s) of the Board. The Board president and the Superintendent or designee shall develop an agenda for the meeting(s) and shall identify resources that may be useful for incoming Board members.

(cf. 9121 - President)

Upon their election or appointment, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office. Additional information for incoming Board members may include, but is not limited to, Board bylaws related to the limits of individual Board member authority, the conduct of Board meetings, and other Board operations; governance standards for ethical conduct; legal requirements related to conflict of interest and prohibited political activity; protocols for speaking with district staff, members of the public, and the media; and publications on effective governance practices.

(cf. 1112 - Media Relations)
(cf. 1160 - Political Processes)
(cf. 9005 - Governance Standards)
(cf. 9010 - Public Statements)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9012 - Board Member Electronic Communications)
(cf. 9200 - Limits of Board Member Authority)
(cf. 9270 - Conflict of Interest)
(cf. 9323 - Meeting Conduct)

In addition, the Superintendent or designee may provide incoming Board members with specific background information regarding the district, including, but not limited to, the district's vision and goals statements, local control and accountability plan and other comprehensive plans, student demographic data, student achievement data, district policy manual, district budget, and minutes of recent open Board meetings.

ORIENTATION (continued)

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee may offer incoming Board members a tour of district schools and facilities, and may introduce them to district and school site administrators and other staff.

Incoming members are encouraged, at district expense and with approval of the Board, to attend the California School Boards Association's Orientation for New Trustees, Institute for New and First-Term Board Members, and workshops and conferences relevant to the needs of the individual member, the Board as a whole, or the district.

(cf. 9240 - Board Training)
(cf. 9320 - Meetings and Notices)

Legal Reference:

EDUCATION CODE
33360 Department of Education and statewide association of school district boards; annual workshops
33362-33363 Reimbursement of expenses; board member or member-elect
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act, especially:
54952.1 Member of a legislative body
54952.2 Open meeting laws; posting agenda; board actions
54952.7 Copies of Brown Act to board members

Management Resources:

CSBA PUBLICATIONS
Professional Governance Standards for School Boards
The Brown Act: School Boards and Open Meeting Laws, rev. December 2014
WEB SITES
CSBA: http://www.csba.org

Board Bylaws BB 9240(a)

BOARD TRAINING

The Board of Education believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. Board members may be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)

The Board and/or the Superintendent or designee shall provide an orientation to newly elected or appointed Board members which includes comprehensive information regarding Board roles, policies, and procedures and the district's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law.

(cf. 9230 - Orientation)

All Board members are encouraged to continuously participate in advanced training offered by the California School Boards Association in order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the district on issues that involve the entire governance team.

Funds for board training may be budgeted annually for the Board and each Board member, if feasible for the district budget. In selecting appropriate activities, the Board and/or individual Board members shall consider activities that are aligned with the district's vision and goals and the needs of the Board or individual member to obtain specific knowledge and skills.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 3100 - Budget)
(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

Board members may attend a conference or similar public gathering with other Board members and/or with the Superintendent or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the

BOARD TRAINING (continued)

scheduled program, business of a specified nature that is within the district's jurisdiction, so as not to violate the Brown Act open meeting laws pursuant to Government Code 54952.2.

(cf. 9320 - Meetings and Notices)

Board members are encouraged to report to the Board, orally or in writing, on the board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and district.

Legal Reference:
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act, especially:
54952.2 Meeting

Management Resources:
CSBA PUBLICATIONS
Professional Governance Standards for School Boards
WEB SITES
CSBA: http://www.csba.org
California County Boards of Education: http://www.theccbe.org
National School Boards Association: http://www.nsba.org

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Compensation

Each member of the Board of Education may receive the maximum monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings he/she attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 35120)

Student Board members shall receive no compensation for meetings attended. (Education Code 35012)

(cf. 9150 - Student Board Members)

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, telephone, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

(cf. 1160 - Political Processes)
(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)
(cf. 3513.1 - Cellular Phone Reimbursement)

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board. (Education Code 35044)

(cf. 9240 - Board Development)

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Health and Welfare Benefits for Current Board Members

Board members may participate in the health and welfare benefits program provided for district employees.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and welfare benefits for Board members shall be no greater than that received by the district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

Legal Reference: (see next page)

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)

Legal Reference:

EDUCATION CODE
33050-33053 General waiver authority
33362-33363 Reimbursement of expenses for attendance at workshops
35012 Board members; number, election and term
35044 Payment of traveling expenses of representatives of board
35120 Compensation for services as member of governing board
35172 Promotional activities
44038 Cash deposits for transportation purchased on credit
FAMILY CODE
297-297.5 Rights, protections and benefits under law; registered domestic partners
GOVERNMENT CODE
8314 Use of public resources
20322 Elective officers; election to become member
20420-20445 Membership in Public Employees' Retirement System; definition of safety employees
53200-53209 Group insurance
54952.3 Simultaneous or serial meetings; announcement of compensation
HEALTH AND SAFETY CODE
1373 Health services plan, coverage for dependent children
INSURANCE CODE
10277-10278 Group and individual health insurance, coverage for dependent children
UNITED STATES CODE, TITLE 26
403 Tax-sheltered annuities
UNITED STATES CODE, TITLE 42
18011 Right to maintain existing health coverage
CODE OF FEDERAL REGULATIONS, TITLE 26
1.403(b)-2 Tax-sheltered annuities, definition of employee
COURT DECISIONS
Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598
Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578
ATTORNEY GENERAL OPINIONS
91 Ops.Cal.Atty.Gen. 37 (2008)
83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
Sample Expense and Use of Public Resources Policy Statement, January 2006
INTERNAL REVENUE SERVICE PUBLICATIONS
Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-Exempt Organizations, Publication 571, rev. February 2013
WEB SITES
CSBA: http://www.csba.org
Institute for Local Government: http://www.ca-ilg.org
Internal Revenue Service: http://www.irs.gov
Public Employees' Retirement System: http://www.calpers.ca.gov

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

RESOLUTION ON BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Board of Education of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that *(name of Board member)* did not attend the Board meeting(s) on *(dates)* for the following reason(s): *(check applicable reasons)*

[ ] Performance of other designated duties for the district during the time of the meeting
[ ] Illness or jury duty
[ ] Hardship deemed acceptable by the Board

NOW THEREFORE BE IT RESOLVED that the Board of the San Ysidro School District approves full compensation of the Board member for the month of _____.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a regular meeting, by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

Attest:

_____ _____
Secretary President

Board Bylaws BB 9260(a)

LEGAL PROTECTION

Liability Insurance

The Board of Education shall provide insurance necessary to protect Board members and employees while acting within the scope of their office or employment in accordance with Education Code 35208.

(cf. 3530 - Risk Management/Insurance)

Protection Against Liability

No Board member shall be liable for harm caused by his/her act or omission when acting within the scope of district responsibilities. The act or omission must be in conformity with federal, state and local laws and made in furtherance of an effort to control, discipline, expel or suspend a student, or maintain order or control in the classroom or school. (20 USC 6736)

The protection against liability shall not apply when: (20 USC 6736)

1. The Board member acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.

2. The Board member caused harm by operating a motor vehicle.

3. The Board member was not properly licensed, if required, by the State for such activities.

4. The Board member was found by a court to have violated a federal or state civil rights law.

5. The Board member was under the influence of alcohol or any drug at the time of the misconduct.

6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the Board member has been convicted in a court.

7. The misconduct involved a sexual offense for which the Board member has been convicted in a court.

Legal Reference: (see next page)

LEGAL PROTECTION (continued)

Legal Reference:

EDUCATION CODE
17029.5 Contract funding; board liability
35208 Liability insurance
35214 Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)
GOVERNMENT CODE
815.3 Intentional torts
820-823 Tort Claims Act
825.6 Indemnification of public entity
1090-1098 Conflicts of interest, prohibitions applicable to specified officers
54950-54963 The Ralph M. Brown Act
87100-89503 Conflicts of interest
UNITED STATES CODE, TITLE 18
16 Crime of violence defined
UNITED STATES CODE, TITLE 20
6731-6738 Teacher Protection Act
COURT DECISIONS
Caldwell v. Montoya (Paramount Unified School District) 10 Cal 4th 972 (1995)

Board Bylaws

CONFLICT OF INTEREST

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

(cf. 9005 - Governance Standards)

Conflict of Interest Code

The district adopted a Conflict of Interest Code (the "Code") pursuant to the requirements of the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"). The Code sets forth the required provisions for the disclosure of assets and income, designates the positions subject to the disclosure provisions of the Code, establishes the list of disclosure categories specifying the types of assets and income required to be disclosed by each designated position to which they are assigned, and provides for the disqualification of designated positions from acting where a conflict of interest exists. (Government Code 87300) (See Exhibit A, attached.)

The requirements of the Code are in addition to other requirements of the Political Reform Act and to other state and local laws pertaining to conflicts of interest and have the force and effect of law. Officials and designated positions violating any provision of the Code are subject to the administrative, criminal and civil sanctions provided by the Act. Additionally, a decision in relation to which a violation of the disqualification provisions of the Code or Government Code section 87100 has occurred may be set aside as void pursuant to Government Code section 91003.

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the district's conflict of interest code. A Board member who leaves office or a designated employee or consultant who leaves district employment shall, within 30 days, file a Leaving Office Statement covering the period of time between the closing date of the last statement and the date of leaving office, district employment or contract. (Government Code 87302)

All officials and designated positions are directed to refer to the district's conflict of interest code for these specific requirements. The conflict of interest code is held in the office of the Executive Secretary as the district's Filing Officer/Official.

Conflict of Interest Code - Amendments

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new positions that must be designated or relevant changes in the duties assigned to

CONFLICT OF INTEREST (continued)

existing positions that could affect disclosure requirements, the code shall be amended and submitted to the code reviewing body within 90 days. (Government Code 87306)

Every even-numbered year, the district shall review the conflict of interest code and submit any required changes to the code reviewing body, as directed. (Government Code 87306.5)

When amending the district's conflict of interest code, the Superintendent or designee shall provide all affected officers, employees, consultants, and members of the community adequate notice and a fair opportunity **to** present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

(cf. 4117.2 4217.2.4317.2 - Resignation)
(cf 9222 - Resignation)

Conflict of Interest under the Political Reform Act - Disqualification

No public official, employee or consultant shall make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the "economic interests," of the official, employee or consultant unless the effect is indistinguishable from the effect on the public generally or the participation of the official, employee or consultant is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

An official, employee or consultant makes a governmental decision when, acting within the authority of his/her office or position, he/she authorizes or directs any action on a matter, votes or provides information or opinion on a matter, contacts or appears before a district official for the purpose of affecting a decision, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18704)

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board must disqualify him/herself from discussing or voting on the matter. Following the announcement of the agenda item to be discussed or voted upon but before either the discussion or vote commences, the Board member must do all of the following:

1. Publicly identify each type of financial interest held that is involved in the decision and gives rise to the disqualifying conflict of interest (i.e. investment, business position, interest in real property, personal financial effect, or the receipt or promise of income or gifts), in detail as described in 2 California Code of Regulations section 18707(a)(1)(A). Identification shall be made orally and be made part of the official public record;

CONFLICT OF INTEREST (continued)

2. Recuse himself/herself from discussing and voting on the matter and leave the room after the identification is made until after discussion, vote or any other disposition is concluded, unless the item is on the consent calendar. The Board member will not be counted toward achieving a quorum while item is discussed.

   However, the Board member may speak on the issue during the same time the general public speaks, leaving the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public.

3. If the decision is made during a closed session of a public meeting, the public identification must be made orally during the open session preceding the closed session. The disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest under Government Code section 87100. The declaration will be made part of the official public record. A Board member with a disqualifying conflict of interest shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision. (2 CCR 18707)

Conflict of Interest under Government Code 1090 – Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if he/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment or any other applicable circumstance specified in Government Code 1091.5.

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on

CONFLICT OF INTEREST (continued)

collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-parents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Rule of Necessity or Legally Required Participation

On a case-by case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code **87101** and 2 CCR 18705.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4336 — Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

CONFLICT OF INTEREST (continued)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1.The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2.The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE
1006 Qualifications for holding office
35107 School district employees

CONFLICT OF INTEREST (continued)

Legal Reference: (continued)

35230-35240 Corrupt practices, especially:
35233 Prohibitions applicable to members of governing boards
41000-41003 Moneys received by school districts
FAMILY CODE
297.5 Rights, protections, and benefits of registered domestic partners
GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
1125-1129 Incompatible activities
81000-91014 Political Reform Act of 1974, especially:
82011 Code reviewing body
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
91000-91014 Enforcement
PENAL CODE
85-88 Bribes
CODE OF REGULATIONS, TITLE 2
18110-18997 Regulations of the Fair Political Practices Commission, especially:
18702.5 Public identification of a conflict of interest for Section 87200 filers
COURT DECISIONS
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Thorpe v. Long Beach Community College District, (2000) 83 CaLApp. 4th 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Ca1.App.4th 511

ATTORNEY GENERAL OPTIONS
92 Ops.Cal.Atty.Gen. 26 (2009)
92 Ops.Cal.Atty.Gen. 19 (2009)
89 Ops.Cal.Atty.Gen. 217 (2006)
86 Ops.Cal.Atty.Gen. 138 (2003)
85 Ops.Cal.Atty.Gen. 60 (2002)
82 Ops.Cal.Atty.Gen. 83 (1999)
81 Ops.Cal.Atty.Gen. 327 (1998)
80 Ops.Cal.Atty.Gen. 320 (1997)
69 Ops.Cal.Atty.Gen. 255 (1986)
68 Ops.Cal.Atty.Gen. 171 (1985)
65 Ops.Cal.Atty.Gen. 606 (1982)
63 Ops.Cal.Atty.Gen. 868 (1980)

CONFLICT OF INTEREST (continued)

Legal Reference: (continued)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Kev Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMISSION PUBLICATIONS

Can 1 Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest rules, 2005

INSTITUTE FOR LOCAL GOVERNMET PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: http://www.csba.org

Fair Political Practices Commission: http://www.fppc.ca.gov

Institutes of Local Government: http://ww.ca-ilg.org

CONFLICT OF INTEREST

RESOLUTION NO. _____

RESOLUTION OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT AMENDING THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the San Ysidro School District (the "District") and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the Governing Board adopted a Conflict of Interest Code (the "Code") which was amended on June 8, 2017, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the District have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the District's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the District being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Governing Board of, the proposed amended Code was provided each affected designated employee and publicly posted for review at the offices of the District; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Governing Board on November 8, 2018, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the San Ysidro School District that the Governing Board does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Executive Secretary to the Superintendent and available to the public for inspection and copying during regular business hours;

BE IT FURTHER RESOLVED that the said amended Code shall be submitted to the Board of Supervisors of the County of San Diego for approval and said Code shall become effective immediately upon approval by the Board of Supervisors.

BE IT FURTHER RESOLVED that all previous Conflict of Interest Codes of the San Ysidro School District and amendments thereto shall be rescinded as of the effective date of the said proposed Code as approved by the Board of Supervisors.

APPROVED, SIGNED AND ADOPTED this _____ day of _____.

_____
President, Governing Board
San Ysidro School District

ATTEST:

_____
Secretary, Governing Board
San Ysidro School District

CONFLICT OF INTEREST (continued)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

SAN YSIDRO SCHOOL DISTRICT

(Adopted November 8, 2018)

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to the District's Code, but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments[1]:

Members of the Governing Board

Chief Business Official

Investment Consultants

[1] Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

CONFLICT OF INTEREST (continued)

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' DISCLOSURE CATEGORIES
TITLE OR FUNCTION ASSIGNED

Assistant Principals (ALL)	5
Coordinator, Community Schools & After School Programs	5
Coordinator, Federal & State Programs: Pupil Services	5
Coordinator, Human Resources & Credentialing	5
Director of Child Development	5
Director of Child Nutrition Services	5
Director of Maintenance, Operations, Transportation and Facilities	2, 3, 5
Director of Special Education	5
Director of Education Technology	5
Executive Director of Curriculum, Instruction and Innovation	5
Executive Director of Human Resources	5
General Counsel	1, 2
Principals (ALL)	5
Program Specialist	5
Superintendent of Schools	1, 2

Consultant and New Positions[2]

[2] Individuals serving as a consultant as defined in FPPC Reg 18700.3 or in a new position created since this Code was later amended that makes or participates in making decisions must file under the broadest disclosure requirements set forth in this Code subject to the following limitation:

The Superintendent may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; FPPC Regs 18219 and 18734.) The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)

CONFLICT OF INTEREST (continued)

PART B
DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned[3]. "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the District.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of the District.

Category 2: All Interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

[3] This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

SCHOOL BOARD CODE OF ETHICS

In all my actions as a School Board Member, my first commitment is to the education and well-being of our students.

School board members pledge to be:

1. Champions of the public schools

2. Committed to high quality education for every student

3. Honest and sincere, having the courage of their convictions

4. Willing and capable of assuming board responsibilities

5. Able to work cooperatively with others

6. Non-partisan in dealing with all school matters; the Board does not wish in any way to subordinate the education of children and youth to any partisan principle, group interest or personal ambition

7. Willing to maintain confidentiality of privileged information including keeping deliberations and discussion of the Board in closed session confidential

8. Aware that the strength of the Board is as a board, not as individuals; individual board members have no authority or power to act on behalf of the Board; therefore, a board member should never make out-of-meeting commitments on behalf of the district or the Board

9. Informed of concerning state and federal laws and regulations concerning education

10. Faithful in attendance at board meetings and diligent in preparation and study to become informed concerning the issues to be considered at those meetings

11. Willing to conduct school business in open meetings as when required to do so by law, even when the subject is controversial or personal

12. Cognizant that the primary function of the Board is to establish policies by which the schools are to be administered, but that the administration of the educational program and the conduct of the school business shall be left to the Superintendent and his/her staff

13. Eager to learn from association with other school board members from around the state and nation, and open to personal development through reading publications of the California School Boards Association and attending seminars and conventions of similar organizations

SCHOOL BOARD CODE OF ETHICS (continued)

14. Aware that it is as important for the Board to understand and evaluate and support administration of the education program of the schools as it is to plan for the business of school operation

15. Vigilant against even the appearance of conflict of interest; board members should become familiar with the laws governing contracts and purchases as they relate to board members and carefully avoid any violation

16. Aware that I have no legal authority except when I am acting as a member of the Board. I shall present my concerns and concepts through the process of Board debate and, if in the minority of any decision, I shall abide by and support the majority decision. When I am in the majority, I shall respect divergent opinions.

Legal Reference:

EDUCATION CODE
1040-1047 Duties and responsibilities of county boards
35010 Power of governing board to adopt rules for its own governance
35160 Board authority to act in any manner not conflicting with the law
35164 Actions by majority vote
GOVERNMENT CODE
1090 Financial interest in contract
1098 Disclosure of confidential information
1125-1129 Incompatible activities
54950-544963 The Ralph M. Brown Act
87300-87313 Conflict of interest code

Management Resources:

CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996
WEB SITES
CSBA: http://www.csba.org

BOARD POLICIES

The Board of Education shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to students, staff, parents/guardians, and the community.

(cf. 9000 - Role of the Board)

The Board shall ensure that district policies align with the district's vision and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0415 - Equity)
(cf. 0460 - Local Control and Accountability Plan)

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements. No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

BOARD POLICIES (continued)

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision statement, new goals in the local control and accountability plan, educational research or trends, an incident that has arisen in the district, or a recommendation or request from staff, a parent/guardian, or other interested person.

2. As needed, the Superintendent or designee shall gather fiscal data, staff and public input, related district policies, sample policies from the California School Boards Association or other organizations or agencies, and other useful information and data to fully inform the Board about a particular issue.

(cf. 1220 - Citizen Advisory Committees)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, community expectations, staff recommendations, and the expected impact of the policy on student learning and well-being, equity, governance, and the district's fiscal resources and operational efficiency.

4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.

5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Conduct)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

(cf. 9323.2 - Actions by the Board)

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or the desire to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date if so designated by the Board at the time of adoption.

BOARD POLICIES (continued)

Board Bylaws

The Board shall prescribe and enforce rules for its own governance consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other provisions. The Superintendent or designee may also develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding administrative regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve administrative regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At any time, the Board and Superintendent or designee may determine that progress reports to the Board on the implementation and/or effectiveness of the policy should be scheduled. If so, the Board and Superintendent or designee shall agree upon a timeline and, as applicable, measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

Access to Policies

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. The policy manual shall be maintained electronically and/or by paper copy.

(cf. 1113 - District and School Web Sites)
(cf. 1340 - Access to District Records)

BOARD POLICIES (continued)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communication strategy depending on the issue. Policies shall be posted on the district's web site when required by law.

(cf. 1112 - Media Relations)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
(cf. 6020 - Parent Involvement)

Legal Reference:

EDUCATION CODE
35010 Control of district; prescription and enforcement of rules
35160 Authority of governing boards
35160.5 Annual review of school district policies
35163 Official actions, minutes and journal
35164 Vote requirements

Management Resources:

WEB SITES
CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online), Policy Review Program, Individual District Policy Workshops, Agenda Online, and Manual Maintenance: http://www.csba.org/ps

MEETINGS AND NOTICES

Meetings of the Board of Education are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Regular Meetings

The Board shall hold one regular meeting each month, when possible. Regular meetings shall be held at 5 p.m. on the second Thursday at various locations throughout the district.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

MEETINGS AND NOTICES (continued)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

MEETINGS AND NOTICES (continued)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

MEETINGS AND NOTICES (continued)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)
(cf. 2111 - Superintendent Governance Standards)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

MEETINGS AND NOTICES (continued)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on nonadversarial collective bargaining techniques

MEETINGS AND NOTICES (continued)

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference: (see next page)

MEETINGS AND NOTICES (continued)

Legal Reference:

EDUCATION CODE
35140 Time and place of meetings
35143 Annual organizational meeting, date, and notice
35144 Special meeting
35145 Public meetings
35145.5 Agenda; public participation; regulations
35146 Closed sessions
35147 Open meeting law exceptions and applications
GOVERNMENT CODE
3511.1 Local agency executives
11135 State programs and activities, discrimination
54950-54963 The Ralph M. Brown Act, especially:
54953 Meetings to be open and public; attendance
54954 Time and place of regular meetings
54954.2 Agenda posting requirements, board actions
54956 Special meetings; call; notice
54956.5 Emergency meetings
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications
36.303 Auxiliary aids and services
COURT DECISIONS
Wolfe v. City of Fremont, (2006) 144 Cal.App. 544
ATTORNEY GENERAL OPINIONS
88 Ops.Cal.Atty.Gen. 218 (2005)
84 Ops.Cal.Atty.Gen. 181 (2001)
84 Ops.Cal.Atty.Gen. 30 (2001)
79 Ops.Cal.Atty.Gen. 69 (1996)
78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2014
INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
The ABCs of Open Government Laws
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010
WEB SITES
CSBA: http://www.csba.org
CSBA, Agenda Online:
http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx
California Attorney General's Office: http://www.ag.ca.gov
Institute for Local Government: http://www.ca-ilg.org
League of California Cities: http://www.cacities.org

CLOSED SESSION PURPOSES AND AGENDAS

The Board of Education is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold closed sessions only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meeting in accordance with law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

(cf. 9321.1 - Closed Session Actions and Reports)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

(cf. 1340 - Access to District Records)

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

Personnel Matters

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4215 - Evaluation/Supervision)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4315 - Evaluation/Supervision)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization

2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process

3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator

4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

The Board may meet in closed session to review the Board's position and/or instruct its designated representative regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. (Government Code 54957.6)

(cf. 2121 – Superintendent's Contract)

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Matters Related to Students

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

CLOSED SESSION PURPOSES AND AGENDAS (continued)

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144 - Discipline)

Security Matters

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

Conference with Real Property Negotiator

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(a))

2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

   Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.

b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda.

c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(cf. 3320 - Claims and Actions Against the District)

d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c)

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3530 - Risk Management/Insurance)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Legal Reference:

EDUCATION CODE
35145 Public meetings
35146 Closed session (re student suspension)
44929.21 Districts with ADA of 250 or more
48912 Governing board suspension
48918 Rules governing expulsion procedures; hearings and notice
49070 Challenging content of students records
60617 Meetings of governing board
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act
6252-6270 California Public Records Act
54950-54963 The Ralph M. Brown Act
COURT DECISIONS
Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860
Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672
Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87
Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876
Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363
Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41
San Diego Union v. City Council, (1983) 146 Cal.App.3d 947
ATTORNEY GENERAL OPINIONS
94 Ops.Cal.Atty.Gen. 82 (2011)
86 Ops.Cal.Atty.Gen. 210 (2003)
78 Ops.Cal.Atty.Gen. 218 (1995)
59 Ops.Cal.Atty.Gen. 532 (1976)
57 Ops. Cal. Atty. Gen. 209 *(1974)*

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 2009
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.oag.ca.gov
League of California Cities: http://www.cacities.org

CLOSED SESSION ACTIONS AND REPORTS

No matters other than those announced in open session shall be acted upon during the closed session. (Government Code 54957.7)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board of Education shall reconvene in open session before adjourning and report closed session actions, the votes or abstentions thereon, and other disclosures required by Government Code 54957.1. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing them. (Government Code 54957.7)

Personnel Matters

The Board shall report any personnel action taken and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall identify the title of the position. However, the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Negotiations/Collective Bargaining

Final action on the proposed compensation of one or more unrepresented employees shall not be taken during the closed session. (Government Code 54957.6)

Approval of an agreement concluding closed session labor negotiations with represented employees shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

(cf. 4143/4243 - Negotiations/Consultation)
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

Student Matters

Actions related to student matters shall be taken in open session and shall be a matter of public record. No information shall be released in violation of student privacy rights provided in law. (Education Code 35146, 48918; 20 USC 1232)

CLOSED SESSION ACTIONS AND REPORTS (continued)

In an expulsion action, the student's name shall not be disclosed, but the cause for the expulsion shall be disclosed in open session.

(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125 - Student Records)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Real Estate Negotiations

Approval of an agreement concluding real estate negotiations shall be reported after the agreement is final. If the Board renders the agreement final, it shall report that approval, the votes or abstentions thereon, and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

Pending Litigation

The Board shall report the following actions related to pending litigation, and the votes or abstentions thereon, at the public meeting during which the closed session is held: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.

2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.

3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation and if final approval rests with the other party or with the court, the district shall report the fact of approval, the substance of the agreement and the vote and abstentions thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

CLOSED SESSION ACTIONS AND REPORTS (continued)

JPA/Self-Insurance Claims

The Board shall report the disposition of joint powers authority or self-insurance claims and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall include the name of the claimant(s), the name of the agency claimed against, the substance of the claim and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

(cf. 3320 - Claims and Actions Against the District)
(cf. 3530 - Risk Management/Insurance)

Review of Assessment Instruments

At the public meeting during which the Board holds a closed session to review student assessment instruments, the Board shall confirm that this review was made. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

(cf. 6162.5 - Student Assessment)

Legal Reference:
EDUCATION CODE
35145 Public meetings
35146 Closed session (re student matters)
48918 Rules governing expulsion procedures; hearings and notice
49073-49079 Privacy of student records
60617 Meetings of governing board
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act, especially:
54957.1 Closed sessions; public report of action taken
54957.6 Closed sessions; representatives to employee organization(s)
54957.7 Disclosure of items to be discussed
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.8 Family Educational Rights and Privacy
COURT DECISIONS
Kleitman v. Superior Court of Santa Clara County 87 Cal Rptr. 2d (1999)
ATTORNEY GENERAL OPINIONS
80 Ops.Cal.Atty.Gen. 85 (1997)

AGENDA/MEETING MATERIALS

Agenda Content

Board of Education meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

Each agenda shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9321- Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting of a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item at that meeting and that the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request should be made if an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting. (Government Code 54954.2)

AGENDA/MEETING MATERIALS (continued)

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

(cf. 9121 - President)
(cf. 9122 - Secretary)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. (Government Code 54954.3)

Any Board action that involves borrowing $100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

AGENDA/MEETING MATERIALS (continued)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Agenda Dissemination to Board Members

Note: The following section is **optional** and should be modified to reflect district practice. Pursuant to Government Code 6252.7, when the Board, in the conduct of its duties, is authorized by law to access any writing of the district, including agenda and supporting documents, the district is prohibited from discriminating between or among Board members as to when and which records will be made available.

CSBA's Agenda Online, an electronic board meeting agenda service for use by districts, county offices of education, and the public allows development of and access to Board meeting agendas, supporting documents, and minutes from any computer that has Internet access. Further information can be found on CSBA's web site.

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

(cf. 9012 - Board Member Electronic Communications)

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

AGENDA/MEETING MATERIALS (continued)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)
(cf. 1340 - Access to District Records)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet may be required to pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

AGENDA/MEETING MATERIALS (continued)

Legal Reference:

EDUCATION CODE
35144 Special meetings
35145 Public meetings
35145.5 Right of public to place matters on agenda
GOVERNMENT CODE
6250-6270 Public Records Act
53635.7 Separate item of business
54954.1 Mailed agenda of meeting
54954.2 Agenda posting requirements; board actions
54954.3 Opportunity for public to address legislative body
54954.5 Closed session item descriptions
54956.5 Emergency meetings
54957.5 Availability of public records
54960.2 Challenging board actions; cease and desist
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications
36.303 Auxiliary aids and services
COURT DECISIONS
Mooney v. Garcia, (2012) 207 Cal.App.4th 229
Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS 66318
ATTORNEY GENERAL OPINIONS
99 Ops. Cal. Atty. Gen. 11 (2016)
78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS
Call to Order: A Blueprint for Great Board Meetings, 2015
The Brown Act: School Boards and Open Meeting Laws, rev. 2014
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
WEB SITES
CSBA, Agenda Online: http://www.csba.org
California Attorney General's Office: http://www.oag.ca.gov

Board Bylaws

MEETING CONDUCT

Meeting Procedures

All Board of Education meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 - Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 - President)

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

(cf. 9320 - Meetings and Notices)

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

(cf. 9323.2 - Actions by the Board)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 - Conflict of Interest)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

MEETING CONDUCT (continued)

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

   Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

(cf. 9130 - Board Committees)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

   Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

MEETING CONDUCT (continued)

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:

   a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.

   b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

   c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

   The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

   When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise,

MEETING CONDUCT (continued)

illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

(cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Legal Reference:

EDUCATION CODE
5095 Powers of remaining board members and new appointees
32210 Willful disturbance of public school or meeting a misdemeanor
35010 Prescription and enforcement of rules
35145.5 Agenda; public participation; regulations
35163 Official actions, minutes and journal
35164 Vote requirements
35165 Effect of vacancies upon majority and unanimous votes by seven member board
CODE OF CIVIL PROCEDURE
527.8 Workplace Violence Safety Act
GOVERNMENT CODE
54953.3 Prohibition against conditions for attending a board meeting
54953.5 Audio or video recording of proceedings
54953.6 Broadcasting of proceedings
54954.2 Agenda; posting; action on other matters
54954.3 Opportunity for public to address legislative body; regulations
54957 Closed sessions
54957.9 Disorderly conduct of general public during meeting; clearing of room
PENAL CODE
403 Disruption of assembly or meeting
COURT DECISIONS
City of San Jose v. Garbett, (2010) 190 Cal.App.4th 526
Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194
Baca v. Moreno Valley Unified School District, (1996) 936 F.Supp. 719

Legal Reference continued: (see next page)

MEETING CONDUCT (continued)

Legal Reference: (continued)

ATTORNEY GENERAL OPINIONS
90 Ops.Cal.Atty.Gen. 47 (2007)
76 Ops.Cal.Atty.Gen. 281 (1993)
66 Ops.Cal.Atty.Gen. 336 (1983)
63 Ops.Cal.Atty.Gen. 215 (1980)
61 Ops.Cal.Atty.Gen. 243, 253 (1978)
59 Ops.Cal.Atty.Gen. 532 (1976)
55 Ops.Cal.Atty.Gen. 26 (1972)

Management Resources:

CSBA PUBLICATIONS
Call to Order: A Blueprint for Great Board Meetings, 2015
The Brown Act: School Boards and Open Meeting Laws, rev. 2014
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Local Legislative Bodies, 2003
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: https://oag.ca.gov

ACTIONS BY THE BOARD

The Board of Education shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9012 - Board Member Electronic Communications)
(cf. 9200 - Limits of Board Member Authority)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members

2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision

3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5

2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted

3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

ACTIONS BY THE BOARD (continued)

Challenging Board Actions

The district attorney's office or any interested person may file an action in court to stop or prevent the Board's violation or threats of violations of the Brown Act, to determine the applicability of the Brown Act to ongoing or future threatened Board actions, to determine the validity, under California or federal law, of any Board rule or action to penalize any of its members or otherwise discourage the member's expression, or to compel the Board to audio record its closed sessions because of its violation of any applicable Government Code provision. (Government Code 54960)

The district attorney or any interested person may present a demand that the Board cure and correct a Board action which he/she alleges is in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)

2. Agenda posting (Government Code 54954.2)

3. Closed session item descriptions (Government Code 54954.5)

4. New or increased tax assessments (Government Code 54954.6)

5. Special meetings (Government Code 54956)

6. Emergency meetings (Government Code 54956.5)

Any demand to "cure and correct" an alleged violation shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.

2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.

ACTIONS BY THE BOARD (continued)

3. Take no action. If the Board takes no action within the 30-day review period, its inaction shall be considered a decision not to cure or correct the action.

In addition, the district attorney's office or any interested party may file an action in court to determine the applicability of the Brown Act to any past Board action not specified in Government Code 54960.1, if the following conditions are met: (Government Code 54960.2)

1. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

2. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

Legal Reference:

EDUCATION CODE
15266 School construction bonds
17466 Declaration of intent to sell or lease real property
17481 Lease of property with residence for nondistrict purposes
17510-17511 Resolution requiring unanimous vote of all members constituting board
17546 Private sale of personal property
17556-17561 Dedication of real property
35140-35149 Meetings
35160-35178.4 Powers and duties
48660-48661 Community day schools, establishment and restrictions
CODE OF CIVIL PROCEDURE
425.16 Special motion to strike in connection with a public issue
1245.240 Eminent domain vote requirements
1245.245 Eminent domain, resolution adopting different use
GOVERNMENT CODE
53090-53097.5 Regulation of local agencies by counties and cities
53724 Parcel tax resolution requirements
53790-53792 Exceeding the budget
53820-53833 Temporary borrowing
53850-53858 Temporary borrowing
54950-54963 The Ralph M. Brown Act, especially:
54952.6 Action taken, definition
54953 Meetings to be open and public; attendance; secret ballots
54960-54960.5 Actions to prevent violations
65352.2 Coordination with planning agency

Legal Reference continued: (see next page)

ACTIONS BY THE BOARD (continued)

Legal Reference: (continued)

PUBLIC CONTRACT CODE
3400 Bid specifications
20111 Contracts over $50,000; contracts for construction; award to lowest responsible bidder
20113 Emergencies, award of contracts without bids
COURT DECISIONS
Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 2014
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Local Legislative Bodies, 2003
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, 2007
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.oag.ca.gov
Institute of Local Government: http://www.ca-ilg.org

ACTIONS BY THE BOARD

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

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

2. Resolution declaring intent of Board of Education to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing pursuant to Government Code 53820-53833, to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8 and seeks to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district has an average daily attendance (ADA) of 2,500 or less and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

ACTIONS BY THE BOARD (continued)

10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

11. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

12. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

13. Resolution to place a parcel tax on the ballot (Government Code 53724)

14. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

ACTIONS BY THE BOARD (continued)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)

3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

5. Resolution to award a contract for a public works project at $187,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of $175,000 or less, all bids received are in excess of $175,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)

2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

ACTIONS BY THE BOARD

UNCONDITIONAL COMMITMENT LETTER

To: *(Name of district attorney or any interested person)*

The Board of Education of San Ysidro School District has received your cease and desist letter dated *(date)* alleging that the following described past action taken by the Board violates the Ralph M. Brown Act: *(Describe alleged past action as set forth in the cease and desist letter.)*

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address(es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

(Name)
(Title of Board President or other designee)

MINUTES AND RECORDINGS

The Board of Education recognizes that maintaining accurate minutes of Board meetings helps foster public trust in Board governance and provides a record of Board actions for use by district staff and the public.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9323 - Meeting Conduct)

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request. (Education Code 35145, 35163)

(cf. 1340 - Access to District Records)
(cf. 9122 - Secretary)
(cf. 9323.2 - Actions by the Board)

The minutes of Board meetings shall include, but not be limited to:

1. A notation of which Board members are present, in person or by teleconference, and whether a member is not present for part of the meeting due to late arrival and/or early departure

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)
(cf. 9320 - Meetings and Notices)

2. A brief summary of the Board's discussion on each agenda topic, rather than a verbatim record of each Board member's specific points of view during the discussion

3. A summary of the public comments made on agendized items and unagendized topics

4. The specific language of each motion and the names of the Board members who made and seconded the motion

(cf. 9150 - Student Board Members)

6. Any action taken by the Board, and the vote or abstention on that action of each Board member present (Education Code 35145; Government Code 54953)

Upon request by a student's parent/guardian, or by the student if age 18 or older, the minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. (Education Code 49073.2)

(cf. 5125.1 - Release of Directory Information)

MINUTES AND RECORDINGS (continued)

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

(cf. 9321.1 - Closed Session Actions and Reports)

Recording or Broadcasting of Meetings

The district may tape, film, stream, or broadcast any open Board meeting.

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made at the direction of the Board during a meeting are public records and, upon request, shall be made available for inspection by members of the public on district equipment without charge. (Government Code 54953.5)

Legal Reference:

EDUCATION CODE
35012 Number of members; terms; student board members
35145 Public meetings
35163 Official actions, minutes and journals
35164 Vote requirements
49061 Student records; definitions
49073.2 Privacy of student and parent/guardian personal information
GOVERNMENT CODE
54952.2 Meeting defined
54953 Meetings
54953.5 Audio or video recording of proceedings
54953.6 Broadcasting of proceedings
54957.2 Closed sessions; clerk; minute book
54960 Violations and remedies
PENAL CODE
632 Unlawful to intentionally record a confidential communication without consent
CODE OF REGULATIONS, TITLE 5
16020-16027 Classification and retention of records

Management Resources:

CSBA PUBLICATIONS
Call to Order: A Blueprint for Great Board Meetings, 2015
The Brown Act: School Boards and Open Meeting Laws, rev. 2014
WEB SITES
CSBA, Agenda Online: http://www.agendaonline.com

BOARD SELF-EVALUATION

The Board of Education shall annually conduct a self-evaluation in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 2140 - Evaluation of the Superintendent)

The evaluation may address any area of Board responsibility, including, but not limited to, Board performance in relation to vision setting, curriculum, personnel, finance, policy development, collective bargaining, community relations, and advocacy. The evaluation may also address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent, understanding of Board and Superintendent roles and responsibilities, communication skills, or other governance or boardsmanship skills.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)

The Board shall evaluate itself as a whole. Individual Board members are also expected to use the evaluation process as an opportunity to assess and set goals for their own personal performance.

Each year, the Board, with assistance from the Superintendent, shall determine an evaluation method or instrument that measures key components of board responsibility and previously identified performance objectives. Visual and/or audio recordings of a Board meeting may only be used as an evaluation tool when consent is given by all Board members.

Any discussion involving the Board's self-evaluation shall be conducted in open session.

At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Superintendent or other individual(s) with pertinent information to provide input into the evaluation process.

Following the evaluation, the Board shall set goals, define and/or refine protocols, and establish priorities and objectives for the following year's evaluation. The Board shall also develop strategies for strengthening Board performance based on identified areas of need, including, but not limited to, Board trainings such as those offered by the California School Boards Association.

(cf. 9230 - Orientation)
(cf. 9240 - Board Training)

Legal Reference: (see next page)

BOARD SELF-EVALUATION (continued)

Legal Reference:
GOVERNMENT CODE
54950-54963 Brown Act; board self-evaluations not covered

Management Resources:
CSBA PUBLICATIONS
Professional Governance Standards
Defining Governance, Issue 3: Governance Practices, Governance Brief, April 2014
WEB SITES
CSBA: http://www.csba.org
CSBA Board Self-Evaluation: http://bse.csba.org

Board Bylaws
9000
Current

Board Bylaws BB 9000(a)

ROLE OF THE BOARD

The Governing Board has been elected by the community to provide leadership and citizen oversight of the district. The Board shall ensure that the district is responsive to the values, beliefs, and priorities of the community.

The Board shall work with the Superintendent to fulfill its major responsibilities, which include:

1. Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)

2. Establishing an effective and efficient organizational structure for the district by:

   a. Employing the Superintendent and setting policy for hiring of other personnel

(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 2121 - Superintendent's Contract)
(cf. 4000 - Concepts and Roles)
(cf. 4111 - Recruitment and Selection)
(cf. 4211 - Recruitment and Selection)
(cf. 4311 - Recruitment and Selection)

   b. Overseeing the development and adoption of policies

(cf. 9310 - Board Policies)

   c. Establishing academic expectations and adopting the curriculum and instructional materials

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

   d. Establishing budget priorities and adopting the budget

(cf. 3000 - Concepts and Roles)
(cf. 3100 - Budget)
(cf. 3312 - Contracts)

ROLE OF THE BOARD (continued)

e. Providing safe, adequate facilities that support the district's instructional program

(cf. 3517 - Facilities Inspection)
(cf. 7110 - Facilities Master Plan)
(cf. 7150 - Site Selection and Development)
(cf. 7210 - Facilities Financing)

f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)

3. Providing support to the Superintendent and staff as they carry out the Board's direction by:

a. Establishing and adhering to standards of responsible governance

(cf. 9005 - Governance Standards)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9200 - Limits of Board Member Authority)
(cf. 9270 - Conflict of Interest)

b. Making decisions and providing resources that support district priorities and goals

c. Upholding Board policies

d. Being knowledgeable about district programs and efforts in order to serve as effective spokespersons

(cf. 9240 - Board Development)
(cf. 9400 - Board Self-Evaluation)

4. Ensuring accountability to the public for the performance of the district's schools by:

a. Evaluating the Superintendent and setting policy for the evaluation of other personnel

(cf. 2140- Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4215 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)

ROLE OF THE BOARD (continued)

b. Monitoring and evaluating the effectiveness of policies

c. Serving as a judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4117.3 - Personnel Reduction)
(cf. 4117.4 - Dismissal)
(cf. 4144/4244/4344 - Complaints)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

d. Monitoring student achievement and program effectiveness and requiring program changes as necessary

(cf. 0500 - Accountability)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6162.52 - High School Exit Examination)
(cf. 6190 - Evaluation of the Instructional Program)

e. Monitoring and adjusting district finances

(cf. 3460 - Financial Reports and Accountability)

f. Monitoring the collective bargaining process

5. Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels

(cf. 0510 - School Accountability Report Card)
(cf. 1020 - Youth Services)
(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 1160 - Political Processes)
(cf. 1400 - Relations between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations between Private Industry and the Schools)
(cf. 9010 - Public Statements)

ROLE OF THE BOARD (continued)

The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law. (Education Code 35160)

Legal Reference:

EDUCATION CODE
5304 Duties of governing board (re school district elections)
12400-12405 Authority to participate in federal programs
17565-17592 Board duties re property maintenance and control
33319.5 Implementation of authority of local agencies
35000 District name
35010 Control of district; prescription and enforcement of rules
35020-35046 Officers and agents
35100-35351 Governing boards, especially:
35160-35185 Powers and duties
35291 Rules

Management Resources:

CSBA PUBLICATIONS
Maximizing School Board Governance
Professional Governance Standards, November 2000
School Board Leadership: The Role and Function of California's School Boards, 1996
NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
The Key Work of School Boards, 2000
WEB SITES
CSBA: http://www.csba.org
CSBA Governance Institute: http://www.csba.org/gi
National School Boards Association: http://www.nsba.org

Board Bylaws BB 9005(a)

GOVERNANCE STANDARDS

The Governing Board believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 - Role of the Board)
(cf. 9270 - Conflict of Interest)

The Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus

2. Value, support and advocate for public education

(cf. 9010 - Public Statements)

3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community

4. Act with dignity, and understand the implications of demeanor and behavior

5. Keep confidential matters confidential

(cf. 9011 - Disclosure of Confidential/Privileged Information)

6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader

(cf. 9240 - Board Development)

7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff

(cf. 2110 - Superintendent Responsibilities and Duties)

8. Understand that authority rests with the Board as a whole and not with individuals

(cf. 9200 - Limits of Board Member Authority)

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

GOVERNANCE STANDARDS (continued)

1. Keep the district focused on learning and achievement for all students

2. Communicate a common vision

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)

3. Operate openly, with trust and integrity

4. Govern in a dignified and professional manner, treating everyone with civility and respect

5. Govern within Board-adopted policies and procedures

(cf. 9310 - Board Policies)

6. Take collective responsibility for the Board's performance

7. Periodically evaluate its own effectiveness

(cf. 9400 - Board Self-Evaluation)

8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations

(cf. 1220 - Citizen Advisory Committees)
(cf. 9323 - Meeting Conduct)

Legal Reference:

EDUCATION CODE
35010 Power of governing board to adopt rules for its own governance
35160 Board authority to act in any manner not conflicting with law
35164 Actions by majority vote
GOVERNMENT CODE
1090 Financial interest in contract
1098 Disclosure of confidential information
1125-1129 Incompatible activities
54950-54963 The Ralph M. Brown Act
87300-87313 Conflict of interest code

Management Resources:

CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996
WEB SITES
CSBA: http://www.csba.org

Board Bylaws BB 9010(a)

PUBLIC STATEMENTS

The Governing Board recognizes the responsibility of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the district, and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding district issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate its positions and to abide by established protocols.

All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or other designated representative.

(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 9121 - President)
(cf. 9200 - Limits of Board Member Authority)

When speaking for the district, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session. (Government Code 54963)

(cf. 9005 - Governance Standards)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for district students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 1340 - Access to District Records)
(cf. 9012 - Board Member Electronic Communications)

Legal Reference: (see next page)

PUBLIC STATEMENTS (continued)

Legal Reference:

EDUCATION CODE
35010 Control of district; prescription and enforcement of rules
GOVERNMENT CODE
6250-6270 California Public Records Act
54960 Actions to stop or prevent violation of meeting provisions
54963 Confidential information in closed session

Management Resources:

WEB SITES
CSBA: http://www.csba.org

Board Bylaws BB 9011(a)

DISCLOSURE OF CONFIDENTIAL/PRIVILEGED INFORMATION

The Governing Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9010 - Public Statements)

Disclosure of Closed Session Information

A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the Board has authorized its disclosure. (Government Code 54963)

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session. (Government Code 54963)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

The Board shall not take any action against any person for disclosing confidential information, nor shall the disclosure be considered a violation of the law or Board policy, when the person is: (Government Code 54963)

1. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session

2. Expressing an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action

3. Disclosing information that is not confidential

Other Disclosures

A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member. (Government Code 1098)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 5125 - Student Records)

DISCLOSURE OF CONFIDENTIAL/PRIVILEGED INFORMATION (continued)

Disclosures excepted from this prohibition are those made to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities. (Government Code 1098)

Legal Reference:

EDUCATION CODE
35010 Power of governing board to adopt rules for its own governance
35146 Closed session
EVIDENCE CODE
1040 Privilege for official information
GOVERNMENT CODE
1098 Public officials and employees re confidential information
3549.1 Meeting and negotiating in public educational employment
6250-6270 Inspection of public records
54950-54963 Brown Act, especially:
54956.8 Open meeting laws
54956.9 Closed meeting for pending litigation
54957 Closed session; "employee" defined; exclusion of witnesses
54957.1 Subsequent public report and rollcall vote; employee matters in closed session
54957.5 Public records
54957.6 Closed session; representatives with employee organization
54957.7 Reasons for closed session
54963 Confidential information in closed session
ATTORNEY GENERAL OPINIONS
80 Ops.Cal.Atty.Gen. 231 (1997)

Management Resources:

CSBA PUBLICATIONS
Professional Governance Standards, November 2000
Maximizing School Board Leadership, 1996
WEB SITES
CSBA: http://www.csba.org

Board Bylaws BB 9012(a)

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The Governing Board recognizes that electronic communication among Board members and between Board members, district administration, and members of the public is an efficient and convenient way to communicate and expedite the exchange of information and to help keep the community informed about the goals, programs, and achievements of the district and its schools. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting.

(cf. 1100 - Communication with the Public)
(cf. 6020 - Parent Involvement)
(cf. 9000 - Role of the Board)
(cf. 9322 - Agenda/Meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the press shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 9005 - Governance Standards)
(cf. 9121 - Board President
(cf. 9200 - Limits of Board Member Authority)
(cf. 9270 - Conflict of Interest)

In order to minimize the risk of improper disclosure, Board members shall avoid reference to confidential information and information acquired during closed session.

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)

Board members may use electronic communications to discuss matters other than district business with each other, regardless of the number of members participating in the discussion.

Like other writings concerning district business, a Board member's electronic communication may be subject to disclosure under the California Public Records Act.

(cf. 1340 - Access to District Records)

Legal Reference:
EDUCATION CODE
35140 Time and place of meetings
35145 Public meetings
35145.5 Agenda; public participation; regulations
35147 Open meeting law exceptions and applications
GOVERNMENT CODE
11135 State programs and activities, discrimination
54950-54963 The Ralph M. Brown Act, especially:
54952.2 Meeting, defined
54953 Meetings to be open and public; attendance
54954.2 Agenda posting requirements, board actions

Management Resources:
CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2006
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, rev. 2007
WEB SITES
CSBA: http://www.csba.org
CSBA, Agenda Online:
http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx
Institute for Local Government: http://www.cacities.org/index.jsp?zone=ilsg

Board Bylaws BB 9100

ORGANIZATION

Annual Organizational Meeting

The Governing Board shall hold an annual organizational meeting within the time limits prescribed by law. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint a secretary to the Board
3. Authorize signatures
4. Develop a schedule of regular meetings for the year
5. Develop a Board calendar for the year
6. Designate Board representatives

(cf. 9140 - Board Representatives)
(cf. 9320 - Meetings and Notices)

Election of Officers

The Board shall each year elect its entire slate of officers.

Legal Reference:
EDUCATION CODE
5017 Term of Office
35143 Annual organizational meeting date, and notice
35145 Public meetings
GOVERNMENT CODE
54953 Meetings to be open and public; attendance
ATTORNEY GENERAL OPINIONS
68 Ops.Cal.Atty.Gen. 65 (1985)
59 Ops.Cal.Atty.Gen. 619, 621-622 (1976)

Board Bylaws BB 9110

TERMS OF OFFICE

The Governing Board shall consist of five members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each odd-numbered year.

The term of office for members elected in regular elections shall be four years, commencing on the first Friday in December next succeeding their election. (Education Code 5017)

Board member terms expire four years after their initial election on the first Friday in December following the election of new members. (Education Code 5000)

A member whose term has expired shall continue to discharge the duties of the office until his/her successor has qualified by taking the oath of office. (Government Code 1302, 1360; Education Code 5017)

(cf. 9220 - Governing Board Elections)
(cf. 9223 - Filling Vacancies)
(cf. 9224 - Oath or Affirmation)
(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

Legal Reference:

EDUCATION CODE
5000-5033 Election of school district board members
35010 Control of district
35012 Board members; number, election and terms
35107 Eligibility
GOVERNMENT CODE
1302 Continuance in office until qualification of successor
1303 Exercising functions of office without having qualified
1360 Necessity of taking constitutional oath

Board Bylaws BB 9121(a)

PRESIDENT

The Governing Board shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9100 - Organization)

The president shall preside at all Board meetings. He/she shall:

1. Call the meeting to order at the appointed time

2. Announce the business to come before the Board in its proper order

3. Enforce the Board's policies relating to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act

4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference

5. Explain what the effect of a motion would be if it is not clear to every member

6. Restrict discussion to the question when a motion is before the Board

7. Rule on issues of parliamentary procedure

8. Put motions to a vote, and state clearly the results of the vote

9. Be responsible for the orderly conduct of all Board meetings

(cf. 9323 - Meeting Conduct)

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts and orders necessary to carry out state requirements and the will of the Board

2. Consulting with the Superintendent or designee on the preparation of the Board's agendas

(cf. 9322 - Agenda/Meeting Materials)

3. Working with the Superintendent to ensure that Board members have necessary materials and information

PRESIDENT (continued)

4. Subject to Board approval, appointing and dissolving all committees

(cf. 9130 - Board Committees)

5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

6. Representing the district as governance spokesperson, in conjunction with the Superintendent

(cf. 1112 - Media Relations)

The president shall have the same rights as other members of the Board, including the right to move, second, discuss and vote on all questions before the Board.

When the president resigns or is absent or disabled, the vice president shall perform the president's duties. When both the president and vice president are absent or disabled, the clerk shall perform the president's duties.

Legal Reference:
EDUCATION CODE
35022 President of the board
35143 Annual organizational meetings; dates and notice
GOVERNMENT CODE
54950-54963 Ralph M. Brown Act

Management Resources:
CSBA PUBLICATIONS
Board Presidents' Handbook, revised 2002
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996
WEB SITES
CSBA: http://www.csba.org

Board Bylaws BB 9122

SECRETARY

The Governing Board shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board agenda

(cf. 9322 - Agenda/Meeting Materials)

2. Record, distribute and maintain the Board minutes

(cf. 9324 - Minutes and Recordings)

3. Maintain Board records and documents

4. Conduct official correspondence for the Board

5. As directed by the Board, sign and execute official papers

6. Perform other duties as assigned by the Board

(cf. 2111 - Superintendent Governance Standards)

Legal Reference:
EDUCATION CODE
35025 Secretary and bookkeeper
35143 Annual organizational meetings; dates and notice
35250 Duty to keep certain records and reports
GOVERNMENT CODE
54950-54963 Ralph M. Brown Act

Management Resources:
CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996
WEB SITES
CSBA: http://www.csba.org

Bylaw
adopted: February 12, 2015
SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

Board Bylaws BB 9123

CLERK

The Governing Board shall elect a clerk from its own membership at the annual organizational meeting. (Education Code 35143)

(cf. 9100 - Organization)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign documents on behalf of the district as directed by the Board
4. Serve as presiding officer in the absence of the president and vice president

(cf. 9121 - President)

5. Notify Board members and members-elect of the date and time for the annual organizational meeting
6. Perform any other duties assigned by the Board

Legal Reference:

EDUCATION CODE
17593 Repair and supervision of property (duty of district clerk)
35038 Appointment of clerk by county superintendent of schools
35039 Dismissal of clerk
35121 Appointment of clerk in certain city and high school districts
35143 Annual organizational meetings
35250 Duty to keep certain records and reports
38113 Duty of clerk (re provision of school supplies)
GOVERNMENT CODE
54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996
WEB SITES
CSBA: http://www.csba.org

Board Bylaws BB 9124(a)

ATTORNEY

The Governing Board recognizes the complex legal environment in which districts operate and desires reliable, high-quality legal advice at reasonable rates. In order to meet the district's legal needs, the Board may contract with county counsel, attorneys in private practice, or appoint legal counsel as a district employee or independent contractor. The Board also supports pursuing collaborative legal efforts with other agencies and districts as appropriate.

(cf. 3320 - Claims and Actions Against the District)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)
(cf. 9260 - Legal Protection)

Duties of Legal Counsel

The district's legal counsel may: (Education Code 35041.5)

1. Render legal advice to the Board and the Superintendent or designee

2. Serve the Board and the Superintendent or designee in the preparation and conduct of district litigation and administrative proceedings

3. Render advice on school bond and tax increase measures and prepare the necessary forms for the voting of these measures

4. Perform other administrative duties as assigned by the Board and Superintendent or designee

Contacting Legal Counsel

At his/her discretion, the Board president or Superintendent may confer with district legal counsel subject to any limits or parameters established by the Board. In addition, the Superintendent or Board president may contact district legal counsel to provide the Board with legal information or advice when so directed by a majority of the Board.

Individual Board members other than the Board president may not seek advice from district legal counsel on matters of district business unless so authorized by a majority of the Board.

(cf. 9200 - Limits of Board Member Authority)
(cf. 9321 - Closed Session Purposes and Agendas)

Legal Reference: (see next page)

ATTORNEY (continued)

Legal Reference:

EDUCATION CODE
35041 Administrative adviser
35041.5 Legal counsel
35161 Powers and duties of governing board
35200-35214 Liabilities, especially:
35204 Contract with attorney in private practice
35205 Contract for legal services
GOVERNMENT CODE
814-895.8 Liability of public entities and public employees
995-996.6 Defense of public employees
26520 Legal services to school districts
53060 Special services and advice

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2007
Maximizing School Board Leadership: Boardsmanship, 1996
NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
Selecting and Working with a School Attorney: A Guide for School Boards, 1997
WEB SITES
CSBA: http://www.csba.org
California Council of School Attorneys:
http://www.csba.org/LegislationAndLegal/Legal/CaliforniaCouncilOfSchoolAttorneys.aspx
National School Boards Association: http://www.nsba.org
State Bar of California: http://www.calbar.ca.gov

BOARD COMMITTEES

The Governing Board may establish a committee whenever it determines that such a committee would benefit the district by providing diverse viewpoints, specialized knowledge or expertise, or increased efficiency. Such committees may be subcommittees of the Board or committees that include members of the community, staff, or other stakeholder groups.

(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 9140 - Board Representatives)

Upon establishing a committee, the Board shall clearly define the committee's purpose, any timeline for completion of assigned responsibilities, any stakeholder groups or individuals to be represented on the committee, length of time that committee members are expected to serve, and expectations for reporting to the Board and/or the Superintendent or designee. Unless specifically authorized by the Board to act on its behalf, the committee shall act in an advisory capacity.

Except for subcommittees of the Board, committee members shall, as appropriate, be recommended by the Superintendent or designee and approved by the Board.

(cf. 9121 - President)

The Superintendent or designee shall provide committee members with information and assistance necessary for the fulfillment of the committee's charges, and may serve as a non-voting advisor to the committee at the discretion of the Board.

Whenever so charged, committees may actively seek input and participation by parents/guardians, staff, community, and students and may consult with local public boards and agencies.

Any committee not required by law may be dissolved when its duties or term has been completed or whenever the Board deems necessary.

Committee Meetings

Unless otherwise exempted by law, Board-created committees shall provide public notice of their meetings and conduct meetings in accordance with Government Code 54950-54963 (the Brown Act).

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

However, Board subcommittees composed solely of less than a quorum of the members of the Board are not subject to open meeting laws unless they are standing committees. Standing committees of the Board, irrespective of membership, are those that have a continuing subject matter jurisdiction or a meeting schedule established by action of the Board. (Government Code 54952)

Standing committees with a continuing subject matter jurisdiction include, but are not limited to, those responsible for providing advice on budgets, audits, Board policy, contracts, and personnel matters at the Board's request.

BOARD COMMITTEES (continued)

(cf. 3100 - Budget)
(cf. 3430 - Investing)
(cf. 9310 - Board Policies)

When a majority of the members of the Board attend an open and noticed meeting of a standing committee, the Board members who are not members of the standing committee shall attend only as observers. (Government Code 54952.2)

Whenever any advisory or standing committee, including a committee not otherwise subject to the Brown Act, posts a meeting agenda at least 72 hours in advance of the meeting, that meeting shall be considered as a regular meeting of the Board for purposes of the Brown Act and therefore must be held within district boundaries unless otherwise authorized by law. (Government Code 54954)

Committees may meet in a closed session during a regular or special meeting only for those purposes specifically authorized by law for closed sessions held by the Board.

(cf. 9321 - Closed Session Purposes and Agendas)

Legal Reference:
EDUCATION CODE
35010 Control of district; prescription and enforcement of rules
35024 Executive committee
35160 Authority of governing boards
35160.1 Broad authority of school districts
GOVERNMENT CODE
54950-54963 The Brown Act, especially:
54952 Legislative body, definition
54952.2 Definition of meeting
54954 Time and place of regular meetings; special meetings; emergencies
54954.3 Opportunity for public to address legislative body
54957 Closed session purposes
COURT DECISIONS
Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781
ATTORNEY GENERAL OPINIONS
81 Ops.Cal.Atty.Gen. 156 (1998)
80 Ops.Cal.Atty.Gen. 308 (1997)
79 Ops.Cal.Atty.Gen. 69 (1996)

Management Resources:
CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 2009
WEB SITES
CSBA: http://www.csba.org
National School Boards Association: http://www.nsba.org

BOARD REPRESENTATIVES

The Governing Board recognizes that effective performance of its community leadership responsibilities may require its participation in district or community committees on matters of concern to the district and its students. As needed, the Board may appoint any of its members to serve as its representative on a district committee or on a committee of another public agency or organization of which the Board or district is a member or to which the Board is invited to participate.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 9000 - Role of the Board)
(cf. 9130 - Board Committees)
(cf. 9270 - Conflict of Interest)
(cf. 9320 - Meetings and Notices)

When making such appointments, the Board shall clearly specify the authority and responsibilities of the representative(s), including, but not limited to, reporting back to the Board regarding committee activities and/or actions. Board representatives shall not exercise the authority of the Board without prior Board approval.

(cf. 9005 - Governance Standards)
(cf. 9200 - Limits of Board Member Authority)

If a committee discusses a topic on which the Board has taken a position, the Board member shall express the position of the Board. When contributing his/her own ideas or opinions, the representative shall clearly indicate that he/she is expressing his/her individual idea or opinion.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9010 - Public Statements)

Legal Reference:

EDUCATION CODE
4000-4014 County committees on school district organization
35020-35046 School district officers and agents (power of governing board to employ or appoint)
35160 Authority of governing boards
GOVERNMENT CODE
54952.2 Meetings

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California Department of Education District Organization Handbook, 2010

Board Bylaws BB 9200(a)

LIMITS OF BOARD MEMBER AUTHORITY

The Governing Board recognizes that the Board is the unit of authority over the district and that a Board member has no individual authority. Board members shall hold the education of students above any partisan principle, group interest, or personal interest.

(cf. 1160 - Political Processes)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9270 - Conflict of Interest)
(cf. 9323 - Meeting Conduct)

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Superintendent. Board members shall refer Board-related correspondence to the Superintendent for forwarding to the Board or for placement on the Board's agenda, as appropriate.

(cf. 1340 - Access to District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9322 - Agenda/Meeting Materials)

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

A Board member whose child is attending a district school should be aware of his/her role as a Board member when interacting with district employees about his/her child. Because his/her position as a Board member may inhibit the performance of school personnel, the Board member should inform the Superintendent or designee before volunteering in his/her child's classroom.

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

LIMITS OF BOARD MEMBER AUTHORITY (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
7054 Use of district property
35010 Control of district; prescription and enforcement of rules
35100-35351 Governing boards, especially:
35160-35184 Powers and duties
35291 Rules
35292 Visits to schools (Board members)
51101 Rights of parents/guardians
GOVERNMENT CODE
54950-54962 The Ralph M. Brown Act, especially:
54952.1 Member of a legislative body of a local agency
54952.7 Copies of chapter to members of legislative body

Management Resources:

CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996
WEB SITES
CSBA: http://www.csba.org

GOVERNING BOARD ELECTIONS

Any person is eligible to be a member of the Governing Board, without further qualifications, if he/she is 18 years of age or older, a citizen of California, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or be a Board member except when he/she has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

A district employee elected to the Board shall resign his/her employment before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

(cf. 9224 - Oath of Affirmation)
(cf. 9270 - Conflict of Interest)

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election. Board election procedures shall be conducted in accordance with state and federal law.

(cf. 9110 - Terms of Office)

Electing Board Members

Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.

To ensure ongoing compliance with the California and federal Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

If the Board determines that a change is necessary, it shall adopt a resolution at an open meeting specifying the change(s) and shall, in accordance with Education Code 5019 or other applicable provisions of law, obtain approval from the county committee on school district organization having jurisdiction over the district.

(cf. 9320 - Meetings and Notices)

Campaign Conduct

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 9005 - Governance Standards)

GOVERNING BOARD ELECTIONS (continued)

Statement of Qualifications

The district shall assume no part of the cost of printing, handling, translating, or mailing of candidate statements filed pursuant to Elections Code 13307.

Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

Legal Reference:

EDUCATION CODE
1000 Composition, and trustee area, county board of education
1006 Qualifications for holding office, county board of education
5000-5033 Elections
5220-5231 Elections
5300-5304 General provisions (conduct of elections)
5320-5329 Order and call of elections
5340-5345 Consolidation of elections
5360-5363 Election notice
5380 Compensation (of election officer)
5390 Qualifications of voters
5420-5426 Cost of elections
5440-5442 Miscellaneous provisions
7054 Use of district property
35107 Eligibility; school district employees
35177 Campaign expenditures or contributions
35239 Compensation of governing board member of districts with less than 70 ADA
ELECTIONS CODE
20 Public office eligibility
1302 Local elections, school district election
2201 Grounds for cancellation
4000-4004 Elections conducted wholly by mail
10400-10418 Consolidation of elections
10509 Notice of election by secretary
10600-10604 School district elections
13307 Candidate's statement

Legal Reference continued: (see next page)

GOVERNING BOARD ELECTIONS (continued)

Legal Reference: (continued)
13309 Candidate's statement, indigence
14025-14032 California Voting Rights Act
20440 Code of Fair Campaign Practices
GOVERNMENT CODE
1021 Conviction of crime
1097 Illegal participation in public contract
12940 Nondiscrimination, Fair Employment and Housing Act
81000-91014 Political Reform Act
PENAL CODE
68 Bribes
74 Acceptance of gratuity
424 Embezzlement and falsification of accounts by public officers
661 Removal for neglect or violation of official duty
CALIFORNIA CONSTITUTION
Article 2, Section 2 Voters, qualifications
Article 7, Section 7 Conflicting offices
Article 7, Section 8 Disqualification from office
UNITED STATES CODE, TITLE 42
1973-1973aa-6 Voting Rights Act
COURT DECISIONS
Rey v. Madera Unified School District, (2012) 138 Cal. Rptr. 3d 192
Randall v. Sorrell, (2006) 126 S.Ct. 2479
Sanchez v. City of Modesto, (2006) 51 Cal.Rptr.3d 821
Dusch v. Davis, (1967) 387 U.S. 112
ATTORNEY GENERAL OPINIONS
85 Ops.Cal.Atty.Gen. 49 (2002)
83 Ops.Cal.Atty.Gen. 181 (2000)
81 Ops.Cal.Atty.Gen. 98 (1998)
69 Ops.Cal.Atty.Gen. 290 (1986)

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Secretary of State's Office: http://www.ss.ca.gov
Fair Political Practices Commission: http://www.fppc.ca.gov
Institute for Local Self Government: http://www.ca-ilg.org

Board Bylaws BB 9222

RESIGNATION

A Governing Board member who wishes to resign may do so by filing a written resignation with the County Superintendent of Schools. (Education Code 5090)

A copy shall be given to the Board secretary.

The written resignation is effective when filed, except when a deferred effective date is specified in the resignation. (Education Code 5090)

A Board member may not defer the effective date of his/her resignation for more than 60 days after filing. (Education Code 5091)

A written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable upon being filed. (Education Code 5090)

Upon resignation, the Board member may continue to exercise all his/her powers, save that of voting for a successor, until the effective date of resignation. (Education Code 35178)

(cf. 9270 - Conflict of Interest)

Legal Reference:
EDUCATION CODE
5090 Definition (vacancy)
5091 Special Election
35178 Resignation with deferred effective date

Board Bylaws BB 9223(a)

FILLING VACANCIES

Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)

2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)

3. A Board member's resignation (Government Code 1770)

   A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including by recall (Elections Code 11384; Government Code 1770)

5. A Board member's ceasing to be a resident of the district (Government Code 1770)

6. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)

   a. Upon district business with the approval of the Board

   b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

      In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

   c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

FILLING VACANCIES (continued)

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)

(cf. 9224 - Oath or Affirmation)

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)

11. The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond (Government Code 1770)

12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

FILLING VACANCIES (continued)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)

3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

(cf. 9220 - Governing Board Elections)

Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

(cf. 9130 - Board Committees)
(cf. 9323.2 - Actions by the Board)

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. This notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

FILLING VACANCIES (continued)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation

2. The full name of the appointee

3. The date of appointment

4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

(cf. 9100 - Organization)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

FILLING VACANCIES (continued)

Legal Reference:

EDUCATION CODE
5000-5033 Elections
5090-5095 Vacancies
5200-5208 Districts governed by boards of education
5300-5304 Elections
5320-5329 Order and call of election
5340-5345 Consolidation of elections
5360-5363 Election notice
5420-5426 Cost of elections
5440-5442 Miscellaneous provisions, elections
35107 Eligibility of board members
35178 Resignation with deferred effective date
ELECTIONS CODE
10600-10604 School district elections
11381-11386 Candidates for recall
GOVERNMENT CODE
1064 Absence from state
1770 Vacancies: definition
3000-3003 Forfeiture of office
3060-3075 Removal other than by impeachment
6061 One time notice
54950-54963 The Ralph M. Brown Act
PENAL CODE
88 Bribery, forfeiture from office
UNITED STATES CODE, TITLE 18
704 Military medals or decorations
ATTORNEY GENERAL OPINIONS
58 Ops.Cal.Atty.Gen. 888 (1975)

Management Resources:

CSBA PUBLICATIONS
Filling a Board Vacancy, rev. December 2010
WEB SITES
CSBA: http://www.csba.org
California State Attorney General's Office, Quo Warranto Applications: http://ag.ca.gov/opinions/quo_warranto.php

Board Bylaws BB 9224

OATH OR AFFIRMATION

Prior to entering upon the duties of their office, all Governing Board members shall take the oath or affirmation required by law. (Government Code 1360)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

The oath may be administered and certified by a Board member, secretary or assistant secretary to the Board, Superintendent, deputy or assistant superintendent, principal, or County Superintendent of Schools or any other person authorized in Education Code 60.

The executed oath shall be filed with the County Clerk. (Government Code 1363)

Legal Reference:

EDUCATION CODE
60 Persons authorized to administer and certify oaths
GOVERNMENT CODE
1303 Misdemeanor for failure to take oath
1360-1369 Oath of office
3100-3109 Oath or affirmation of allegiance
CALIFORNIA CONSTITUTION
Article 20, Section 3 Oath of office
COURT DECISIONS
Chilton v. Contra Costa Community College District (1976) 55 Cal. App. 3d 544
Vogel v. County of Los Angeles (1967) 68 Cal. 2d 18, 22

ORIENTATION

Board Candidate Orientation

The Governing Board desires to provide Board candidates with orientation that will enable them to understand the responsibilities and expectations of Board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and Board responsibilities. He/she may also provide candidates with information about the election process, including, but not limited to, information about campaign conduct and ballot statement information.

(cf. 9200 - Limits of Board Member Authority)
(cf. 9220 - Governing Board Elections)
(cf. 9270 - Conflict of Interest)

The Board encourages all candidates to attend public Board meetings during the period of their candidacy. Candidates shall have the same access as members of the public to district staff and information.

(cf. 1340 - Access to District Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

New Board Member Orientation

The Board shall convene a meeting to provide an orientation and information to incoming Board members to assist them in understanding the Board's functions, policies, procedures, protocols, and agreed-upon standards of conduct. Incoming Board members shall receive the district's policy manual and other materials related to the district and Board member responsibilities.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)

The Superintendent may provide incoming Board members with additional background and information regarding the district's vision and goals, operations, and current challenges in areas that include, but are not limited to, student achievement, curriculum, finance, facilities, policy, human resources, and collective bargaining.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

Incoming members are encouraged to attend Board meetings and review agenda materials available to the public in order to become familiar with current issues facing the district. Incoming members also may, at district expense and with approval of the Board, attend workshops and conferences relevant to their individual needs or to the needs of the Board as a whole or the district.

(cf. 9240 - Board Development)

Legal Reference: (see next page)

ORIENTATION (continued)

Legal Reference:

EDUCATION CODE
33360 Department of Education and statewide association of school district boards; annual workshops
33362-33363 Reimbursement of expenses; board member or member-elect
ELECTIONS CODE
13307 Candidate's statement
20440 Code of Fair Campaign Practices
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act, especially:
54952.1 Member of a legislative body
54952.7 Copies of Brown Act to board members

Management Resources:

CSBA PUBLICATIONS
School Board Leadership, 2007
The Brown Act: School Boards and Open Meeting Laws, rev. 2007
Guide to Effective Meetings, 2007
Professional Governance Standards, 2000
Maximizing School Board Leadership, 1996
NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
Becoming a Better Board Member: A Guide to Effective School Board Service, 2006
WEB SITES
CSBA: http://www.csba.org
Fair Political Practices Commission: http://www.fppc.ca.gov
National School Boards Association: http://www.nsba.org

Board Bylaws BB 9240

BOARD DEVELOPMENT

Citizens elected to the Governing Board are entrusted with the responsibility of governing district schools. The Board recognizes that its members need training that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

All Board members may attend conferences for the purpose of Board development. Board business shall not be discussed at conferences.

(cf. 9230 - Orientation)
(cf. 9320 - Meetings and Notices)

Board members shall report to the Board, orally or in writing, as soon as possible on the inservice activities they attend.

Funds for Board development shall be budgeted annually for each Board member.

(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

Legal Reference:
EDUCATION CODE
33360 Department of Education and statewide association of school district boards; annual workshop
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act, especially:
54952.2 Meeting

Board Bylaws BB 9250(a)

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Compensation

Each member of the Governing Board may receive the maximum monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings he/she attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 35120)

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, telephone, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

(cf. 1160 - Political Processes)
(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)
(cf. 3513.1 - Cellular Phone Reimbursement)

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board. (Education Code 35044)

(cf. 9240 - Board Development)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee before the expense is incurred.

Health and Welfare Benefits for Current Board Members

Board members may participate in the health and welfare benefits program provided for district employees.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and welfare benefits for Board members shall be no greater than that received by the district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.

Health and welfare benefits provided to Board members may be afforded at the same level to their spouse/registered domestic partner and to their eligible dependent children at the Board members expense.

Legal Reference: (see next page)

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)

Legal Reference:

EDUCATION CODE
33050-33053 General waiver authority
33362-33363 Reimbursement of expenses for attendance at workshops
35012 Board members; number, election and term
35044 Payment of traveling expenses of representatives of board
35120 Compensation for services as member of governing board
35172 Promotional activities
44038 Cash deposits for transportation purchased on credit
FAMILY CODE
297-297.5 Rights, protections and benefits under law; registered domestic partners
GOVERNMENT CODE
8314 Use of public resources
20322 Elective officers; election to become member
20420-20445 Membership in Public Employees' Retirement System; definition of safety employees
53200-53209 Group insurance
54952.3 Simultaneous or serial meetings; announcement of compensation
HEALTH AND SAFETY CODE
1373 Health services plan, coverage for dependent children
INSURANCE CODE
10277-10278 Group and individual health insurance, coverage for dependent children
UNITED STATES CODE, TITLE 26
403 Tax-sheltered annuities
UNITED STATES CODE, TITLE 42
18011 Right to maintain existing health coverage
CODE OF FEDERAL REGULATIONS, TITLE 26
1.403(b)-2 Tax-sheltered annuities, definition of employee
COURT DECISIONS
Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598
Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578
ATTORNEY GENERAL OPINIONS
91 Ops.Cal.Atty.Gen. 37 (2008)
83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
Sample Expense and Use of Public Resources Policy Statement, January 2006
INTERNAL REVENUE SERVICE PUBLICATIONS
Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-Exempt Organizations, Publication 571, rev. February 2013
WEB SITES
CSBA: http://www.csba.org
Institute for Local Government: http://www.ca-ilg.org
Internal Revenue Service: http://www.irs.gov
Public Employees' Retirement System: http://www.calpers.ca.gov

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

RESOLUTION ON BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that *(name of Board member)* did not attend the Board meeting(s) on *(dates)* for the following reason(s): *(check applicable reasons)*

[ ] Performance of other designated duties for the district during the time of the meeting
[ ] Illness or jury duty
[ ] Hardship deemed acceptable by the Board

NOW THEREFORE BE IT RESOLVED that the Board of the San Ysidro School District approves full compensation of the Board member for the month of _____.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a regular meeting, by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

Attest:

_____ _____
Secretary President

LEGAL PROTECTION

Liability Insurance

The Governing Board shall provide insurance necessary to protect Board members and employees while acting within the scope of their office or employment in accordance with Education Code 35208.

(cf. 3530 - Risk Management/Insurance)

Protection Against Liability

No Board member shall be liable for harm caused by his/her act or omission when acting within the scope of district responsibilities. The act or omission must be in conformity with federal, state and local laws and made in furtherance of an effort to control, discipline, expel or suspend a student, or maintain order or control in the classroom or school. (20 USC 6736)

The protection against liability shall not apply when: (20 USC 6736)

1. The Board member acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.

2. The Board member caused harm by operating a motor vehicle.

3. The Board member was not properly licensed, if required, by the State for such activities.

4. The Board member was found by a court to have violated a federal or state civil rights law.

5. The Board member was under the influence of alcohol or any drug at the time of the misconduct.

6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the Board member has been convicted in a court.

7. The misconduct involved a sexual offense for which the Board member has been convicted in a court.

Legal Reference: (see next page)

LEGAL PROTECTION (continued)

Legal Reference:

EDUCATION CODE
17029.5 Contract funding; board liability
35208 Liability insurance
35214 Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)
GOVERNMENT CODE
815.3 Intentional torts
820-823 Tort Claims Act
825.6 Indemnification of public entity
1090-1098 Conflicts of interest, prohibitions applicable to specified officers
54950-54963 The Ralph M. Brown Act
87100-89503 Conflicts of interest
UNITED STATES CODE, TITLE 18
16 Crime of violence defined
UNITED STATES CODE, TITLE 20
6731-6738 Teacher Protection Act
COURT DECISIONS
Caldwell v. Montoya (Paramount Unified School District) 10 Cal 4th 972 (1995)

Board Bylaws BB 9270(a)

CONFLICT OF INTEREST

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

(cf. 9005 - Governance Standards)

The Board shall adopt a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and the disclosure categories required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body.

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87500)

(cf. 4117.2/4217.2/4317.2 - Resignation)
(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

CONFLICT OF INTEREST (continued)

A Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18702.1)

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

Conflict of Interest under Government Code 1090

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

CONFLICT OF INTEREST (continued)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Rule of Necessity or Legally Required Participation

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Prohibition Against Certain Gifts/ Limitation on Campaign Contributions to Members of and Candidates for the Board

This policy applies to all Board members, and to candidates (as contemplated in Government Code 82007) and Candidate Controlled Committees ("Committee") (as contemplated in Government Code 82016) for the Board of the San Ysidro School District. The purpose of this policy is to establish an explicit and unequivocal standard for current and future Board members, candidates, and committees to follow when considering campaign contributions and gifts while they are in service to this community as Board members or running for election to the Board. Further, this policy is intended to eliminate any potential for actual or perceived bias on the part of any Board member or candidate and to prevent corruption and the appearance of corruption by limiting the size of campaign contributions.

This policy explicitly applies to gifts of all kinds, including, but not limited to, gifts of travel (as contemplated in Government Code 89506), wedding, holiday, meals or other gifts (as contemplated in Government Code 89503) and offers of employment or any other enterprise for compensation. To the extent that any aspect of this policy exceeds the requirements in Government Code 89503 or 2 CCR 18730, this policy shall provide additional prohibitions on the acceptance of contributions. Further, this policy is intended to supplement the Board's existing Conflict of Interest Policy as contained in its Bylaws.

CONFLICT OF INTEREST (continued)

Provisions of this policy that limit campaign contributions ("Contributions") (as contemplated in Government Code 82015) apply to candidates for the Board and their committees.

For purposes of this policy, "person" shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert as contemplated in Government Code 82047.

The policy provides:

1. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that is engaged in business with the San Ysidro School District at the time the contribution is made;

2. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that, within the preceding 12 months, has submitted any proposal, whether formal or informal, verbal or in writing, to perform any business on behalf of the San Ysidro School District at the time the contribution is made;

3. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that has performed any work for compensation on behalf of the San Ysidro School District within 12 months of the time the contribution is made.

4. District employees are not prohibited from giving gifts or making contributions. Board members, candidates and committees may not solicit, directly or indirectly, a contribution from a district employee with knowledge that the person from whom the contribution is solicited is a district employee. (see California Government Code section 3205) Recipients must disclose gifts and contributions, as required under state law (Government Code section 81000 et seq.).

5. This policy, as it pertains to gifts, extends to relatives of Board members and candidates. "Relative" means an adult who is related to the member by blood or affinity within the third degree, or an individual in an adoptive relationship within the third degree. (Education Code 35107(e).) A gift given to a relative of a Board member shall be considered a gift to the Board member if evidence suggests that the donor has a purpose to influence the official (as contemplated in 2 CCR 18943)

The Board shall review this policy in even-numbered years and it shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views as to any proposed changes.

CONFLICT OF INTEREST (continued)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE
1006 Qualifications for holding office
35107 School district employees
35230-35240 Corrupt practices, especially:
35233 Prohibitions applicable to members of governing boards
41000-41003 Moneys received by school districts
FAMILY CODE
297.5 Rights, protections, and benefits of registered domestic partners
GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
1125-1129 Incompatible activities
81000-91014 Political Reform Act of 1974, especially:
82011 Code reviewing body
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
91000-91014 Enforcement
PENAL CODE
85-88 Bribes
CODE OF REGULATIONS, TITLE 2
18110-18997 Regulations of the Fair Political Practices Commission, especially:
18702.5 Public identification of a conflict of interest for Section 87200 filers
COURT DECISIONS
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

Legal References continued: (see next page)

CONFLICT OF INTEREST (continued)

Legal Reference: (continued)

ATTORNEY GENERAL OPINIONS
92 Ops.Cal.Atty.Gen. 26 (2009)
92 Ops.Cal.Atty.Gen. 19 (2009)
89 Ops.Cal.Atty.Gen. 217 (2006)
86 Ops.Cal.Atty.Gen. 138(2003)
85 Ops.Cal.Atty.Gen. 60 (2002)
82 Ops.Cal.Atty.Gen. 83 (1999)
81 Ops.Cal.Atty.Gen. 327 (1998)
80 Ops.Cal.Atty.Gen. 320 (1997)
69 Ops.Cal.Atty.Gen. 255 (1986)
68 Ops.Cal.Atty.Gen. 171 (1985)
65 Ops.Cal.Atty.Gen. 606 (1982)
63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS
Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS
Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005
INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Understanding the Basics of Public Service Ethics: Transparency Laws, 2009
WEB SITES
CSBA: http://www.csba.org
Fair Political Practices Commission: http://www.fppc.ca.gov
Institute of Local Government: http://www.ca-ilg.org

Bylaw
adopted: October 19, 1987
revised: October 30, 2014
amended: November 12, 2015

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

CONFLICT OF INTEREST

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the San Ysidro School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the San Ysidro School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the San Ysidro School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

Attest:

_____
Secretary/President

CONFLICT OF INTEREST (continued)

Conflict of Interest Code of the
San Ysidro School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. **Category 1:** A person designated Category 1 shall disclose:

   a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

   b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

2. **Category 2:** A person designated Category 2 shall disclose:

   a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.

   b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)

Designated Positions

Designated Position	Disclosure Category
Governing Board Members	1
Superintendent of Schools	1
Chief Operating Officer	2
Executive Director of Human Resources	2
Executive Director of Curriculum, Instruction and Innovation	2
Coordinator of Special Services	2
Principal	2
Assistant Principal	2
Director of Maintenance, Operations, Transportation and Facilities	2
Director of Special Education	2
Director of Information Management Services	2
Coordinator of Pre-school and Child Development Programs	2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval

CONFLICT OF INTEREST (continued)

5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract

6. Grant district approval to a plan, design, report, study, or similar item

7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

School Board Code of Ethics

School board members pledge to be:

1. Champions of the public schools
2. Committed to high quality education for every student
3. Honest and sincere, having the courage of their convictions
4. Willing and capable of assuming board responsibilities
5. Able to work cooperatively with others
6. Non-partisan in dealing with all school matters; the Board does not wish in any way to subordinate the education of children and youth to any partisan principle, group interest, or personal ambition
7. Willing to maintain confidentiality of privileged information
8. Aware that the strength of the Board is as a board, not as individuals; individual board members have no authority or power to act on behalf of the Board; therefore, a board member should never make out-of-meeting commitments on behalf of the District or the Board
9. Informed of concerning state and federal laws and regulations concerning education
10. Faithful in attendance at board meetings and diligent in preparation and study to become informed concerning the issues to be considered at those meetings
11. Willing to conduct school business in open meeting as when required to do so by law, even when the subject is controversial or personal
12. Cognizant that the primary function of the Board is to establish the policies by which the schools are to be administered, but that the administration of the educational program and the conduct of school business shall be left to the Superintendent
13. Eager to learn from association with other school board members from around the state and nation, and open to personal development through reading publications of the California School Boards Association and attending seminars and conventions of similar organizations
14. Aware that it is as important for the Board to understand and evaluate and support administration of the educational program of the schools as it is to plan for the business of school operation
15. Vigilant against even the appearance of conflict of interest; board members should become familiar with the laws governing contracts and purchases as they relate to board members and carefully avoid any violation

Legal References:

EDUCATION CODE:

1040-1047 Duties and responsibilities of county boards

35010 Power of governing board to adopt rules for its own governance

35160 Board authority to act in any manner not conflicting with law

School Board Code of Ethics **(continued)**

35164 Actions by majority vote
GOVERNMENT CODE
1090 Financial interest in contract
1098 Disclosure of confidential information
1125-1129 Incompatible activities
54950-54963 The Ralph M. Brown Act
87300-87313 Conflict of interest code
Management Resources:
CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996
WEB SITES
CSBA: http://www.csba.org

Bylaw adopted
By the Board: January 26, 2017

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

Current

PROHIBITION AGAINST CERTAIN GIFTS/LIMITATION ON CAMPAIGN CONTRIBUTIONS TO MEMBERS OF AND CANDIDATES FOR THE GOVERNING BOARD

This policy applies to all Governing Board members, and to candidates (as contemplated in Government Code 82007) and Candidate Controlled Committees ("Committee") (as contemplated in Government Code 82016) for the Board of the San Ysidro School District. The purpose of this policy is to establish an explicit and unequivocal standard for current and future Board members, candidates, and committees to follow when considering campaign contributions and gifts while they are in service to this community as Board members or running for election to the Board. Further, this policy is intended to eliminate any potential for actual or perceived bias on the part of any Board member or candidate and to prevent corruption and the appearance of corruption by limiting the size of campaign contributions.

This policy explicitly applies to gifts of all kinds, including, but not limited to, gifts of travel (as contemplated in Government Code 89506), wedding, holiday, meals or other gifts (as contemplated in Government Code 89503) and offers of employment or any other enterprise for compensation. To the extent that any aspect of this policy exceeds the requirements in Government Code 89503 or 2 CCR 18730, this policy shall provide additional prohibitions on the acceptance of contributions. Further, this policy is intended to supplement the Board's existing Conflict of Interest Policy as contained in its Bylaws.

Provisions of this policy that limit campaign contributions ("Contributions") (as contemplated in Government Code 82015) apply to candidates for the Board and their committees.

For purposes of this policy, "person" shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert as contemplated in Government Code 82047.

The policy provides:

1. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that is engaged in business with the San Ysidro School District at the time the contribution is made;

2. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that, within the preceding 12 months, has submitted any proposal, whether formal or informal, verbal or in writing, to perform any business on behalf of the San Ysidro School District at the time the contribution is made;

Current

PROHIBITION AGAINST CERTAIN GIFTS/LIMITATION ON CAMPAIGN CONTRIBUTIONS TO MEMBERS OF AND CANDIDATES FOR THE GOVERNING BOARD (continued)

3. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that has performed any work for compensation on behalf of the San Ysidro School District within 12 months of the time the contribution is made.

4. District employees are not prohibited from giving gifts or making contributions. Board members, candidates and committees may not solicit, directly or indirectly, a contribution from a district employee with knowledge that the person from whom the contribution is solicited is a district employee. (See Government Code 3205) Recipients must disclose gifts and contributions, as required under state law (Government Code 81000 et seq.).

5. This policy, as it pertains to gifts, extends to relatives of Board members and candidates. "*Relative*" means an adult who is related to the member by blood or affinity within the third degree, or an individual in an adoptive relationship within the third degree. (Education Code 35107(e).) A gift given to a relative of a Board member shall be considered a gift to the Board member if evidence suggests that the donor has a purpose to influence the official (as contemplated in 2 CCR 18943)

The Board shall review this policy in even-numbered years and it shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views as to any proposed changes.

BOARD POLICIES

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 9000 - Role of the Board)

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agendas/Meeting Materials)

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision or goals, educational research or trends, or a change in the superintendency or Board membership. The need may also occur as a result of an incident that has arisen in the district or a recommendation or request from staff or other interested persons.

2. As needed, the Superintendent or designee shall gather fiscal and other data, staff and public input, related district policies, sample policies from other organizations or agencies, and other useful information to fully inform the Board about the issue.

(cf. 1220 - Citizen Advisory Committees)

BOARD POLICIES (continued)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, how the proposed policy may affect student learning, community expectations, staff recommendations, fiscal impact, as well as the policy's impact on governance and operational efficiency.

4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.

5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Conduct)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323.2 - Actions by the Board)

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own government consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of

BOARD POLICIES (continued)

district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other necessary provisions. The Superintendent or designee also may develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At the time a policy is adopted, the Board and Superintendent or designee shall determine whether an evaluation of the policy should be scheduled and, if so, shall agree upon a timeline and measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

Access to Policies

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. A public copy of the policy manual shall be maintained at the district central office and at each school site. These copies shall be maintained either electronically or by paper copy.

(cf. 1113 - District and School Web Sites)
(cf. 1340 - Access to District Records)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue.

(cf. 1112 - Media Relations)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
(cf. 6020 - Parent Involvement)

Suspension of Policies

No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

BOARD POLICIES (continued)

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Legal Reference:

EDUCATION CODE
35010 Control of district; prescription and enforcement of rules
35160 Authority of governing boards
35160.5 Annual review of school district policies
35163 Official actions, minutes and journal
35164 Vote requirements

Management Resources:

CSBA PUBLICATIONS
Targeting Student Learning: The School Board's Role as Policymaker, 2005
Maximizing School Board Leadership: Policy, 1996
WEB SITES
CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online™), Policy Audit Program, Individual District Policy Workshops, Agenda Online, and Manual Maintenance: http://www.csba.org/ps
National School Boards Association: http://www.nsba.org

Board Bylaws BB 9320(a)

MEETINGS AND NOTICES

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Regular Meetings

The Board shall typically hold one regular meeting each month. Regular meetings shall be held at 4:30 p.m. on the second Thursday of the month as set forth at the Annual Organizational Meeting.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

MEETINGS AND NOTICES (continued)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

MEETINGS AND NOTICES (continued)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

MEETINGS AND NOTICES (continued)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)
(cf. 2111 - Superintendent Governance Standards)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

MEETINGS AND NOTICES (continued)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if it's principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on nonadversarial collective bargaining techniq

MEETINGS AND NOTICES (continued)

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference: (see next page)

MEETINGS AND NOTICES (continued)

Legal Reference:

EDUCATION CODE
35140 Time and place of meetings
35143 Annual organizational meeting, date, and notice
35144 Special meeting
35145 Public meetings
35145.5 Agenda; public participation; regulations
35146 Closed sessions
35147 Open meeting law exceptions and applications
GOVERNMENT CODE
3511.1 Local agency executives
11135 State programs and activities, discrimination
54950-54963 The Ralph M. Brown Act, especially:
54953 Meetings to be open and public; attendance
54954 Time and place of regular meetings
54954.2 Agenda posting requirements, board actions
54956 Special meetings; call; notice
54956.5 Emergency meetings
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications
36.303 Auxiliary aids and services
COURT DECISIONS
Wolfe v. City of Fremont, (2006) 144 Cal.App. 544
ATTORNEY GENERAL OPINIONS
88 Ops.Cal.Atty.Gen. 218 (2005)
84 Ops.Cal.Atty.Gen. 181 (2001)
84 Ops.Cal.Atty.Gen. 30 (2001)
79 Ops.Cal.Atty.Gen. 69 (1996)
78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2009
INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
The ABCs of Open Government Laws
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010
WEB SITES
CSBA: http://www.csba.org
CSBA, Agenda Online:
http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx
California Attorney General's Office: http://www.ag.ca.gov
Institute for Local Government: http://www.ca-ilg.org
League of California Cities: http://www.cacities.org

CLOSED SESSION PURPOSES AND AGENDAS

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold closed sessions only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meeting in accordance with law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

(cf. 9321.1 - Closed Session Actions and Reports)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

(cf. 1340 - Access to District Records)

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

Personnel Matters

The Board may hold a closed session to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4215 - Evaluation/Supervision)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4315 - Evaluation/Supervision)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization

2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process

3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator

4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

The Board may meet in closed session to review the Board's position and/or instruct its designated representative regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Matters Related to Students

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension or disciplinary

CLOSED SESSION PURPOSES AND AGENDAS (continued)

action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144 - Discipline)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

(cf. 5125 - Student Records)

Security Matters

The Board may meet in closed session with the Attorney General, district attorney, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Conference with Real Property Negotiator

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(a))

2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting for the purpose of determining whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.

b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda.

c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(cf. 3320 - Claims and Actions Against the District)

d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c)

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2b-e above. (Government Code 54954.5)

Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3530 - Risk Management/Insurance)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the

CLOSED SESSION PURPOSES AND AGENDAS (continued)

district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

Review of Audit Report from Bureau of State Audits

Upon receipt of a confidential final draft audit report from the Bureau of State Audits, the Board may meet in closed session to discuss its response to that report. After public release of the report from the Bureau of State Audits, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the Bureau of State Audits shall state "Audit by Bureau of State Audits." (Government Code 54954.5)

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Legal Reference: (see next page)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Legal Reference:

EDUCATION CODE
35145 Public meetings
35146 Closed session (re student suspension)
44929.21 Districts with ADA of 250 or more
48912 Governing board suspension
48918 Rules governing expulsion procedures; hearings and notice
49070 Challenging content of students records
60617 Meetings of governing board
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act
6252-6270 California Public Records Act
54950-54963 The Ralph M. Brown Act
COURT DECISIONS
Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860
Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672
Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87
Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876
Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363
Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41
ATTORNEY GENERAL OPINIONS
94 Ops.Cal.Atty.Gen. 82 (2011)
86 Ops.Cal.Atty.Gen. 210 (2003)
78 Ops.Cal.Atty.Gen. 218 (1995)
59 Ops.Cal.Atty.Gen. 532 (1976)

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 2009
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2002
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.oag.ca.gov
League of California Cities: http://www.cacities.org

CLOSED SESSION ACTIONS AND REPORTS

No matters other than those announced in open session shall be acted upon during the closed session. (Government Code 54957.7)

(cf. 9321 - Closed Session Purposes and Agendas)

The Governing Board shall reconvene in open session before adjourning and report closed session actions, the votes or abstentions thereon, and other disclosures required by Government Code 54957.1. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing them. (Government Code 54957.7)

Personnel Matters

The Board shall report any personnel action taken and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall identify the title of the position. However, the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Negotiations/Collective Bargaining

Final action on the proposed compensation of one or more unrepresented employees shall not be taken during the closed session. (Government Code 54957.6)

Approval of an agreement concluding closed session labor negotiations with represented employees shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

(cf. 4143/4243 - Negotiations/Consultation)
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

Student Matters

Actions related to student matters shall be taken in open session and shall be a matter of public record. No information shall be released in violation of student privacy rights provided in law. (Education Code 35146, 48918; 20 USC 1232)

CLOSED SESSION ACTIONS AND REPORTS (continued)

In an expulsion action, the student's name shall not be disclosed, but the cause for the expulsion shall be disclosed in open session.

(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125 - Student Records)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Real Estate Negotiations

Approval of an agreement concluding real estate negotiations shall be reported after the agreement is final. If the Board renders the agreement final, it shall report that approval, the votes or abstentions thereon, and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

Pending Litigation

The Board shall report the following actions related to pending litigation, and the votes or abstentions thereon, at the public meeting during which the closed session is held: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.

2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.

3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation and if final approval rests with the other party or with the court, the district shall report the fact of approval, the substance of the agreement and the vote and abstentions thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

CLOSED SESSION ACTIONS AND REPORTS (continued)

Joint Powers Authority/Self-Insurance Claims

The Board shall report the disposition of joint powers authority or self-insurance claims and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall include the name of the claimant(s), the name of the agency claimed against, the substance of the claim and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

(cf. 3320 - Claims and Actions Against the District)
(cf. 3530 - Risk Management/Insurance)

Review of Assessment Instruments

At the public meeting during which the Board holds a closed session to review student assessment instruments, the Board shall confirm that this review was made. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE
35145 Public meetings
35146 Closed session (re student matters)
48918 Rules governing expulsion procedures; hearings and notice
49073-49079 Privacy of student records
60617 Meetings of governing board
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act, especially:
54957.1 Closed sessions; public report of action taken
54957.6 Closed sessions; representatives to employee organization(s)
54957.7 Disclosure of items to be discussed
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.8 Family Educational Rights and Privacy
COURT DECISIONS
Kleitman v. Superior Court of Santa Clara County 87 Cal Rptr. 2d (1999)
ATTORNEY GENERAL OPINIONS
80 Ops.Cal.Atty.Gen. 85 (1997)

AGENDA/MEETING MATERIALS

Agenda Content

Governing Board meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9321- Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each meeting agenda shall list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall specify that an individual should contact the Superintendent or designee if he/she requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting. (Government Code 54954.2)

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 9121 - President)
(cf. 9122 - Secretary)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

AGENDA/MEETING MATERIALS (continued)

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated.

Any Board action that involves borrowing $100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Consent Agenda/Calendar

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent agenda items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval.

When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. However, the agenda need not provide an opportunity for public comment when the consent agenda item has previously been considered at an open meeting of a committee comprised exclusively of all the Board members provided that members of the public were afforded an opportunity to comment on the item at that meeting, unless the item has been substantially changed since the committee considered it. (Government Code 54954.3)

AGENDA/MEETING MATERIALS (continued)

Agenda Dissemination to Board Members

At least three days before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, citizens, and others; and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

(cf. 9012 - Board Member Electronic Communications)

Agenda Dissemination to Members of the Public

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board, provided the document is a public record under the Public Records Act. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. (Government Code 54957.5)

(cf. 1113 - District and School Web Sites)
(cf. 1340 - Access to District Records)

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

AGENDA/MEETING MATERIALS (continued)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Legal Reference:

EDUCATION CODE
35144 Special meetings
35145 Public meetings
35145.5 Right of public to place matters on agenda
GOVERNMENT CODE
6250-6270 Public Records Act
53635.7 Separate item of business
54954.1 Mailed agenda of meeting
54954.2 Agenda posting requirements; board actions
54954.3 Opportunity for public to address legislative body
54954.5 Closed session item descriptions
54956.5 Emergency meetings
54957.5 Public records
54960.2 Challenging board actions; cease and desist
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications
36.303 Auxiliary aids and services
COURT DECISIONS
Mooney v. Garcia, (2012) 207 Cal.App.4th 229
Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS 66318

Management Resources:

CSBA PUBLICATIONS
Call to Order: A Blueprint for Great Board Meetings, 2010
The Brown Act: School Boards and Open Meeting Laws, rev. 2009
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
WEB SITES
CSBA, Agenda Online: http://www.csba.org
California Attorney General's Office: http://www.oag.ca.gov

Board Bylaws BB 9323(a)

MEETING CONDUCT

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 - Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 - President)

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

(cf. 9323.2 - Actions by the Board)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 - Conflict of Interest)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)

MEETING CONDUCT (continued)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2)

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

   Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

(cf. 9130 - Board Committees)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

   Individuals wishing to address the Governing Board regarding the San Ysidro School District under *Items from the Floor* will need to complete a *Request to Communicate to the Board* form provided by the District and submit the completed form to the Superintendent's Secretary prior to the close of the Items on the Floor. Individual communication shall be for no more than three minutes and five minutes for organizations. Only one speaker may address the Board as a representative of an organization. All others may address the Governing Board as individuals

   The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

MEETING CONDUCT (continued)

6. The Board president may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.

   The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3) In addition, the Board may not prohibit public criticism of district employees.

   Whenever a member of the public initiates specific complaints or charges against an employee, the Board president shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board president shall also encourage the complainant to file a complaint using the appropriate district complaint procedure.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the president to terminate the privilege of addressing the Board.

   The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

   When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement.

Recording by the Public

The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.

(cf. 9324 - Board Minutes and Recordings)

MEETING CONDUCT (continued)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Legal Reference:

EDUCATION CODE
5095 Powers of remaining board members and new appointees
32210 Willful disturbance of public school or meeting a misdemeanor
35010 Prescription and enforcement of rules
35145.5 Agenda; public participation; regulations
35163 Official actions, minutes and journal
35164 Vote requirements
35165 Effect of vacancies upon majority and unanimous votes by seven member board
GOVERNMENT CODE
54953.5 Audio or video tape recording of proceedings
54953.6 Broadcasting of proceedings
54954.2 Agenda; posting; action on other matters
54954.3 Opportunity for public to address legislative body; regulations
54957 Closed sessions
54957.9 Disorderly conduct of general public during meeting; clearing of room
PENAL CODE
403 Disruption of assembly or meeting
COURT DECISIONS
McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194
Baca v. Moreno Valley Unified School District, (1996) 936 F.Supp. 719
ATTORNEY GENERAL OPINIONS
76 Ops.Cal.Atty.Gen. 281 (1993)
66 Ops.Cal.Atty.Gen. 336 (1983)
63 Ops.Cal.Atty.Gen. 215 (1980)
61 Ops.Cal.Atty.Gen. 243, 253 (1978)
55 Ops.Cal.Atty.Gen. 26 (1972)
59 Ops.Cal.Atty.Gen. 532 (1976)

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2005
Board Presidents' Handbook, rev. 2002
Maximizing School Board Governance: Boardsmanship
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.caag.state.ca.us

Board Bylaws BB 9323.2(a)

ACTIONS BY THE BOARD

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9012 - Board Member Electronic Communications)
(cf. 9200 - Limits of Board Member Authority)

An *action* by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members

2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision

3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5

2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted

3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

ACTIONS BY THE BOARD (continued)

Challenging Board Actions

The district attorney's office or any interested person may file an action in court to stop or prevent the Board's violation or threats of violations of the Brown Act, to determine the applicability of the Brown Act to ongoing or future threatened Board actions, to determine the validity, under California or federal law, of any Board rule or action to penalize any of its members or otherwise discourage the member's expression, or to compel the Board to audio record its closed sessions because of its violation of any applicable Government Code provision. (Government Code 54960)

The district attorney or any interested person may present a demand that the Board cure and correct a Board action which he/she alleges is in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

Any demand to "cure and correct" an alleged violation shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
3. Take no action. If the Board takes no action within the 30-day review period, its inaction shall be considered a decision not to cure or correct the action.

ACTIONS BY THE BOARD (continued)

In addition, the district attorney's office or any interested party may file an action in court to determine the applicability of the Brown Act to any past Board action not specified in Government Code 54960.1, if the following conditions are met: (Government Code 54960.2)

1. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

2. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

Legal Reference:

EDUCATION CODE
15266 School construction bonds
17466 Declaration of intent to sell or lease real property
17481 Lease of property with residence for nondistrict purposes
17510-17511 Resolution requiring unanimous vote of all members constituting board
17546 Private sale of personal property
17556-17561 Dedication of real property
17582-17583 District deferred maintenance fund
35140-35149 Meetings
35160-35178.4 Powers and duties
48660-48661 Community day schools, establishment and restrictions
CODE OF CIVIL PROCEDURE
425.16 Special motion to strike in connection with a public issue
1245.240 Eminent domain vote requirements
1245.245 Eminent domain, resolution adopting different use
GOVERNMENT CODE
53090-53097.5 Regulation of local agencies by counties and cities
53724 Parcel tax resolution requirements
53790-53792 Exceeding the budget
53820-53833 Temporary borrowing
53850-53858 Temporary borrowing
54950-54963 The Ralph M. Brown Act, especially:
54952.6 Action taken, definition
54953 Meetings to be open and public; attendance; secret ballots
54960-54960.5 Actions to prevent violations
65352.2 Coordination with planning agency

Legal Reference continued: (see next page)

ACTIONS BY THE BOARD (continued)

Legal Reference: (continued)

PUBLIC CONTRACT CODE
3400 Bid specifications
20111 Contracts over $50,000; contracts for construction; award to lowest responsible bidder
20113 Emergencies, award of contracts without bids
COURT DECISIONS
Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 2009
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Local Legislative Bodies, 2003
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, 2007
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.oag.ca.gov
Institute of Local Government: http://www.ca-ilg.org

ACTIONS BY THE BOARD

ACTIONS REQUIRING MORE THAN A MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

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

2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Temporary borrowing before receipt of fiscal income, if implemented pursuant to Government Code 53820-53833 (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, ordering city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)

7. Resolution to transfer excess local funds from a deferred maintenance fund when state funds are insufficient to match local funds being held in the deferred maintenance fund (Education Code 17582, 17583)

8. For districts with an ADA of 2,500 or less seeking to add a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. For K-8 districts (and no higher grades) seeking to add a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

ACTIONS BY THE BOARD (continued)

10. For districts desiring to operate a community day school on an existing school site to serve grades K-6 (and no higher grades), certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

(cf. 6185 - Community Day School)

11. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

12. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

13. Resolution to place a parcel tax on the ballot (Government Code 53724)

14. Resolution of necessity to proceed with an eminent domain action and, if the Board desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. The expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

ACTIONS BY THE BOARD (continued)

2. Resolution, adopted between July 15 and August 30, to borrow funds of up to 25 percent of the estimated income and revenue to be received by the district during the current fiscal year from apportionments based on average daily attendance for the preceding school year (Government Code 53822-53824)

3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)

2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Board Bylaws BB 9324(a)

MINUTES AND RECORDINGS

The Governing Board recognizes that maintaining accurate minutes of Board meetings provides a record of Board actions for use by district staff and the public and helps foster public trust in Board governance.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9323 - Meeting Conduct)

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request. (Education Code 35145, 35163)

(cf. 1340 - Access to District Records)
(cf. 9122 - Secretary)
(cf. 9323.2 - Actions by the Board)

The minutes shall reflect which members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure.

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

The minutes shall include the specific language of each motion and the names of the Board members who made and seconded the motion.

The minutes shall also report any action taken and the vote or abstention on that action of each member present. (Government Code 54953)

The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

Upon approval by the Board, the minutes shall be signed by the Board Secretary.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

MINUTES AND RECORDINGS (continued)

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

(cf. 9321.1 - Closed Session Actions and Reports)

Recording or Broadcasting of Meetings

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made at the direction of the Board during a meeting are public records and, upon request, shall be made available for inspection by members of the public on district equipment without charge. (Government Code 54953.5)

Legal Reference:

EDUCATION CODE
35145 Public meetings
35163 Official actions, minutes and journals
35164 Vote requirements
GOVERNMENT CODE
54952.2 Meeting defined
54953 Meetings
54953.5 Audio or video recording of proceedings
54953.6 Broadcasting of proceedings
54957.2 Closed sessions; clerk; minute book
54960 Violations and remedies
PENAL CODE
632 Unlawful to intentionally record a confidential communication without consent
CODE OF REGULATIONS, TITLE 5
16020-16027 Classification and retention of records

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2009
Guide to Effective Meetings, rev. 2007
WEB SITES
CSBA, Agenda Online: http://www.csba.org

Board Bylaws BB 9400

BOARD SELF-EVALUATION

The Governing Board may conduct a self-evaluation in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals.

(cf. 0000 - Vision)
(cf. 2140 - Evaluation of the Superintendent)

The evaluation may address any areas of Board responsibility, including but not limited to Board performance in relation to vision setting, curriculum, personnel, finance, policy, collective bargaining and community relations. The evaluation also may address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent, understanding of Board and Superintendent roles and responsibilities, communication skills, or other boardsmanship skills.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)

Any Board evaluation shall be considered as a whole. Individual Board members also are encouraged to use the evaluation process as an opportunity to privately assess their own personal performance.

Each year the Board, with assistance from the Superintendent, shall determine an evaluation method or instrument that measures a reasonable number of previously identified performance objectives. Videotape of a Board meeting may be used as an evaluation tool only with the consent of all Board members.

Any discussion of the Board's self-evaluation shall be conducted in open session. At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Superintendent or others to provide input into the evaluation process.

Following the evaluation, the Board shall develop strategies for strengthening Board performance and shall establish priorities and objectives for the following year's evaluation.

(cf. 9230 - Orientation)
(cf. 9240 - Board Development)

Legal Reference:
GOVERNMENT CODE
54950-54963 Brown Act; board self-evaluations not covered

Management Resources:
CSBA PUBLICATIONS
Professional Governance Standards, 2000
Maximizing School Board Leadership, 1996
WEB SITES
CSBA: http://www.csba.org

Bylaw
adopted: February 12, 2015

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☒ Informational
☐ Action

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 3000 SERIES

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

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

***Under Separate Cover ***

RECOMMENDATION:
Approve first reading of revised Board Policies and Administrative Regulations – 3000 Series (Business and Noninstructional Operations).

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

N/A	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:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: ANNUAL RESOLUTIONS FOR FISCAL YEAR 2019-2020

BACKGROUND INFORMATION:
Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. The resolutions below give the Superintendent and/or designees the signing authority necessary to carry out District business for fiscal year 2019-20 effective July 1, 2019 to June 30, 2020:

Resolution No.	Description
19/20-0001	To receive mail and pick up warrants at the San Diego County Office of Education
19/20-0002	To sign payment orders and to acertain and certify that each employee of the District has taken the oath of allegiance
19/20-0003	Authorizes the SDCOE Credentials Department to release credential held warrants to employees
19/20-0004	To sign school orders (commercial warrants)
19/20-0005	To issue the replacement of warrants

RECOMMENDATION:
Approve Resolutions Nos. 19/20-0001 through 19/20-0005 designating authorized agents to carry out District business for fiscal year 2019-2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☐ Yes ☒ No

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

Requisition #

N/A	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:

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

RESOLUTION 19/20-0001
DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

San Ysidro School District, San Diego County ON MOTION OF member _____, seconded by member _____ Effective: July 1, 2019 through June 30, 2020.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent ***(one person only)*** to receive mail from the Accounting/Payroll Sections is Marilyn Adrianzen, Chief Business Official

2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:
   Amber Elliott Araceli Felix Blanca Vega Daniel Chavez

	mail	**hold**	consortium	
3. Check one	☐	☑	☐	Monthly payroll warrants each and every month.
Check one	☐	☑	☐	Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on April 11, 2019 by the following vote:
(Date)

AYES: _____ MEMBERS NOES: _____ MEMBERS ABSENT: ___ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

_____
Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Marilyn Adrianzen _____ Amber Elliott _____

Araceli Felix _____ Daniel Chavez _____

Blanca Vega _____

RESOLUTION 19/18-0002

DESIGNATING AUTHORIZED AGENT TO SIGN PAYMENT ORDERS

San Ysidro School District, San Diego County ON MOTION OF member _____, seconded by member _____effective July 1, 2019 through June 30, 2020,

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title l of the Governing Code (all districts), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on April 11, 2019 by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

STATE OF CALIFORNIA)
SS
COUNTY OF SAN DIEGO)

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

_____
Clerk of the Governing Board

Manual signatures (s) of authorized person(s)

Gina A. Potter, Ed.D., Superintendent _____

Marilyn Adrianzen, Chief Business Official _____

RESOLUTION 19/20-0003

AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES

San Ysidro School District, San Diego County ON MOTION OF member _____, seconded by member _____ Effective July 1, 2019 through June 30, 2020.

IT IS RESOLVED AND ORDERED that, The County Office of Education Credentials Department is authorized to release credentials held warrants to employees who have provided the required credential paperwork.

PASSED AND ADOPTED by said Governing Board on April 11, 2019 by the following vote:
(Date)

AYES: _____ MEMBERS
NOES: _____ MEMBERS
ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
SS
COUNTY OF SAN DIEGO)

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

_____
Clerk of the Governing Board

RESOLUTION 19/20-0004

DESIGNATING AUTHORIZED AGENTS TO SIGN SCHOOL ORDERS

(COMMERCIAL WARRANTS)

San Ysidro School District, San Diego County ON MOTION OF member _____, seconded by member _____ effective July 1, 2019 through June 30, 2020.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section, 425632 or 85232.

Dr. Gina A. Potter and Marilyn Adrianzen

be and are hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on April 11, 2019 by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA)
SS
COUNTY OF SAN DIEGO)

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

_____
Clerk of the Governing Board

Manual signatures (s) of authorized person(s)

Gina A. Potter, Ed.D., Superintendent _____

Marilyn Adrianzen, Chief Business Official _____

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION 19/20-0005

AUTHORIZING AGENTS TO ISSUE THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____ the following Resolution is adopted effective July 1, 2019 through June 30, 2020:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

WHERAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the San Ysidro School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Manual Signature

Gina A. Potter, Ed.D., Superintendent _____

Marilyn Adrianzen, Chief Business Official _____

PASSED AND ADOPTED by said Governing Board on April 11, 2019:

AYES:_____ NOES: _____ ABSENT: _____

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

_____
Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: APPOINTMENT OF MEMBERS TO THE CITIZEN'S OVERSIGHT COMMITTEE

BACKGROUND INFORMATION:
The Oversight Committee is formed to implement a recommendation of the "Grand Jury Audit of the San Ysidro School District Bonds" prepared by the County of San Diego Office of Audit and Advisory Services where it stated: "implement a Bond Oversight Committee to monitor SYSD's use of remaining bond proceeds." Based upon the Grand Jury recommendations, The Oversight Committee will be independent, vigorous in its efforts, and promptly alert and report, to the public, any waste or improper expenditure of school construction bond money.

The Oversight Committee shall consist of seven (7) members and at no time consist of less than five (5) members, subject to the provisions of Sections 2.0 of the ByLaws and any vacancies which may occur. The Oversight Committee may not include any employee or official or any vendor, contractor or consultant of the District. Applications from prospective members were reviewed to ensure that the following positions were filled.

The Oversight Committee shall include all of the following positions:

(a) One (1) member who is active in a business organization representing the business community located within the District;
(b) One (1) member who is active in a senior citizen's organization;
(c) One (1) member who is active in a bona fide taxpayer association;
(d) One (1) member shall be the parent or guardian of a child enrolled in the District;
(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent Teacher Association or school site council.
(f) Two (2) members shall be Community Members at Large.

RECOMMENDATION:
Approve the appointment of members to the Citizen's Oversight Committee.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

N/A	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:

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

SAN YSIDRO SCHOOL DISTRICT
CITIZENS' OVERSIGHT COMMITTEE
BY LAWS

Section 1. Background. In March 1997, the San Ysidro School District voters approved Proposition C, which authorized the District to sell up to $250 million in General Obligation Bonds to finance the acquisition and improvement of real property for authorized school purposes. From 1997 to 2015 the District issued nine series of GO bonds totaling approximately $217 million. Since these bonds were passed prior to Proposition 39 in 2000 (Smaller Classes, Safer Schools and Financial Accountability Act), a Citizen's Bond Oversight Committee was not required by State Law nor was there such provisions in the measure approved by the voters.

The Oversight Committee is formed to implement a recommendation of the "Grand Jury Audit of the San Ysidro School District Bonds" prepared by the County of San Diego Office of Audit and Advisory Services where it stated: "implement a Bond Oversight Committee to monitor SYSD's use of remaining bond proceeds." Based upon the Grand Jury recommendations, The Oversight Committee will be independent, vigorous in its efforts, and promptly alert and report, to the public, any waste or improper expenditure of school construction bond money.

While the General Obligation Bond measure passed prior to 2000, needed a 2/3 voter approval, and did not require a Citizens Bond Oversight Committee, the Citizens' Oversight Committee By Laws is adopted and established by the Board of Trustees ("Board") of the District u s i ng the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division 1 of Title 1 of the California Education Code 15264 et seq., (hereinafter the "Law") and pursuant to Education Code Section 35160 which governs Oversight Committees established pursuant to Proposition 39 in 2000 (Smaller Classes, Safer Schools and Financial Accountability Act).

Section 2. Committee Established. The Oversight Committee shall consist of seven (7) members and at no time consist of less than five (5) members, subject to the provisions of Sections 2.0 and any vacancies which may occur. The Oversight Committee may not include any employee or official or any vendor, contractor or consultant of the District.

2.0 The Oversight Committee shall include all of the following positions:

(a) One (1) member who is active in a business organization representing the business community located within the District;

(b) One (1) member who is active in a senior citizen's organization;

(c) One (1) member who is active in a bona fide taxpayer association;

(d) One (1) member shall be the parent or guardian of a child enrolled in the District;

(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent Teacher Association or school site council.

(f) Two (2) members shall be Community Members at Large.

2.1 It is preferred that, a majority of the members of the Oversight Committee shall possess skills and/or experience in construction, municipal finance, public agency budgeting, project management, design and related fields.

2.2. It is preferred that members be a resident of the San Ysidro School District.

Section 3. Purposes. The purpose of the Oversight Committee shall be to inform the public, at least annually in a written report, concerning the expenditure of Proposition C Bond proceeds.

3.0 In carrying out this purpose the Oversight Committee shall:

(a) Actively make inquiries, analyze information, review and report on the compliance and/or proper expenditure of Proposition C Bond proceeds and if approved future General Obligation Bonds approved by the voters;

(b) Promptly alert and report to the public any waste, non-compliant or improper expenditure of school construction bond money.

(c) Conduct its proceedings in a fair and impartial manner holding the District accountable for its spending.

(d) Recommend bond program compliance, reporting reliability, efficiency and effectiveness improvements that result from Bond Program monitoring actions performed.

(e) Shall receive a Performance Audit of the District that reviews the efficiency and effectiveness of the bond program.

3.1 The Oversight Committee shall solely review the expenditure of Proposition C bond proceeds starting with those expenditures beginning on the date in which the County Office of Education assumed responsibility for management of the bond program.

Section 4. Authorized Activities. In furtherance of its specifically enumerated purposes, the Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition C Bond proceeds.

4.1 Committee responsibilities consist of the following:

(a) Receive and review copies of a n y performance audit(s) conducted by an independent consultant selected by the District to review the efficiency and effectiveness of the bond program and assurance that bond proceeds are consistent with the ballot measure.

(b) Receive and review copies of the annual financial audit(s) conducted by an independent consultant selected by the District.

(c) Inspect school facilities and grounds, during normal District business hours, and subject to state laws concerning campus security, to ensure that Proposition C Bond proceeds are expended for the purposes set forth in the bond Proposition approved by the voters;

(d) Receive and review copies of all deferred maintenance proposals or plans developed by the District.

(e) Review efforts by the District to maximize Proposition C Bond revenues by implementing cost-saving Propositions, including, but not limited to:

(i) Mechanisms designed to reduce the cost of professional fees.

(ii) Mechanisms designed to reduce the costs of site preparation.

(iii) Recommendations regarding the joint use of core facilities.

(iv) Mechanisms designed to reduce costs by incorporating efficiencies in school site design.

(v) Recommendations regarding the use of cost-effective and efficient reusable plans.

(vi) Progress of construction projects.

(vii) Budgets showing updated projects costs vs. actuals.

(viii) Cash flow schedules showing available bond proceeds, amounts committed, and available cash.

(viii) Change Orders and Claims Avoidance.

(ix) District strategic master planning process for facilities and alignment of master plans with budgets and schedules construction bond program activities.

(x) Maintenance Plans and ongoing maintenance procedures in place to assure preservation of assets.

(xi) Procurement policies and procedure for awarding of consulting and construction contracts.

(xii) Adequacy of project scoping and phasing plans.

(xiii) Provide input if necessary on contracts, change orders, expenditure of funds, project plans and schedules, deferred maintenance plans, and sale of bonds.

Section 5. Membership.

5.0 Appointments.

(a) Appointments shall be discussed and made in open session in accordance with Government Code Section 54957. The appointment(s) shall be made at a regularly scheduled meeting of the Board.

(b) The Board will solicit applications for appointment to the Oversight Committee and will require candidates for membership on the Oversight Committee to submit information on a stated form.

(c) The selection of Bond Oversight Committee members shall consist of the following process:

(i) Standard Applications will be solicited by the District with a wide distribution via the District web site, social media, and in personal outreach to known Community Members and Groups.

(ii) Applications will be screened by District staff to ensure applicants meet the minimum requirements of the position.

(iii) A background investigation to assess applicant criminal records and reliability of application information provided.

(iv) An Evaluation Panel, consisting of District staff, Community members, other School District professionals, and if available an oversight member will review and interview applicants and rate each applicant relative to the qualifications of the position.

(v) The Evaluation Panel will make recommendations to the Superintendent on the recommended Committee appointees.

(vi) The Board has authorized the Superintendent, or the Superintendent's designee(s), to make recommendations to the Board on Oversight Members. The Board may interview the applicants at a Board meeting prior to selection.

5.1 Term.

(a) The Oversight Committee members shall serve for a term of three years without compensation. Members may be appointed by the Board, at its discretion, for no more than three (3) consecutive terms as provided by the Law. A member of the Oversight Committee may serve multiple non-consecutive terms as the Board may determine or direct.

(b) The term of office of an Oversight Committee member shall end upon the completion of their term or, in the event that a vacancy for that Oversight Committee member's position is determined by the Board as set forth in this Policy and Regulations.

(c) The term of office of a member of the Oversight Committee may end prematurely in the event

that the Oversight Committee terminates pursuant to the provisions set forth in Section 5.2 hereof.

5.2 Vacancies.

Determination of Vacancy. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board. The Superintendent on behalf of the Board may determine that an Oversight Committee member's seat on the Oversight Committee has become vacant under any of the following circumstances:

(a) Resignation of that Oversight Committee member submitted in writing to the Superintendent (which shall be effective upon its receipt by the Superintendent);

(b) Death, or a legal determination of the incapacity, of that Oversight Committee member;

(c) Conviction of a violation of Government code Section 1090 et seq. or other applicable conflict of interest laws (see Section 8.3);

(d) Conviction of any crime resulting in imprisonment.

(e) As may otherwise be prescribed or required by law.

(f) Failure to attend three consecutive meetings without a reasonable excuse.

5.3 Service Without Compensation. Members of the Oversight Committee shall serve without compensation.

5.4 Non-Liability for District Debts. The private and personal property of the Oversight Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Oversight Committee, and no Oversight Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Oversight Committee except where expressly set forth in California law.

5.5 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Oversight Committee shall not be, or have, any financial interest in the matters which they review. All Oversight Committee members shall be subject to the following requirements:

(a) Each member, as a condition of membership on the Oversight Committee, will be required to sign a certification declaring that he or she has no conflict of interest as to the issues which shall be before the Oversight Committee.

(b) Each member shall perform his or her duties in an impartial manner, free from bias caused by his or her own financial interests or the financial interests of persons who have supported him or her. Each Oversight Committee member is obligated to discharge his or her responsibilities with integrity and fidelity.

Section 6. Committee Operations. As appropriate, report on and/or provide comments (which may be written or oral) to the Board and/or public upon any activities listed above, or any other matters as are within the Oversight Committee's purview.

6.1 Brown Act Compliance; Public Records. Regular meeting dates, time, and place shall be established by the Oversight Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Code Sections 54950 et seq.) and applicable District posting procedures. All Oversight Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act.

6.2 Rules of Procedure and Decorum. The Oversight Committee may establish rules for the conduct of the Oversight Committee's proceedings. These rules may be enacted by motion or resolution. The rules must be congruent with fundamental concepts as to public agency notice and hearings.

6.3 Attendance at Board Meetings. Members of the Oversight Committee may be requested to attend the meeting(s) of the Board or joint meeting of the Board and Oversight Committee.

6.4 Subcommittees. The Oversight Committee may form Subcommittees subject to the Brown Act or Ad Hoc Subcommittees to address special short term issues as they arise.

6.5.Agendas. The Chair of the Bond Oversight Committee shall set the Agenda for the Bond Oversight Committee meeting in consultation with District staff. In addition, if two CBOC members request an Agenda item, it shall be put on the Agenda.

6.6 Chair and Vice Chair. The Committee shall elect on an annual basis a Chair and Vice Chair.

6.7. Performance Audit. The District shall prepare a Performance Audit which reviews efficiency and effectiveness measures.

Section 7: Limitations on Activities. The Board hereby sets forth the following limitations on the actions and activities of the Oversight Committee (although the Oversight Committee may review documents relating to such activities):

(a) The Oversight Committee has no authority to participate in the District's Bond issuance process or Bond sale, or to make decisions regarding the terms, timing or structure of the Bond issuance;

(b) The Oversight Committee does not have the authority, once the Bonds are issued and sold, to determine how the Bond funds shall be expended nor the establishment of project priorities or phasing, or review and comment on any expenditure that is not related to Proposition C.

(c) The Oversight Committee members do not have the authority to solicit, select or participate in the negotiation or bid process for contractors or consultants for Bond financed

projects (however, Oversight Committee members may be invited to witness bid openings, participate in evaluation committees for selection of bond program consultants or other such qualification based selections such design build projects).

(d) The Oversight Committee members do not have the authority to control, comment upon and have no power of approval over or upon design, architectural or engineering considerations or matters relating to facilities funded or constructed with bond proceeds including the budget to support the Bond Oversight Committee.

(e) The Oversight Committee, and its members, may enter upon, tour, and inspect, District job sites, project boundaries and construction projects only with the express permission of the District's Superintendent (for reasons which include, but are not limited to, campus security, public safety, interference with contractors and liability matters).

(f) The Oversight Committee, and its members, may not contact District consultants or contractors without the prior permission of the Superintendent or his/her designee.

(g) The Oversight Committee shall not have authority over these By Laws or appointment of its members.

(h) The Oversight Committee shall not take a position on support neutrality or opposition to any potential new General Obligation Committee (however this does not preclude any individual member taking positions).

Section 8: District Support and Regulations. The Board, without any use of Proposition C Bond proceeds, shall provide the Oversight Committee with:

(a) All reasonably necessary technical assistance and reasonable administrative assistance in furtherance of the Oversight Committee's purpose; and

(b) Sufficient resources to prepare and publicize the Oversight Committee's conclusions, all documents received by the Oversight Committee, minutes from the Oversight Committee's meetings and reports issued by the Oversight Committee (including establishing, operating and updating the Oversight Committee Internet Website).

8.0 Delegation of Board's Authority. The Board hereby appoints the Superintendent or his/her designee as its designees, to assist the Board in implementing the provisions, sections, terms and sub-sections of this Policy and Regulations

8.1 Amendment of Policy and Regulations. The Policy and Regulations set forth herein shall be subject to such later and further amendments by the Board to the extent permissible by applicable law.

8.2 Severability. If any article, section, subsection, paragraph, sentence, clause or phrase contained in this Policy and Regulations shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining articles, sections, subsections, paragraphs, sentences, clauses or phrases contained in this Policy and Regulations shall not be affected thereby.

Applicant	Position(s)	Brief Background
Hilario Rodriguez	At Large	Airport Authority Manager Procurement and Contract Services, significant Experience in Public Sector Contracting and Procurement including construction projects, knowledge Project Management
Kenneth Johnson	Parent	Site Council Ocean View Hills, Senior Manager Navy Commissaries, extensive logistics, inventory procurement, resource and budget management experience
Holden Robbins	Parent with Parent Teacher Organization	States significant background in technology-business efficiency, member Ocean View Hills PTA, Chair DPAC
Ricardo Macedo	Business	Commercial banking experience, private underwriting, Past President South County Economic Development Council
Leticia Gomez	At Large	Office Manager Payroll, Project Coordinator Testing and Inspection, contract Review, Mentor Middle School Student, 40 plus year Community Member
Manuel Lopez Jr.	Senior	Extensive Community volunteer experience, served on Bond Committee, Construction labor experience, active Friends of San Ysidro
Vacant	Taxpayer Group	Ongoing efforts to continue to recruit members through local groups including San Diego County Taxpayers Association

Curriculum & Instruction

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: PARTICIPATION IN THE CALIFORNIA BILINGUAL EDUCATION (CABE) 6TH GRADE SCHOLARSHIP BREAKFAST

BACKGROUND INFORMATION:
The California Association for Bilingual Education (CABE) coordinates the CABE Scholarship Breakfast annually to recognize outstanding sixth grade scholars. Students who are identified are bilingual, have demonstrated exemplary scholarship and/or citizenship and are asked to prepare a written statement on how they will continue to draw on their bilingual abilities to achieve future success.

A sixth grade student from La Mirada, Ocean View Hills, Smythe, Sunset and Willow Schools will be selected to receive this scholarship. Selected students will be recognized at the 2019 CABE Award Breakfast scheduled for Saturday, May 4, 2019 at Rancho Del Rey Middle School and will receive a scholarship in the amount of a $50.00.

The San Ysidro School District would not bear any financial responsibility for the CABE Scholarship Breakfast. All program costs are supported through the South County CABE Executive Board.

RECOMMENDATION:
Approve participation of students and principals from La Mirada, Ocean View Hills, Smythe, Sunset and Willow Schools to the 2019 California Bilingual Education (CABE) 6th Grade Scholarship Breakfast 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 (i.e. College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

2018-2019
CABE South County
Chapter Officers

Co-Chair
Magda E. Maldonado
Chula Vista
Elementary School District

Co-Chair
Bertha J. López
Retired Teacher
National City School District

Recording Secretary
Linda Vazquez
National City School District

Treasurer
Ruben Samaniego,
Chula Vista
Elementary School District

Scholarships Elementary Chair
Bertha J. López
Retired Teacher
National City School District

Scholarships High School Chair
Daisy Cortez Guzman
Sweetwater Union
High School District

Membership Co-Chair
Lisa Celaya
South Bay School District

Membership Co-Chair
Griselda Delgado
Sweetwater Union
High School District

Parent / Paraprofessional
Liaison Co-Chairs
Aurora Clark
Parent Volunteer
Lupe Buell, Ph.D.
Transforming Education for
English Learners
Consulting Services

Fundraising Chair
Jorge Cuevas Antillón
San Diego County
Office of Education
San Diego County
Office of Education

Sixth Grade Award Letter with Recommendation Instructions
Deadline April 26, 2019

Dear Principal and Sixth Grade Teachers,

Every year CABE San Diego South County Chapter 65 recognizes one outstanding **bilingual** sixth grade student from each school of the San Diego South Bay region. The award encourages sixth grade students to excel in their studies and promotes future careers in bilingual education. To obtain the award for a select student, every school needs to submit their recommendation to: http://www.cabe65.org/scholarship-application/sixth-grade-scholarship-recommendation-form/

1) Have the student(s) write a short paragraph describing the benefits of being bilingual & biliterate to be uploaded in PDF or Word format at the CABE website: http://www.cabe65.org/scholarship-application/sixth-grade-scholarship-recommendation-form/
2) **Select only one (1) student from your school that you consider being the most deserving of this award.**
3) Gather all the information necessary to complete the student recommendation form (see attachment).
4) Go to CABE65.org to enter the student's information and upload the student's paragraph.
5) Give the honored student's parents a copy of the attached CABE Student Award Parent Letter as well as driving directions to Rancho del Rey Middle School.
6) Please remind parents that they need to email to confirm their attendance.

The CABE Scholarship Awards Breakfast will be held on Saturday, May 4, 2019 at 8:00 a.m. at Rancho del Rey Middle located at 1174 East J St., Chula Vista, CA 91910. Registration will begin at 7:30 a.m. The honoree and one guest will receive free admission to the breakfast. Others wishing to attend the breakfast will need to purchase a ticket which may be purchased online for $10 or can be bought at the door.

Please reserve this date and join us in honoring all the students who will be receiving scholarships. RSVPs are greatly appreciated at our website (Pull-down menu-, Purchase Breakfast tickets) to ensure ample meals for every participants.
Please e-mail if you have any questions: cabe65org@gmail.com.

Respectfully,
Bertha J. López
Chair, CABE Elementary Scholarship Committee

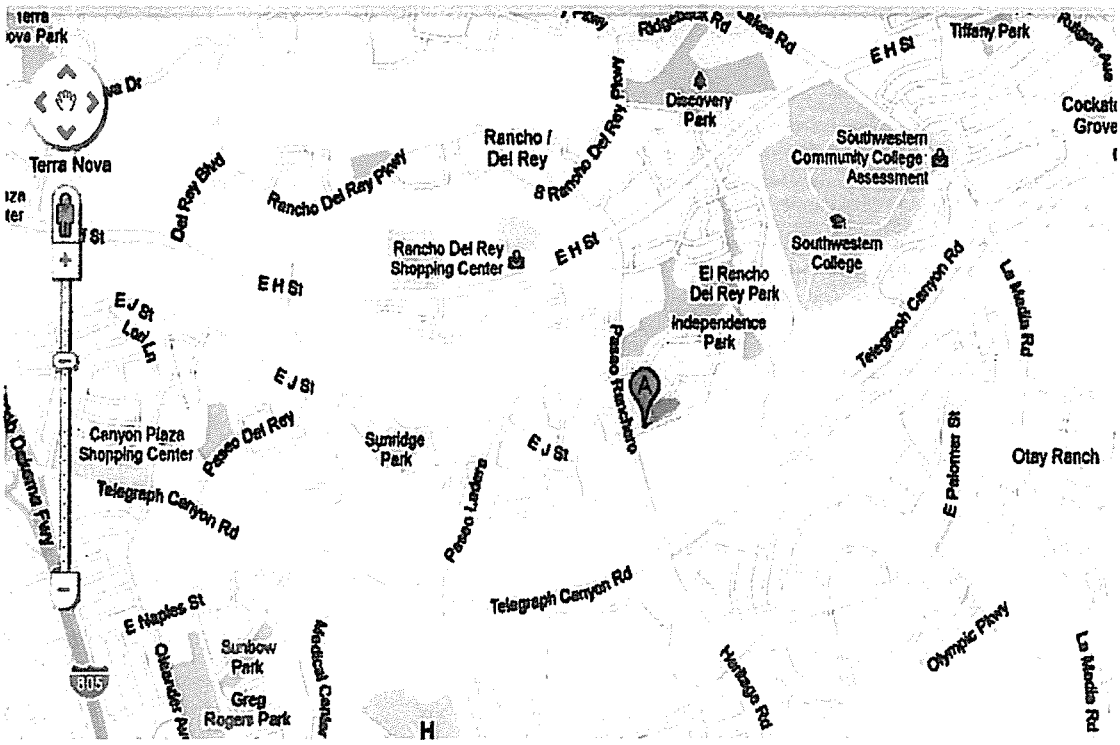
2019 CABE Awards and Scholarships Breakfast

Rancho Del Rey Middle, 1174 East J St. Chula Vista, CA 91910

Student check-in time / Estudiantes se reportan: 8:00 a.m.

Overflow parking / estacionamiento adicional: Casillas Elementary
(School across the street)

Directions from the North:	***Desde el norte:***
805 Freeway to East H St. Exit	*Autopista 805, salida East H St.*
Right on Paseo Ranchero	*Vuelta a la derecha en Paseo Ranchero*
Left on East J. St.	*Vuelta a la izquierda en East J. St.*
From the South:	***Desde el sur:***
805 Freeway to Telegraph Canyon Rd. Exit	*Autopista 805, salida Telegraph Canyon Road en dirección al este*
Left on Paseo Ranchero	*Dar vuelta a la izquierda en Paseo Ranchero,*
Right on East J. St.	*Dar vuelta a la derecha en East J St.*



SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: 21ST ANNUAL LEADERSHIP IN BILITERACY SYMPOSIUM

BACKGROUND INFORMATION:
The 21st Annual Leadership in Biliteracy Symposium is an event that acknowledges individuals who have made significant contributions in promoting biliteracy for students. This event is sponsored by the San Diego County Office of Education. Awards are given to a District honoree from each participating district, which may include teachers, parents, support staff, administrators and governing board members. This event will be held on Thursday, May 16, 2019 at the La Jolla Marriott Hotel.

Staff from the Educational Services Department will review the site nominations and select two District Honorees; whose names (TBD) will be forwarded to the San Diego County Office of Education for recognition at the 21st Annual Leadership in Biliteracy Symposium.

RECOMMENDATION:
Approve the attendance of 5 people from each of the sites to accompany the District honorees: (TBD) to the 21st Annual Leadership in Biliteracy Symposium to be held in San Diego on May 16, 2019 at the cost of $600.00 from the Title III fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Actions 1.18, 1.19

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$600.00 (Amount)	Title III Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES™

LEARNING AND LEADERSHIP SERVICES

21st annual Leadership in Biliteracy Symposium



Promote biliteracy and honor the biliteracy champions in your district or charter school.

Now is the time to honor one or two individuals in your district or charter school to be recognized with an award at the 21st annual Leadership in Biliteracy Symposium.

This event is your opportunity to spotlight the leaders in your school who are making a difference for students through demonstrated excellence in promoting biliteracy. Past honorees have included counselors, parent leaders, teachers, teaching assistants, site and district administrators, school board members, and university professors.

Submit your honoree information by April 19.

- The symposium will also recognize a community honoree and include student performances and a keynote address.

May 16, 2019

Marriott La Jolla

$50 per person through April 6 or $60 after; complimentary registrations for all honorees

Nominate an outstanding biliteracy champion and register to attend at:

www.sdcoe.net/biliteracy

Participants may be photographed for use in promotional and/or news materials.

Register your school leaders, teachers, and parents to attend this memorable event.

Alicia Moyer
abmoyer@sdcoe.net
858-292-3545

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: GREATER SAN DIEGO READING ASSOCIATION 40TH ANNUAL CELEBRATION OF LITERACY STARS

BACKGROUND INFORMATION:
The Greater San Diego Reading Association (GSDRA) is hosting its 40th Annual Celebration of Literacy Stars on May 11, 2019 to honor one teacher from each school district in San Diego County. Each school in our District has selected a site Literacy Teacher of the Year, and a District Committee has selected one teacher to represent San Ysidro.

There is no cost for the selected honoree, District will pay for up to 5 people to accompany the honoree in this recognition. Registration fee is $40.00 per person.

RECOMMENDATION:
Approve the attendance of up to 5 staff members to accompany the District honoree at the 40th Annual Celebration of Literacy Stars Awards Breakfast to be held in San Diego on May 11, 2019 at a total cost of $200.00 from the General fund.

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 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$200.00 (Amount)	General Fund (Name of funding source and/or location)	-- (Funding account number)

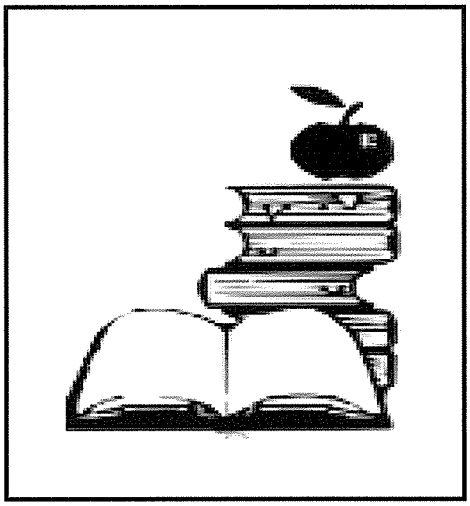
Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

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

Greater San Diego Reading Association

A chapter of California Reading Association



40th Annual
"Celebration of Literacy Stars"

Literacy Awards Luncheon

Saturday, May 11, 2019

9:15-10:00 A.M. Registration/ Meet and Greet Plus silent auction and literacy basket opportunity drawings

10:00 A.M. - 1:00 PM Awards, Lunch and more awards
Presidio Ballroom, Handlery Hotel and Resort

Information Sheet

Overview: Greater San Diego Reading Association (GSDRA) is an affiliate of the California Reading Association and we are a proud Honor Council of the International Literacy Association. GSDRA annually celebrates the endeavors of educators and community members who have made significant contributions in the areas of reading and language arts.

District Honoree

Each district may select one individual who meets the criteria of excellence in teaching and promoting literacy. This individual will be the guest of the association and be presented a framed Award of Excellence at the annual "Celebration of Literacy Stars"

District Nomination Form

Each district must complete the nomination form for your honoree. The information will be used to make the award and the program. **The district's comments** will be read during the presentation. Please ask the recipient for the name they wish to use on their award.

Timeline

Honoree forms should be submitted to the Assistant Superintendent of Instruction or designee for your district. All districts determine their own process for selection of the honoree. Please select your honoree *as early as possible:* **Deadline for completed Nominee Selection preferably before March 29, 2019.**

Completed Honoree information, additional forms or questions should be: Emailed to melmiller@cox.net or faxed to Melanie at (619)479-4091. A letter of congratulations will be E-mailed to your honoree informing them about the lunch and the registration of all guests.
Event Registration deadline: May 1, 2019 for priority seating with all members of your group. Tables seat 8 maximum.
All award recipients are **guests of the association**. ***Additional guests cost $40.***
Late registration $45.00.

District and individuals may register via Eventbrite.
https://greatersandiegoreadingassociation-literacy-awards.eventbrite.com

Purchase Orders (P.O.) must be made payable to Greater San Diego Reading Association (GSDRA) and mailed to Melanie Miller 5127 Calle de Los Potros, Bonita CA 91902 along with the reservation form. Email- melmiller@cox.net Fax-okay (619)479-4091

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Sunset Elementary School
Efrain Burciaga, Principal

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: TRAINING DAYS FROM KAGAN PUBLISHING AND PROFESSIONAL DEVELOPMENT FOR SUNSET ELEMENTARY

BACKGROUND INFORMATION:
Kagan Publishing & Professional Development offers workshops and products that focus on research-based collaborative strategies for English Learners. The Kagan structures integrate the following-cooperative learning, brain-friendly instruction, multiple intelligences, and differentiated instruction.

The Principal from Sunset Elementary is requesting approval to purchase the training packages from Kagan Publishing & Professional Development. The focus of these trainings is English Language Learners and will cover the following: • Classbuilding and Teambuilding, • Input/Output/Supportive Context, • Stages of Oral Acquisition

Trainings are scheduled as follows:

- Kinder – 3rd Grades: April 23 & 24, 2019
- 4th – 6th Grades: May 22 & 23, 2019

Cost implications include training fees, materials and travel fees for a total of $16,096.00.

RECOMMENDATION:
Approve the professional development days from Kagan Professional Development for Sunset Elementary at the total cost of $16,096.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:
LCAP 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. Sunset SPSA Goal 1.6: Teachers will receive professional development in research-based collaborative strategies for English Learners, Writing and Math (Kagan Training).

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$16,096.00.	Title I Fund	011-3010003-1110-1000-5200003-018
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

14B.4

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

Kagan

Sunset Elementary School
San Ysidro, CA

Kagan Professional Development Quote March 25, 2019

Workshop Fee			
Description	**Quantity**	**Amount**	**Est. Total**
English Language Learner Day 1 & 2 **Date(s):** April 23 & 24, 2019 **Schools:** Sunset Elementary School **Participant Description:** Approximately 15 participants	2 Days	$3,499.00	$6,998.00

Materials			
Description	**Quantity**	**Amount**	**Est. Total**
Course Workbook **Participant Description:** Approximately 30	30 Materials	$10.00	$300.00

Travel Fee			
Description	**Quantity**	**Amount**	**Est. Total**
Travel Fee **Date(s):** April 23 & 24, 2019	1 Trip	$750.00	$750.00
Total:			**$8,048.00**

Please Note: This Price Quote will expire on May 24, 2019

Notes

• The Travel Fee is a one-time fee that covers all flights, lodging, meals, cabs, rental car, parking, and incidentals for the duration of the trainer visit.

• Trainer travel is based on consecutive days of training. Non-consecutive training days will incur an additional travel fee.

• For questions about this quote, please contact Meera Kharbanda – Meera@KaganOnline.com or 949.545.6354

Kagan

Sunset Elementary School
San Ysidro, CA

Kagan Professional Development Quote March 25, 2019

Workshop Fee			
Description	**Quantity**	**Amount**	**Est. Total**
English Language Learner Day 1 & 2 **Date(s):** May 22 & 23, 2019 **Schools:** Sunset Elementary School **Participant Description:** Approximately 15 participants per day	2 Days	$3,499.00	$6,998.00
Materials			
Description	**Quantity**	**Amount**	**Est. Total**
ELL Course Workbook	30 Materials	$10.00	$300.00
Travel Fee			
Description	**Quantity**	**Amount**	**Est. Total**
Travel Fee **Date(s):** May 22 & 23, 2019 **Schools:** Sunset Elementary School	1 Trip	$750.00	$750.00
Total:			**$8,048.00**
			Please Note: This Price Quote will expire on May 24, 2019

Notes

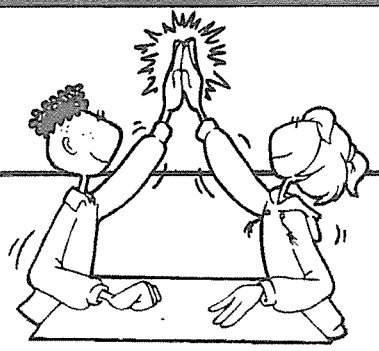
- Trainer travel is based on consecutive days of training. Non-consecutive training days will incur an additional travel fee.

- The Travel Fee is a one-time fee that covers all flights, lodging, meals, cabs, rental car, parking, and incidentals for the duration of the trainer visit.

- For questions about this quote, please contact Meera Kharbanda – Meera@KaganOnline.com or 949.545.6354

Kagan English Language Learners

Day 1 Workshop



A) Introduction
1) Welcome
2) Housekeeping
3) Goals

B) Classbuilding and Teambuilding
1) Classbuilder—People Hunt
2) Into Teams
3) Teambuilder—Team Interview
4) Generate Ideas
   a. People Hunt
   b. Team Interview

C) Input/Output/Supportive Context
1) Set
2) Increased Input
3) Increased Output
4) Supportive Context

D) Match Mine
1) Places for our community
2) Process

E) Silly Sports and Goofy Games
1) Imaginary Conversation

F) Stages of Oral Acquisition
1) Fill-A-Frame
2) Process

G) Teacher ABC
1) Teacher A
2) Teacher B
3) Teacher C
   a) Sage-N-Scribe

H) Line-Ups
1) Set
2) Process

I) Dozen Tips

J) Silly Sports and Goofy Games
1) Air Traffic Controller

K) Wrap

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - APRIL

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 April 11, 2019 Board meeting:

- Employer Leadership Dialogue workshop with CalPERS Leaders
- CalSPRA Regional One-Day Professional Development
- May Revision Workshop - Capitol Advisors and School Services of California
- Certified Information Systems Security Professional (CISSO)
- G Suite for Education Technical Retreat: Manage G-Suite More Efficiently
- Cisco Communications Manager Administration
- Getting Down to Facts II: Findings and Implications for San Diego
- 17th Annual "Honoring Our Own" Awards Dinner
- Options Based Responses for Schools in Active Shooter & Other Armed Assailant Situations: Training of Trainers
- The Truth About DYSLEXIA

Cost implications might include: Registration fees, lodging, parking, meals, mileage and substitute teacher compensation, as needed.

RECOMMENDATION:
Approve/Ratify the attendance and participation of District staff (see attached list) to the different professional developments, as scheduled.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST		
$7,670.00	General and Special Education Funds	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

PROFESSIONAL DEVELOPMENT **Item 14B.5**

Approve/Ratify the attendance and participation of District staff to the different professional developments, as scheduled.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Gina A. Potter, Marilyn Adrianzen	Employer Leadership Dialogue Workshop with CalPERS Leaders	San Diego	April 10, 2019	$0	No Cost
Francisco Mata	CalSPRA Regional One-Day Professional Development	San Diego	March 14, 2019	$45.00	General Fund
Gina A. Potter, Rudy Lopez, Irene Lopez, Marilyn Adrianzen, Amber Elliott	May Revision Workshop (Capitol Advisors)	San Diego	May 21, 2019	$0	No Cost
Gina A. Potter, Rudy Lopez, Marilyn Adrianzen, Amber Elliott, Manuela Colom, Daniel Zummo Jennifer Cuestas, Irene Herrera-Ceballos, Guillermina Sandez, Daniel Chavez, Tina Zabala (Parent), Karen Tovar (Parent)	May Revision Workshop (School Services of California)	Escondido	May 22, 2019	$3,000.00 +Mileage and meals	General Fund
Todd Lewis	Certified Information Systems Security Professional (CISSO)	El Cajon	TBD - June, 2019	Mileage	General Fund
Todd Lewis	G Suite for Education Technical Retreat: Manage G-Suite More Efficiently	Poway	April 5, 2019	Mileage	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Todd Lewis, Ivan Manriquez	Cisco Communication s Manager Administration	Solana Beach	April 17, 2019	Mileage	General Fund
Gina A. Potter, Cynthia Gonzalez, Maria Rodriguez, Oscar Madera, Rick Quintana	Getting Down to Facts II: Findings and Implications for San Diego	San Diego	April 29, 2019	$0	No Cost
Irene Lopez, Humberto Gurmilan, Rudy Lopez, +22 Staff members from Willow School	17th Annual "Honoring Our Own" Awards Dinner	San Diego	May 11, 2019	$2,125.00	General Fund
Gina A. Potter, Daniel Zummo, Manuela Colom, Francisco Mata, Linda Gonzalez, Cynthia Gonzalez, Oscar Madera, Omar Calleros, Veronica Medina, Paulo Azevedo, Nadia Aviles, Arturo Preciado, Gustavo Lopez, Cesar Mercado, Cristina D'Oleire, Efrain Burciaga, Maria E. Hernandez, Adrian Camacho, John Villalobos, Maria Rodriguez, Marlo Vasquez, Fernando Renteria, + up to 4 staff members from La Mirada, Smythe, Willow and the Child Development Center (TBD)	Options Based Responses for Schools in Active Shooter & Other Armed Assailant Situations: Training of Trainers	SDCOE	June 20, 2019	$2,400.00	General Fund
Andrea Counts, Cinthia Nunez + 8 Special Ed Teachers	The Truth About DYSLEXIA	San Diego	April 13, 2019	$100.00	Special Education Fund

Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL MA

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

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

Report #9 (March 5th, 2019 through March 21st, 2019): ▪ General Fund: 0000004583-0000004609, 0000004611-0000004615, 0000004617-0000004618, 0000004620-0000004636, 0000004638, 0000004640-0000004652, 0000004654-0000004658 ▪ Child Development Fund: 0000004616, 0000004619, 0000004653 ▪ Capital Facilities Fund: 0000004610 ▪ Capital Projects Fund: 0000004639.

RECOMMENDATION:
Ratify the following purchase orders incurred by the District during the period March 5, 2019 through March 21, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed** MA

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Varies	As listed above	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004583	3/5/2019	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	19,292.30
0000004584	3/5/2019	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SRVS. - Synergy	0100	0000000	5800010	061	21,924.00
0000004585	3/5/2019	0000000030	DEPARTMENT OF GENERAL SERVICES	CONTRACTED SRVS. - DSA - Solar	0100	9010075	6200002	080	19,220.96
0000004586	3/5/2019	0000000539	THOMPSON & COLEGATE LLP	LEGAL FEES	0100	0000000	5800010	071	5,000.00
0000004587	3/5/2019	002976	FEDEX	POSTAGE	0100	0000000	4300003	057	100.00
0000004588	3/5/2019	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	5800002	063	7,120.25
0000004589	3/5/2019	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	0100	0000000	5800001	071	11,925.00
0000004590	3/5/2019	003145	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,484.48
0000004591	3/5/2019	004742	ALBERTO CARLOS HERRERA	CONTRACTED SERVICES	0100	0980002	4300001	061	3,570.30
0000004592	3/5/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	8150000	4300007	070	1,484.88
0000004593	3/5/2019	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	215.50
0000004594	3/5/2019	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	7,985.00
0000004595	3/5/2019	0000000585	RICH THOME CONSULTING	PROF. SERVICES - Consulting	0100	0000000	5800010	064	12,000.00
0000004596	3/5/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	016	147.71
0000004597	3/5/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	102.31
0000004598	3/5/2019	0000000255	KELLY PAPER	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	3,463.95
0000004599	3/5/2019	0000000078	VECTOR USA	CONTRACTED SRVS. - Antivirus	0100	0000000	5800006	067	15,235.30
0000004600	3/5/2019	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300070	062	53.88
0000004601	3/6/2019	001161	HOME DEPOT	MAINTENANCE SUPPLIES	0100	0000000	4300011	012	110.51
0000004602	3/6/2019	0000000582	ARAMARK UNIFORM & CAREER APPAREL, LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	600.00
0000004603	3/6/2019	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300011	062	794.63
0000004604	3/7/2019	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	4035000	5200003	061	2,850.00
0000004605	3/7/2019	004543	SCHOOL OUTFITTERS	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	370.62
0000004606	3/7/2019	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	024	779.39
0000004607	3/7/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	77.68
0000004608	3/7/2019	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300000	010	601.89
0000004609	3/7/2019	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	200.00
0000004611	3/7/2019	000012	CULVER-NEWLIN INC.	OFFICE SUPPLIES	0100	8150000	5600005	070	1,141.80
0000004612	3/7/2019	001725	SPINITAR/PRESENTATION PRODUCTS	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	2,133.46
0000004613	3/7/2019	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	5800002	063	126.00
0000004614	3/7/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	562.52
0000004615	3/7/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	024	149.77
0000004617	3/7/2019	001725	SPINITAR/PRESENTATION PRODUCTS	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	844.25
0000004618	3/7/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	49.54

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PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004620	3/7/2019	0000000588	WRAP CITY, INC	CONTRACTED SERVICES	0100	0982000	5600005	074	1,021.39
0000004621	3/7/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	062	280.04
0000004622	3/8/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	1,534.55
0000004623	3/11/2019	0000000244	COMMERCIAL LOCK & SAFE	CONTRACTED SERVICES	0100	8150000	5600005	070	5,694.49
0000004624	3/11/2019	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	301.69
0000004625	3/11/2019	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	5800002	063	1,572.51
0000004626	3/11/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	711.06
0000004627	3/11/2019	0000000279	SIGNTECH ELECTRICAL ADVERTISING, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	900.00
0000004628	3/11/2019	004084	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,889.86
0000004629	3/11/2019	0000000492	VERBAL BEHAVIOR ASSOCIATES	PROFESSIONAL SERVICES	0100	6500000	5800010	054	2,400.00
0000004630	3/11/2019	000651	CSBA	REGISTRATION FEES	0100	0000000	5200003	064	7,475.00
0000004631	3/11/2019	0000000354	DATEL SYSTEMS INCORPORATED	TECHNOLOGY EQUIPMENT	0100	0000001	4400000	020	6,021.08
0000004632	3/12/2019	0000000255	KELLY PAPER	INSTRUCTIONAL SUPPLIES	0100	0000000	4300050	073	132.39
0000004633	3/12/2019	001793	CABE	REGISTRATION FEES	0100	3010004	5200000	016	465.00
0000004634	3/12/2019	0000000255	KELLY PAPER	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	220.67
0000004635	3/14/2019	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0490000	4300011	054	252.76
0000004636	3/18/2019	0000000592	LEARNING PLUS ASSOCIATES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	4,751.78
0000004638	3/18/2019	000983	CASBO	REGISTRATION FEE	0100	8150000	5200003	070	445.00
0000004640	3/19/2019	002776	CPI	DUES & MEMBERSHIP	0100	3327000	5300000	054	150.00
0000004641	3/19/2019	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	323.23
0000004642	3/19/2019	000983	CASBO	REGISTRATION FEES	0100	0000000	5200003	071	890.00
0000004643	3/19/2019	003313	BEST BUY	OFFICE SUPPLIES	0100	8150000	4300007	070	4,201.97
0000004644	3/19/2019	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	882.00
0000004645	3/19/2019	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300011	061	145.46
0000004646	3/19/2019	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	4300001	012	537.67
0000004647	3/19/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	018	197.98
0000004648	3/20/2019	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	1,390.59
0000004649	3/20/2019	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	018	222.31
0000004650	3/20/2019	002187	APPLE INC	TECHNOLOGY EQUIPMENT	0100	0000000	4400000	067	5,488.79
0000004651	3/20/2019	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	387.86
0000004652	3/20/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	209.47
0000004654	3/20/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	016	1,020.82
0000004655	3/20/2019	0000000255	KELLY PAPER	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	3,387.97
0000004656	3/20/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	3,593.21

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PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004657	3/21/2019	004546	LAW OFFICES OF SCHWARTZ&STOREY	LEGAL FEES	0100	0000000	5800150	054	7,300.00
0000004658	3/21/2019	000983	CASBO	DUES & MEMBERSHIPS	0100	0000000	5300000	071	2,500.00
							Total for 0100		**215,616.48**
0000004616	3/7/2019	003507	DEPARTMENT OF SOCIAL SERVICES	CONTRACTED SERVICES	1200	6105000	5800006	076	1,815.00
0000004619	3/7/2019	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	1200	9024000	4300001	076	1,677.50
0000004653	3/20/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300020	076	2,189.60
							Total for 1200		**5,682.10**
0000004610	3/7/2019	0000000030	DEPARTMENT OF GENERAL SERVICES	CONTRACTED SERVICES	2518	9010000	5800010	080	1,500.00
							Total for 2518		**1,500.00**
0000004639	3/19/2019	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4901	9010000	5800010	010	10,000.00
							Total for 4900		**10,000.00**
							Grand Total		**232,798.58**

14C.1
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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, 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, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of March 5, 2019 through March 21, 2019 with checks #14-516322 through #14-524065 for a total expenditure of $695,711.07 from the following sources:

General Fund - $553,128.49
Child Development - $7,118.60
Child Nutrition - $135,463.98

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of March 5, 2019 through March 21, 2019 for a total expenditure of $695,711.07.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2018-2019 Budget? ☒ Yes ☐ No

Requisition #

$695,711.07	Various (see above)	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Warrant ID	Payee	Payment Date	Amount	Fund	PO Ref
14516322	EMILY KURTZ	3/5/2019	237.32	0100	CONFERENCE REIMBURSEMENT
14516324	SMART & FINAL	3/5/2019	536.72	0100	REFRESHMENTS
14516325	BJ'S RENTALS, INC.	3/5/2019	705.77	0100	CONTRACTED SERVICES
14516878	MRC SMART TECHNOLOGY SOLUTIONS	3/6/2019	12688.37	0100	CONTRACTED SERVICES
14516879	DANNIS WOLIVER KELLEY	3/6/2019	5602.50	0100	PROFESSIONAL SERVICES
14516880	NAUMANN HOBBS MATERIAL	3/6/2019	709.13	0100	CONTRACTED SERVICES
14516881	HORIZON DISTRIBUTORS	3/6/2019	102.94	0100	GROUNDS SUPPLIES
14516882	SAN DIEGO STAGE & LIGHTING SUPPLY	3/6/2019	598.01	0100	MAINTENANCE SUPPLIES
14516883	DETOUR	3/6/2019	464.94	0100	REGISTRATION FEES
14516884	WENGER & ASSOCIATES, LLC	3/6/2019	185.00	0100	CONTRACTED SERVICES
14516885	STATE WATER RESOURCES	3/6/2019	1400.00	0100	CONTRACTED SERVICES
14516886	REPUBLIC SERVICES	3/6/2019	12712.52	0100	UTILITIES
14516887	RANCHO SAN DIEGO NURSERY INC	3/6/2019	862.50	0100	GROUNDS SUPPLIES
14516888	CALIFORNIA ELECTRIC SUPPLY	3/6/2019	191.68	0100	MAINTENANCE SUPPLIES
14516889	BEST BUY	3/6/2019	54.36	0100	OFFICE SUPPLIES
14516890	SOUTHWEST SCHOOL & OFFICE	3/6/2019	1161.96	0100	INSTRUCTIONAL SUPPLIES
14516891	SAN YSIDRO SCHOOL DISTRICT	3/6/2019	2625.60	0100	PCARD REPLENISH
14516892	TEAMTALK NETWORK	3/6/2019	397.80	0100	CONTRACTED SERVICES
14516893	EDUPOINT EDUCATIONAL SYSTEMS	3/6/2019	25011.00	0100	CONTRACTED SERVICES - Synergy
14516894	FOLLETT SCHOOL SOLUTIONS,INC	3/6/2019	209.33	0100	INSTRUCTIONAL SUPPLIES
14516895	KIDSCARPET.COM	3/6/2019	499.99	0100	INSTRUCTIONAL SUPPLIES
14516896	FLYERS ENERGY	3/6/2019	7099.76	0100	CONTRACTED SERVICES
14516897	DOUGLAS W SMITH	3/6/2019	1403.99	0100	PROFESSIONAL SERVICES
14516898	ENVIROMATRIX ANALYTICAL, INC	3/6/2019	199.00	0100	CONTRACTED SERVICES
14516899	XEROX CORPORATION	3/6/2019	541.80	0100	CONTRACTED SERVICES
14517571	SAN DIEGO GAS & ELECTRIC	3/7/2019	13438.37	0100	UTILITIES
14517572	WESTAIR GASES & EQUIPMENT INC	3/7/2019	329.70	0100	MAINTENANCE SUPPLIES
14517573	SPARKLETTS	3/7/2019	485.60	0100	CONTRACTED SERVICES
14517574	XEROX CORPORATION	3/7/2019	5076.59	0100	CONTRACTED SERVICES
14518272	BMR HEALTH SERVICES, INC	3/8/2019	7440.00	0100	CONTRACTED SERVICES
14518273	WINET PATRICK GAYER CREIGHTON	3/8/2019	7542.55	0100	LEGAL FEES
14518274	MAXIM HEALTHCARE SERVICES, INC	3/8/2019	34293.29	0100	PROFESSIONAL SERVICES
14518275	DANNIS WOLIVER KELLEY	3/8/2019	1766.00	0100	LEGAL FEES

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Warrant ID	Payee	Payment Date	Amount	Fund	PO Ref
14518276	ACES	3/8/2019	5849.24	0100	PROF. SRVCS - Non-Public
14518277	PARADIGM HEALTHCARE SERVICES	3/8/2019	1750.72	0100	PROFESSIONAL SERVICES
14518278	THE INSTITUTE FOR EFFECTIVE	3/8/2019	5939.80	0100	PROF. SERVICES /NON-PUBLIC SCH
14518279	ANITA GILLCHREST	3/8/2019	661.68	0100	REIMBURSEMENT
14518280	CALIFORNIA ELECTRIC SUPPLY	3/8/2019	6450.09	0100	MAINTENANCE SUPPLIES
14518281	AMAZON.COM, INC.	3/8/2019	1868.67	0100	INSTRUCTIONAL SUPPLIES
14519000	SYLVIA ROBLEDO	3/11/2019	34.55	0100	REIMBURSEMENT
14519001	MARGARET CLAIRE PERKINS	3/11/2019	1500.00	0100	PROFESSIONAL SERVICES
14519002	JUANITA NUNEZ	3/11/2019	39.29	0100	REIMBURSEMENT
14519003	CONSUELO CARARNZA	3/11/2019	48.46	0100	REIMBURSEMENT
14519004	PARADIGM HEALTHCARE SERVICES	3/11/2019	500.00	0100	PROFESSIONAL SERVICES
14519005	SPRINT	3/11/2019	3766.08	0100	CONTRACTED SERVICES
14519006	ANITA GILLCHREST	3/11/2019	388.31	0100	MILEAGE
14519007	SMART & FINAL	3/11/2019	180.74	0100	REFRESHMENTS
14519009	SAN YSIDRO SCHOOL DISTRICT	3/11/2019	3035.03	0100	PCARD REPLENISH
14519010	SCHOOL MATE	3/11/2019	2331.00	0100	INSTRUCTIONAL SUPPLIES
14519676	BRIANNA MINTON	3/12/2019	268.83	0100	MILEAGE
14520375	MAXIM HEALTHCARE SERVICES, INC	3/13/2019	27603.76	0100	PROFESSIONAL SERVICES
14520376	SAN DIEGO COUNTY SUPERINTENDEN	3/13/2019	2400.00	0100	REGISTRATION FEES
14521664	CRYSTAL CLEAR GLASS & MIRROR	3/15/2019	395.65	0100	MAINTENANCE SUPPLIES
14521665	CORODATA RECORDS MANAGEMENT, INC.	3/15/2019	107.49	0100	CONTRACTED SERVICES
14521666	VECTOR USA	3/15/2019	11080.33	0100	CONTRACTED SERVICES
14521667	GROSSMONT UNION HIGH SCHOOL	3/15/2019	2477.67	0100	CONTRACTED SERVICES
14521668	ALEXIS TAPIA	3/15/2019	44.08	0100	MILEAGE
14521669	FIX MY BLINDS INC.	3/15/2019	239.88	0100	MAINTENANCE SUPPLIES
14521670	INDUSTRIAL WEBBING CORP	3/15/2019	286.00	0100	INSTRUCTIONAL SUPPLIES
14521671	WAXIE SANITARY SUPPLY	3/15/2019	14916.28	0100	CUSTODIAL SUPPLIES
14521672	SOUTH BAY FENCE, INC.	3/15/2019	13.05	0100	MAINTENANCE SUPPLIES
14521673	OFFICE DEPOT	3/15/2019	568.04	0100	INSTRUCTIONAL SUPPLIES
14521674	CDW GOVERNMENT LLC	3/15/2019	11830.95	0100	TECHNOLOGY EQUIPMENT
14521675	WIRELESS PRO'S	3/15/2019	15.12	0100	MAINTENANCE SUPPLIES
14521676	PITNEY BOWES	3/15/2019	382.49	0100	CONTRACTED SERVICES
14521677	EWING IRRIGATION	3/15/2019	4078.58	0100	GROUNDS SUPPLIES

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Warrant ID	Payee	Payment Date	Amount	Fund	PO Ref
14521679	WILLIAM V. MAC GILL & CO.	3/15/2019	281.65	0100	MEDICAL SUPPLIES
14521680	WILLY'S ELECTRONIC SUPPLY CO.	3/15/2019	78.20	0100	MAINTENANCE SUPPLIES
14521681	LOS ANGELES FREIGHTLINER	3/15/2019	4623.94	0100	CONTRACTED SERVICES
14521682	RANCHO AUTO & TRUCK PARTS	3/15/2019	289.53	0100	MECHANIC SUPPLIES
14521683	IMPERIAL SPRINKLER SUPPLY	3/15/2019	278.79	0100	GROUNDS SUPPLIES
14521684	FLEETWASH INC	3/15/2019	166.66	0100	CONTRACTED SERVICES
14521685	SMART & FINAL	3/15/2019	86.95	0100	PATHWAYS - INST. SUPPLIES
14521686	WESTAIR GASES & EQUIPMENT INC	3/15/2019	152.80	0100	MAINTENANCE SUPPLIES
14521687	AT&T	3/15/2019	4303.08	0100	UTIILITIES (PHONES)
14521688	WAL- MART COMMUNITY/GECRB	3/15/2019	100.00	0100	INSTRUCTIONAL SUPPLIES
14521689	SOUTHWEST SCHOOL & OFFICE	3/15/2019	405.22	0100	INSTRUCTIONAL SUPPLIES
14521690	BJ'S RENTALS, INC.	3/15/2019	54.34	0100	CONTRACTED SERVICES
14521691	BROADWAY AUTO GLASS	3/15/2019	180.00	0100	MECHANIC SUPPLIES
14521692	OPTIMUM FLOORCARE	3/15/2019	83.74	0100	CONTRACTED SERVICES
14521693	COOPERATIVE STRATEGIES LLC	3/15/2019	178.61	0100	PROFESSIONAL SERVICES
14521694	PRO POWER	3/15/2019	381.53	0100	GROUNDS SUPPLIES
14521695	LEAL & TREJO APC	3/15/2019	126.00	0100	LEGAL FEES
14522248	DEPARTMENT OF GENERAL SERVICES	3/18/2019	10360.48	0100	CONTRACTED SRVS. - DSA - Solar
14522249	D&D WILDLIFE HABITAT RESTORATION, INC.	3/18/2019	575.00	0100	CONTRACTED SERVICES
14522250	ACCO ENGINEERED SYSTEMS, INC.	3/18/2019	985.31	0100	CONTRACTED SERVICES
14522252	GRAINGER	3/18/2019	1690.59	0100	MAINTENANCE SUPPLIES
14522253	RCP BLOCK & BRICK	3/18/2019	959.16	0100	GROUNDS SUPPLIES
14522254	CLARK SECURITY PRODUCTS	3/18/2019	997.83	0100	MAINTENANCE SUPPLIES
14522255	MIRAMAR BOBCAT INC	3/18/2019	703.33	0100	GROUNDS SUPPLIES
14522256	VALLEY INDUSTRIAL SPECIALTIES	3/18/2019	1516.45	0100	MAINTENANCE SUPPLIES
14522258	BJ'S RENTALS, INC.	3/18/2019	3803.62	0100	CONTRACTED SERVICES
14522259	BEST BEST & KRIEGER LLP	3/18/2019	19292.30	0100	LEGAL FEES
14522260	LEAL & TREJO APC	3/18/2019	7120.25	0100	LEGAL FEES
14522261	ABA EDUCATION FOUNDATION	3/18/2019	1200.00	0100	PROFESSIONAL SERVICES
14523419	CAROLYN KARINEN	3/20/2019	11124.00	0100	SLP-PROFESSIONAL SERVICES
14523420	EBS - EDUATIONAL BASED SERVICES	3/20/2019	24356.25	0100	CONTRACTED SERVICES
14523421	THOMPSON & COLEGATE LLP	3/20/2019	614.47	0100	LEGAL FEES
14523422	RICH THOME CONSULTING	3/20/2019	7128.00	0100	PROF. SERVICES - Consulting

RECEIVED
APR 03 2019

Warrant ID	Payee	Payment Date	Amount	Fund	PO Ref
14523423	WRAP CITY, INC	3/20/2019	1021.39	0100	CONTRACTED SERVICES
14523424	WILKINSON HADLEY KING &	3/20/2019	11925.00	0100	PROFESSIONAL SERVICES
14523425	OFFICE DEPOT	3/20/2019	308.14	0100	OFFICE SUPPLIES
14523426	GALLAGHER BENEFIT SERVICES, INC	3/20/2019	461.55	0100	PROFESSIONAL SERVICES
14523427	ALBERTO CARLOS HERRERA	3/20/2019	3570.30	0100	CONTRACTED SERVICES
14524039	P.I.P.S.	3/21/2019	75073.50	0100	CONTRACTED SERVICES
14524040	BMR HEALTH SERVICES, INC	3/21/2019	8680.00	0100	CONTRACTED SERVICES
14524041	XEROX FINANCIAL SERVICES	3/21/2019	9274.25	0100	CONTRACTED SERVICES
14524042	ARDOR HEALTH SOLUTIONS	3/21/2019	20418.92	0100	CONTRACTED SERVICES
14524043	ACES	3/21/2019	6278.70	0100	PROF. SRVCS - Non-Public
14524044	DIXIELINE LUMBER CO	3/21/2019	242.15	0100	MAINTENANCE SUPPLIES
14524045	WAXIE SANITARY SUPPLY	3/21/2019	5825.96	0100	CUSTODIAL SUPPLIES
14524046	PARADIGM HEALTHCARE SERVICES	3/21/2019	781.10	0100	PROFESSIONAL SERVICES
14524047	COURTNEY TIRE SERVICE	3/21/2019	220.20	0100	TRANSPORTATION SUPPLIES
14524048	THE INSTITUTE FOR EFFECTIVE	3/21/2019	7020.20	0100	PROF. SERVICES /NON-PUBLIC SCH
14524049	OFFICE DEPOT	3/21/2019	147.71	0100	OFFICE SUPPLIES
14524050	HOME DEPOT	3/21/2019	2977.18	0100	MAINTENANCE SUPPLIES
14524051	CALIFORNIA DEPT. OF JUSTICE	3/21/2019	196.00	0100	CONTRACTED SERVICES
14524053	STAPLES, INC.	3/21/2019	517.19	0100	OFFICE SUPPLIES
14524054	WILLY'S ELECTRONIC SUPPLY CO.	3/21/2019	56.75	0100	MAINTENANCE SUPPLIES
14524055	FERGUSON ENTERPRISES,INC#1350	3/21/2019	243.03	0100	MAINTENANCE SUPPLIES
14524056	ASELTINE SCHOOL	3/21/2019	12346.80	0100	PROF. SERV -NONPUBLIC SCHOOL
14524057	PERMA BOUND PUB.	3/21/2019	4904.15	0100	INSTRUCTIONAL SUPPLIES
14524058	A-Z BUS SALES, INC.	3/21/2019	3358.80	0100	CONTRACTED SERVICES
14524059	RANCHO AUTO & TRUCK PARTS	3/21/2019	154.93	0100	GROUNDS SUPPLIES
14524060	I B TROPHIES & AWARDS	3/21/2019	102.36	0100	OFFICE SUPPLIES
14524061	FEDEX	3/21/2019	84.96	0100	CONTRACTED SERVICES
14524062	VALLEY INDUSTRIAL SPECIALTIES	3/21/2019	5505.36	0100	MAINTENANCE SUPPLIES
14524064	SAN YSIDRO SCHOOL DISTRICT	3/21/2019	9267.68	0100	PCARD REPLENISH
14524065	BEST PLUMBING SPECIALTIES INC	3/21/2019	340.20	0100	MAINTENANCE SUPPLIES
Total 0100			**$ 553,128.49**		
14519008	DEPARTMENT OF SOCIAL SERVICES	3/11/2019	1815.00	1200	CONTRACTED SERVICES
14521078	LORENA VARELA	3/15/2019	7.52	1200	REIMBURSEMENT

Warrant ID	Payee	Payment Date	Amount	Fund	PO Ref
14522251	SCHOLASTIC , INC	3/18/2019	1845.25	1200	INSTRUCTIONAL SUPPLIES
14522257	SAN DIEGO COUNTY SUPERINTENDEN	3/18/2019	1785.00	1200	REGISTRATION FEES
14522749	LYDIA CORONA	3/19/2019	36.96	1200	REIMBURSEMENT
14524052	LORENA VARELA	3/21/2019	270.89	1200	REIMBURSEMENT
14524063	SOUTHWEST SCHOOL & OFFICE	3/21/2019	1357.98	1200	INSTRUCTIONAL SUPPLIES
Total 1200			**$ 7,118.60**		
14516323	EVELYN ZARZOSA	3/5/2019	11.50	1300	MILEAGE
14519673	K & M Foodservice	3/12/2019	4531.26	1300	CAFETERIA FOOD
14519674	SELECTA INTERNATIONAL	3/12/2019	47.70	1300	CAFETERIA FOOD
14519675	GOLD STAR FOODS	3/12/2019	65154.33	1300	CAFETERIA FOOD
14519677	HOLLANDIA DAIRY INC.	3/12/2019	19867.64	1300	CAFETERIA FOOD
14519678	SAFEWAY INC. -VONS DIVISION	3/12/2019	261.95	1300	CATERING SUPPLIES
14519679	P&R PAPER SUPPLY COMPANY, INC.	3/12/2019	9592.83	1300	CAFETERIA SUPPLIES
14519680	COUNTY OF SAN DIEGO	3/12/2019	372.00	1300	CONTRACTED SERVICES
14519681	CDE,CASHIER'S OFFICE	3/12/2019	2876.19	1300	CONTRACTED SERVICES
14519682	LLOYD PEST CONTROL CO.	3/12/2019	224.00	1300	CONTRACTED SERVICES
14519683	SMART & FINAL	3/12/2019	36.93	1300	CAFETERIA SUPPLIES
14519684	GALASSO'S BAKERY	3/12/2019	5572.41	1300	CAFETERIA FOOD
14520377	AMERICAN PRODUCE DISTRIBUTORS	3/13/2019	25836.54	1300	CAFETERIA FOOD
14521161	ACE COOLING & FREEZING	3/14/2019	1078.70	1300	CONTRACTED SERVICES
Total 1300			**$ 135,463.98**		
Grand Total			$ 695,711.07		

14C.2
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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2018-19

BACKGROUND INFORMATION:

Pursuant to regulations adopted by the State of California in the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from January 1, 2019 to March 31, 2019, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:

Accept the Report of William's Settlement Complaints for the third quarter, from January 1, 2019 to March 31, 2019 of the 2018-19 school year for submission to the San Diego County Office of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

N/A	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:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL: _____

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AARDVARK ANT AND PEST CONTROL

BACKGROUND INFORMATION:
The District has staff that is certified on the procedures of pesticide chemicals and applications. At times, there is a need for assistance in order to cover all of our District's facilities needs. The District has requested the assistance of Aardvark Ant & Pest Control to iradicate a pest situation at the San Ysidro Middle School.

The monthly cost for the services is quoted at $420.00 first month and thereafter $115.00 for a 12-month period or until terminated.

RECOMMENDATION:
Approve the agreement with Aardvark Ant & Pest Control at an annual cost up to $2,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$2,000.00 (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:

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

AARDVARK

ANT & PEST CONTROL INC.

2514 Jamacha Road, #502-40 El Cajon, CA 92019-4366
Phone 1-800-650-6008 • Fax 619-441-2546
www. aardvarkant.com

SERVICE AGREEMENT

Service start date: _____

Billing Name San Ysidro School Dist.
Address 4350 Otay Mesa RD
City San Ysidro State Ca
Zip Code 92173 Phone _____

Service Name San Ysidro Middle School
Address 4345 Otay Mesa RD
City San Ysidro State Ca
Zip Code 92173 Phone _____
Fax _____

PESTS COVERED AND FREQUENCY:

☐ Ants ☐ Roaches ☐ Fleas ☐ Mice
☐ Spiders ☐ Bees ☑ Rats ☐ Gophers
☐ Other _____

STRUCTURE TYPE:

☐ Res. ☑ Comm. ☐ Apt. Units _____
☐ Condo. Units _____

☐ Exterior Service Monthly / EOM / Qtr ☐ Interior Service Monthly / EOM / Qtr. ☐ Interior Service upon request

CHEMICALS USED / ACTIVE INGREDIENTS

☐ Talstar One/Wisdom TC - Bifenthrin
☐ Termidor SC - Fipronil
☐ Drione - Pyrethrins
☐ Contrac Blox - Bromadiolone
☐ Archer - Pyridine
☐ Talstar/Wisdom Granular - Bifenthrin
☐ Maxforce Ant Killer Bait Gel - Fipronil
☐ Wasp Freeze - Phenothrin & D-Trans Allethrin
☐ Martins Gopher Getter - Strychnine Alkaloid
☑ Other FINAL
☐ P.I. - Pyrethrins
☐ Maxforce Roach Killer Gel - Fipronil
☐ Suspend - Deltamethrine
☐ Fumitoxin - Aluminum Phosphide
☐ Phantom - Chlorfenapyr
☐ Sluggo - Iron Phosphate

One Time Service Charge $ _____
Monthly Charge $ _____
Every Other Month $ _____
Quarterly Service $ _____
Discount $ _____
Total $ _____

Map Code _____

Comments Install 14 Rat bait stations out side of back fence start at parking structure and install to end of fence at the far end of soccer field.

Cost to install $420.00 Includes first month of maintenance

Monthly maintenance $115.00

"State law requires that you be given the following information: CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the California Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized."

"If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu or any other symptoms of overexposure which are not typical of influenza, contact your physician or poison control center (1-800-876-4766) and Aardvark Ant & Pest Control Inc., immediately. Contact with rodenticides may reduce the clotting ability of blood and cause bleeding. See telephone numbers below for more information." For further information, contact any of the following:

Poison Control Center	1-800-876-4766
Aardvark Ant & Pest Control Inc.	1-800-650-6008
For Health Questions-San Diego County Health Department	1-619-692-8499
For application information – San Diego County Agricultural Commissioner	1-858-694-8980
For regulatory information – Structural Pest Control Board, 2005 Evergreen St., Suite #1500, Sacramento, CA 95815	1-800-737-8188

If a contract for periodic pest control has been executed, the frequency with treatment is to be done. In the case of Branch1 applications, the notice presdcribed by subdivision shall be provided at least 48 hours prior to application unless fumigation follows inspection by less than 48 hours.

This service agreement shall be continued for a period of **TWELVE (12) MONTHS AND THEREAFTER UNTIL CANCELLED WITH A THIRTY (30) DAY WRITTEN NOTICE.** If the property herein passes from my/our control during the period of this agreement upon thirty (30) day written notice thereof, Aardvark Ant & Pest Control Inc. will immediately cancel this agreement except that if such transfer of control occurs within three (3) months from the date of the agreement. I/we agree to pay Aardvark Ant & Pest Control Inc. in full for the first three (3) months service at the rate established herein.

NOTE: While the purpose of this agreement is to prevent damage from pests, Aardvark Ant & Pest Control Inc. shall not be liable for any loss or damage caused by sources of pests occurring after the date of service. All complaints must be submitted in writing to the above branch within 24 hours following any loss or damage.

A service fee of $25.00 will be charged on all returned checks.

OPR 12925
QAL 135285

14C.4

THIS AGREEMENT DOES NOT INCLUDE CARPENTER / PHAROH ANTS OR WOOD DESTROYING ORGANISMS

I have read, understand and hereby agree to all terms and conditions of this agreement.

Accepted _____

Aardvark Ant & Pest Control Inc.

William "Skip" Foster

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO FIRE-RESCUE DEPARTMENT AED/PAD PROGRAM SERVICE LEVEL AGREEMENT

BACKGROUND INFORMATION:
The District was given 13 Automated External Defibrillators (AEDs) as part of Operation Heartbeat, a project to put AEDs in every school in the South Bay. The program includes the oversight of a physician and trained EMS personnel by California law as listed in the attached service agreement. The District's School Nurse is a certified American Heart Association BLS Instructor and can provide required and recommended staff training in First Aid/CPR (adult/child/infant) Airway obstruction/AED.

The District would like to renew the agreement with the San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program and the San Diego Project Heart Beat beginning April 17, 2019 and extending to April 16, 2021.

The cost implications are as follows:

- Total of 13 units owned by the district estimated at $320 per year
- Separate charge $50 each replacement of electrode pads
- Any service provided before 6:00 a.m. and after 6:00 p.m. Monday-Friday and on official county holidays and weekends – an additional charge is payable at $55 per hour with an estimated two hours per incident

RECOMMENDATION:
Approve the renewal of the agreement with San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, the San Diego Project Heart Beat for a 2-year period beginning April 17, 2019 and extending to April 16, 2021 at an estimated annual cost of $1,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ANNUAL $1,000.00 (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:

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

SAN DIEGO FIRE-RESCUE DEPARTMENT
AED/PAD PROGRAM
SERVICE LEVEL AGREEMENT

An agreement between San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat and **San Ysidro School District**
(Address) 4350 Otay Mesa Road, San Ysidro, CA 92173
for the period beginning **April 17, 2019 through April 16, 2021**
This agreement will provide program management for _____**13**_____ AED unit(s) on site.

The purpose and objective of this agreement is to acknowledge that SDFD PAD Program staff can provide to Client certification training as needed and upon signature of this fully executed agreement will provide PAD Program Management services as outlined below in "Service Activities."

"**Service Activities**" include instruction of certification training (only if chosen to provide Certification Training to the above named client) and complete PAD Program Management services as follows:

Certification Training Identified persons to be trained in the use of AED's as required by CCR Title 22, will receive instruction in the following subjects: Basic Life Support to include but not be limited to; Adult and/or Pediatric CPR, Infant CPR, Foreign Body Airway Obstruction and the proper use of an AED. First Aid Training may be included at an additional rate. Refresher training is recommended for CPR/AED skills competency. Refresher training can be arranged by the Program Liaison and agreed upon by both parties as seen fit for each individual PAD Program. Certification Training as is scheduled shall apply to this Service Level Agreement.

PAD Program Management Minimum management service activities include Physician Medical Oversight, the arrangement of this Service Level Agreement (SLA), 24 hour AED Emergency Contact Service with a designated SDFD PAD Program staff member and complete record keeping services to assure quality program management. This service will be provided at a rate of $75.00 with grant assistance for the first AED, $25.00 for each additional AED, up to ten units. **Annual reinstatement: $50.00 with grant assistance for the first AED, $25.00 for each additional AED, up to ten units. After ten AEDs, the price for management is $10.00 per each additional AED unit.**

Incident Management The services described below are effective at the time of notification of an AED deployment. These services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All other hours to include weekends and all county recognized holidays are payable at a rate of $55.00 per hour and upon request. A separate charge for the replacement of electrode pads at $50.00 each shall be expected in the case of a deployment incident. Should a deployment incident occur a SDFD PAD Program representative will be notified and will arrive at the scene within a four hour time frame from formal point of notification. Once at the scene they will perform the following services; on-site downloading of data from the AED, *replacement of electrode pads, process and file required reports at the time of an incident for quality assurance and management purposes. Critical Incident Stress Debriefing (CISD) can be arranged within 48 hours of the incident to provide counseling services for the individuals involved. Certified SDFD PAD Program Associates are available for

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this service. *In the event that a company owns an AED other than a Cardiac Science AED, please see the note at end of agreement.

SDFD PAD Program Training and Management Responsibilities

- Provide Physician Medical Oversight for program direction and review of AED deployment incidents.
- Provide quality PAD Program Staff to include a CA. State licensed Physician/Surgeon, a PAD Program Manager and other qualified personnel to offer 24-hour AED emergency contact service.
- Provide qualified instructors to administer training and instruction as required through CA Code of Regulations, Title 22, Division 9, Chapters 1.8 and 1.5.
- Instructors will have completed all required training and possess the necessary credentials to be eligible to serve as a primary instructor in all of the above listed instruction.
- Instructors will use course curricula and materials approved by the American Heart Association (AHA) for CPR/AED training.
- SDFD will provide a mutually agreed upon suitable instructional classroom with the necessary training equipment, basic audio/visual equipment and supplies if needed.
- Provide record keeping services for program management, AED maintenance, SLA's, certifications, incident correspondence and data collection and advanced and post notification of expiring program elements.
- Provide location information about customer's AED(s) to the PulsePoint organization (http://www.pulsepoint.org/) a system that allows for bystanders to know the location of the AED(s) for use in a CPR event. **San Ysidro School District** may elect to not participate in this program at any time with written notification to San Diego Project Heart Beat.
- SDFD Finance Department will invoice **San Ysidro School District** within 30 days from the date of services rendered or agreed upon.

Private/Public Sector Responsibilities

- **San Ysidro School District** will reimburse SDFD for all Service Activities rendered as outlined within this SLA thirty days from the date of invoice for the services provided. All **payment remittance only** shall be sent to:

  City of San Diego Fire/EMS
  PO Box 129030
  San Diego, CA. 92112-9030

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- **San Ysidro School District** will arrange any certification training and may track any current certifications on the San Diego Project Heart Beat online database management system.

- **San Ysidro School District** will select a PAD Program Liaison to manage and be the contact person for its PAD Program site. Responsibilities of this position will include oversight of documented maintenance checks, scheduling certification and in-service training and be the responsible party for all necessary correspondence between the AED site and SDFD PAD Program Personnel.

- **San Ysidro School District** will follow all requirements as outlined for a PAD Program as is written in California Civil Code section 1714.21 and California Health and Safety Code 1797.196.

- The use of any City of San Diego classroom or facility designated for CPR/AED training (if arranged through SDFD) shall be used solely for that purpose during the training period. Any unauthorized use during that period shall constitute a substantial default and subject this agreement to termination.

Schedules and Time Lines

- All training or other related schedules and time lines related to this SLA are to be established between SDFD PAD Program Personnel and **San Ysidro School District** .

Dispute Resolution Process

- Initial disputes if they should arise will be discussed and a resolution sought between **San Ysidro School District** and the SDFD PAD Program Manager.

- If resolution is not achieved, second- and third-level supervisors from SDFD and Client or their designee will seek resolution.

Upon signing this service agreement, **San Ysidro School District** will be invoiced **only** for "services agreed upon and rendered" for program management as set forth by this service agreement.

All invoices generated from services rendered are due within 30 days of receipt of invoice.

Termination

San Ysidro School District may terminate this agreement at any time and for any reason by giving written notice to SDFD of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

SDFD may terminate this agreement at any time and for any reason by giving written notice to said program participant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

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Indemnification

San Ysidro School District shall defend, indemnify and hold SDFD, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

SDFD shall defend, indemnify and hold **San Ysidro School District**, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of, its officers, agents, or employees.

Modification of this Service Level Agreement

This Service Level Agreement may only be modified with the prior written approval of both parties.

Anita Gillchrest, School Nurse (619) 428-4476 x3097
PAD Program Site Liaison / Contact Number
San Ysidro School District

Colin Stowell, Fire Chief / Date	Marilyn Adrianzen, CBO / Date
City of San Diego Fire-Rescue Dept.	**San Ysidro School District**
	Board Approved: _____

* For program participants who utilize AEDs other than the Cardiac Science manufactured AED units, it is recommended that the facility owning these units has a back stock of supplies, (defibrillator pads, spare battery, etc.), and needed equipment (i.e. downloading software) per the manufacturers' recommendation. SDFD is not responsible for replacement/maintenance equipment.

** Incident Management will be invoiced for a minimum of two hours of service between the hours of 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized Holidays within San Diego County limits. An hourly cost for Incident Management will be incurred for entities requesting staff response outside of the San Diego County limits at all times.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 11, 2019

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MARGARET PERKINS

BACKGROUND INFORMATION:
Augmentative and Alternative Communication (AAC) offers individuals a communication system that can add to or replace speech. AAC is a set of tools and strategies that are used to solve everyday communication challenges for students with speech problems. Students with severe speech difficulties rely on AAC to learn language, and supplement existing speech that is not functional. Some students may have difficulties learning speech because of Autism, Down Syndrome or other developmental disabilities. Some individuals may lose the ability to speak due to an injury or disease. AAC can help these students with speech difficulties to learn language along the way. AAC is a voice for people who can't speak.

The purpose of training in the school setting is that the team can gather and share information on a student and their AAC system. Ms. Margaret Perkins, Speech and Language Pathologist and AAC Specialist, will be providing training to school staff and family member(s) to increase knowledge on a language organization system, device modification or programming and most importantly, implementation recommendations.

Cost implication: $300.00 for 3 hours of AAC training for a group of five participants

RECOMMENDATION:
Approve the agreement with Margaret Perkins to provide Augmentative and Alternative Communication (AAC) training to Special Education teachers and the parent of a student with special needs at a cost up to $300.00 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.15: Provide professional development opportunities for site and district administrators to support teaching and learning and to strengthen educational practices (i.e. Admin Power Clinics, etc…).

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$300.00	Special Education	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of April 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Margaret Claire Perkins Company/Consultant	707-338-4457 Telephone Number
7040 Avenida Encinas, Suite 104-416, Carlsbad CA 92011 Address	margaret.perkins@socalaactherapist.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: April 12, 2019 To: June 30, 2019

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(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 appropriates 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.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) 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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(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.

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:	Margaret Claire Perkins
Title:	Speech and Language Pathologist, AAC Specialist
Address:	7040 Avenida Encinas, Suite 104-416
City/State/Zip Code:	Carlsbad CA 92011
Telephone:	707-338-4457
Email:	margaret.perkins@socalaactherapist.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysd.k12.ca.us	oscar.madera@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	**DISTRICT**
Margaret Claire Perkins Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Margaret Claire Perkins, SLP, AAC Specialist Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
707-338-4457 Phone Number	04-11-19 Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

IEE will be providing Alternative Augmentative Communication (AAC) training to school staff and family member(s) of a student with special needs to increase their knowledge on a language organization, device modification or programming and most importantly, implementation recommendation for students who require this type of service.

Total Cost: $300.00 for 3 hours for a group of 5 participants

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Vista Del Mar Middle School
Nadia Aviles, Principal

INITIAL
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH RUSS PEAK PRESENTATIONS

BACKGROUND INFORMATION:
Russ Peak is recognized as the leader in motivational entertainment for educational events. He connects with the audience and delivers a powerful message through laughter and mystery that will unlock student's potential, create a positive attitude, and challenge them to "BE AMAZING!".

On April 10, 2019, Russ Peak provided a motivational and educational assembly for students of Vista Del Mar Middle School. This event was approved by the ASB Board.

RECOMMENDATION:
Ratify the agreement with Russ Peak Presentations for a motivational and educational student assembly at Vista Del Mar Middle School that was held on April 10, 2019 at a cost of $1,148.00 from the ASB fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT
2.2 Continue support of ASB at the middle schools.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,148.00	ASB Funds	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between **Russ Peak Presentations** (SPEAKER) and
San Ysidro School District (DISTRICT)

PURPOSE: Russ Peak Presentations will provide a Magic and Motivation Assembly Program and leadership follow-up session at Vista Del Mar Middle School.

SCOPE OF SERVICES: The Speaker shall perform the services described below for the compensation stated in Section 3:

Keynote speaker/presenter for a magic and motivation student program and leadership follow-up session to be held Vista Del Mar Middle School on April 10, 2019 as scheduled with the school site administrator.

DISTRICT will provide sound equipment.

COMPENSATION: DISTRICT will pay SPEAKER a not to exceed amount of $1,148.00 for services provided. The District is not responsible for any other expenses.

Payment will be made after services have been provided and an invoice has been submitted to the Business Services Department for processing of payment.

INDEMNIFICATION AND HOLD HARMLESS: SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

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.

TERMINATION: This contract may be terminated at no cost to either party upon 14 days advance written notice prior to the date of service stated in Section 2, above.

INDEPENDENT CONTRACTOR: SPEAKER is an independent contractor and is not an agent or employee of the District. SPEAKER shall keep self fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this service. SPEAKER shall be liable for all violations of such laws and regulations in connection with Services.

SPEAKER shall pay all applicable state, local and federal taxes associated with this agreement. All wages, salaries, and other amounts due to SPEAKER'S personnel in connection with their performance of Services under this Agreement and as required by law. (If out of state independent contractor, please provide Tax Exempt Certification and IRS W-9 Form.)

GOVERNING LAW: This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

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

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.

RUSS PEAK PRESENTATIONS – Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Address: _____

_____

Telephone: (_____) _____ E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476

Board approved: _____

SYSD CONTACT PERSONS:

Nadia Aviles
Principal, Vista Del Mar Middle School
(619) 428-4476 ext. 3900
Nadia.aviles@sysdschools.org

Guillermina Sandez
ASB Teacher Representative
Guillermina.sandez@sysdschools.org

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL:

☒ Informational
☐ Action

AGENDA ITEM: CASBO ORGANIZATIONAL MEMBERSHIP

BACKGROUND INFORMATION:
The California Association of School Business Officials (CASBO) provides a very rich menu of learning experiences allowing staff to take advance of gaining knowledge in many areas in a concentrated period of time. More than 160 workshops are conducted to provide insights and training on the most compelling and current issues. Areas of budgeting, financing, facility, maintenance, child nutrition and transportation are covered.

The District would like to empower its employees with the capacity-building tools needed for day-to-day business practices. The District will benefit by attending professional development workshops and leadership opportunities at a discounted cost.

RECOMMENDATION:
Approve/Ratify the District's Organizational Membership to the California Association of School Business Officials (CASBO) at a cost of $2,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Business Services Reviewed:

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,500.00	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:

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

CASBO

The foremost authority on school business

Organizational Subscription

A Streamlined and Expanded Membership Product

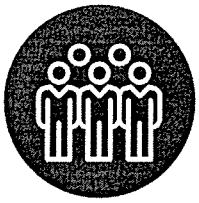
CASBO's organizational subscription is a single-price, umbrella package that covers all of your business services employees.

This means ***more*** school business professionals get ***more benefits*** than ever before!

With this model, we'll be perfectly poised to help you build your organization's capacity by paving a path to the top-notch professional development you've come to expect from CASBO ... one that ***all*** of your business services employees will be welcome to travel!

Your organization also will enjoy a host of our popular discounts and professional development and leadership opportunities:

- ✔ Unlimited enrollment for all of your business services employees
- ✔ Discounts to CASBO workshops, Annual Conference & CBO Symposium
- ✔ Personalized account management services
- ✔ Unlimited access to our digital bookstore
- ✔ Mentoring services
- ✔ Subscriptions to all of our school news & advocacy publications
- ✔ Discounts for eNewsletter job ads
- ✔ Affinity benefits & discounts for all of your business services employees
- ✔ The chance to serve on our committees & professional councils



Join NOW! Empower your organization with the capacity-building tools you need to take your school business practices to the next level!

See the reverse for FAQs and subscription pricing summary.

Want to chat with a real person? Email us at join@casbo.org and we'll call you!

CASBO
The foremost authority on school business

Organizational Subscription

Your Success Simplified: Frequently Asked Questions About Our Organizational Subscription

Who does the subscription cover?
Any California school district, charter school, county office of education or community college district is eligible. Once your organization joins, ***all*** of your business services employees become CASBO enrollees. That means anyone who is looking for professional development in our 15 school business disciplines is eligible – even your personnel who might be wearing multiple hats! And they'll all have access to benefits, including the discounts we offer for training and events.

How will discounts work now?
All of your business services employees will receive discounts to CASBO events and professional development offerings, including:

- ✔ $250 off full-price registration for Annual Conference, with an additional $100 off for registering before the early-bird deadline
- ✔ 20% off workshops, CBO Bootcamp & CBO Symposium
- ✔ Unlimited access to our digital bookstore

Did the four levels of CASBO individual membership change?
Yes! Now that we cover so many more of you under the organizational umbrella, we transitioned our former four levels of individual members to this model. Those people who seek "personal growth" options (such as resume and interviewing best practices, personal branding, presentation skills training, etc.) can purchase our individual "Career Builder" membership at a low price.

How do we get started for the new fiscal year, and who should we talk to?
We have simplified the process to get your organization up and running. Our account management team will ensure that we include the right contacts at your organization. Then we'll provide you with all of the tools you need to begin sharing CASBO value and benefits with your business services employees.

Simply reach out to us at **join@casbo.org** and your account manager will send you the application form, work with you to identify your key personnel contacts, and then communicate with your team.

Organizational Subscription Pricing			
School Districts	**Community Colleges**	**County Offices of Education**	**Price**
0 - 500 Students	0 - 15,000 Students	Class 8	$500
501 - 2,500 Students	15,001 - 50,000 Students	Class 7-5	$1,000
2,501 - 10,000 Students	50,001+ Students	Class 4-1	$2,000
10,001+ Students			$3,000

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH COUNTY OF SAN DIEGO DEPARTMENT OF PARKS & RECREATION - RIGHT OF ENTRY PERMIT TO ACCESS VERNAL POOLS

BACKGROUND INFORMATION:
During the planning stage of the Vista Del Mar School, the related infrastructure and the extension of the Del Sol Boulevard it was found that the project would impact some environmentally sensitive areas on the property, including vernal pools and fairy shrimp located on the property. A Habitat Management Plan was required for the Vista Del Mar School construction to be able to start. The Habitat Management Plan requires the creation, restoration, monitoring, and maintenance of vernal pools of approximately one acre in an offsite preserve owned by the City of San Diego known as the West Otay Mesa Parcel B Vernal Pool Preserve. One of the requirements for the environmental permits is the monitoring and maintenance of the vernal pool restoration area for the in-perpetuity, long term monitoring and maintenance of this mitigation site.

The mitigation parcel is now landlocked as a result of a new residential subdivision in the area and the district no longer has travel rights from its previous entry point. In order to protect sensitive plants during the current draught, the District is requesting a right-of-entry permit to access the mitigation parcel by using a dirt road that runs through the County of San Diego property.

A Right of Entry Permit from the San Diego County Department of Parks & Recreation is required in order to transit by vehicle across the County's property solely for the purpose of accessing such other real property owned by the City of San Diego as needed for the performance of monitoring, maintenance and/or watering of established vernal pools and associated upland vegetation.

RECOMMENDATION:
Ratify the Agreement with the County of San Diego Department of Parks & Recreation, for a Right of Entry Permit to access the District's vernal pools.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☒ **Renewal** ☐ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	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:

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

County of San Diego

BRIAN ALBRIGHT
DIRECTOR
(858) 966-1301

DEPARTMENT OF PARKS AND RECREATION
5500 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CA 92123
Administrative Office (858) 694-3030
www.sdparks.org

RIGHT-OF-ENTRY PERMIT APPLICATION FORM

1. Applicant Information

Date of Application: 03-25-19

Please provide the full name and contact information of the person/entity requesting access.

Applicant or Company Name:	San Ysidro School District
Contact Person:	Marilyn Adrianzen and Paulo Azevedo
Street Address:	4350 Otay Mesa Road
City, State, Zip:	San Ysidro, CA 92173
Telephone:	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org
State Contractor's License No. (If applicable)	N/A paulo.azevedo@sysdschools.org

2. Property Location

Please indicate the County properties for which you are requesting access. Include the Assessor's Parcel Number (APN) and a map showing the specific areas where proposed activities will take place.

Park/Preserve Name(s):	Otay Mesa Parcel B
APN(s):	638-070-74

3. Access Details

Please indicate the relevant timeframes for your request and number of people anticipated to be on site. Start date must be at least 4 weeks from date application is received by DPR.

Requested Start Date:	April 1, 2019
Requested End Date:	on-going
Number of Visits:	variable
Frequency of Visits:	weekly
Hours of Use:	8:00 a.m. to 5:00 p.m.
# of Persons: (If needed, list additional names/organizations)	SYSD (2) / D&D Wildlife (4)

4. Type of Activity

Please check the box that best describes the type of activity proposed.

☐ **Scientific Research** ☐ **Educational** ■ **Other** Mitigation work

5. ROE Status

Please specify if your ROE request is for a new project or if you are renewing or amending an existing ROE.

☐ **New ROE** ☐ **Renewal/Amendment of Existing ROE** ■ **Similar to Expired ROE**

If so, date of issue: _____ If so, date of issue: 08/14/17

6. Scope and Purpose

Please include the full scope and broad context of the research/project; i.e. where will the research be performed (nationwide, California wide, Southern CA, County and Cities, or SD County only) and what the collected information will be used for (school project, school thesis, publication, other agency research, contracted research, community event/project, etc.). In addition, please indicate the purpose, provide a summary and describe the activities you are proposing to conduct on County property. Please list the methods, equipment or materials that will be used and if proposed activities involve soil-moving, off-trail use, vehicle use, specimen collection or creation of loud noises. Do not attach a pre-existing document in lieu of this summary. Attach additional pages, if needed.

To transit by vehicle across the real property known as the County of San Diego Furby North Preserve, Assessor's Parcel Number (APN 638-071-74), solely for the purpose of accessing the Licensee's Vernal Pool Restoration Site (APN 638-070-74) within the City of San Diego West Otay Mesa Vernal Pool Preserve (Parcel B) as shall be necessary for the performance of certain mitigation work, more specifically for the monitoring, maintenance and watering of newly established vernal pools and associated upland vegetation at the Licensee's Vernal Pool Restoration Site.

7. Other Required Permits

List any local, state, and federal permits required for the proposed activities. Submit copies of permits with this form. ***Please note:*** *It is the responsibility of the Applicant to obtain all required permits prior to conducting activities on County property.*

Agency	Permit Type	Applied	Issued
USFWC	Section 10(a) for branchiopods	☐	☒
CDFW	Collectors Permit	☐	☒
County DGS	ROE Permit	☐	☐
☐ No other permits required	■ Unknown whether permits required		

8. Proof of Insurance

The County requires Permittees to be insured for damage resulting from liability by the Permittee and/or any of their agents in the amount of $1,000,000 and to include DPR as additional insured in endorsement.

■ Proof of Insurance is attached

☐ Proof of Insurance will be submitted separately *(must be received prior to issuing permit)*

This "**Conditions for Right of Entry**" (**ROE**) form must be signed and dated and returned with the "**ROE Permit Application**" form. You must agree to the conditions outlined below before the permit application for can be processed. These conditions will be included in the approved ROE permit along with additional conditions that will reflect the scope of the project and work to be completed on County property.

STANDARD CONDITIONS FOR RIGHT OF ENTRY PERMIT

Project/Research Findings PERMITTEE shall submit raw data, draft findings, survey results and final reports to PERMITTOR. **Prior to disseminating data to (1) academic publications, (2) print media, (3) mass media, (4) social media, or (5) any other research organizations, public agencies, wildlife agencies and/or the general public, PERMITEE must submit all data to PERMITTOR and take PERMITTOR input/feedback into account.** PERMITTOR shall be allowed up to two weeks to review and respond to research findings before release. Any GIS data acquired shall also be submitted in SanBIOS format. Delivery of the report(s)/findings shall be sent to Meg Diss (Margaret.Diss@sdcounty.ca.gov) within thirty (30) days after research is completed, and may be sent electronically.

Revocable Permit or Termination This Permit may be revoked or terminated at will by PERMITTOR in its sole discretion at any time for any reason. PERMITTOR shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waive any claim for expense or loss which PERMITTEE might incur as a result of PERMITTOR's revocation or termination of this Permit.

Violations Failure to respect the termination date or earlier termination of this Permit by continuing to access County land after the specificed end date of the Permit may jeopardize the ability to obtain future Pemits. In addition, accessing County land with an expired Permit or without first obtaining such Permit is considered a violation under **ARTICLE 2. PRESERVATION OF COUNTY PARK FEATURES AND PUBLIC HEALTH AND SAFTEY** and may be subject to criminal and/or civil penalties **(SECTION 41.107 VIOLATIONS).**

Restore and Vacate Prior to the expiration or PERMITTEE's earlier termination of this Permit, PERMITTEE shall restore the Permit Area to its previous condition on the Effective Date, with the exception of natural processes and any changes resulting from PERMITTE's actions under the scope of this Permit. Upon PERMITTOR's expiration or termination of this Permit, PERMITTEE shall immediately cease all operations on the Permit Area and restore the Permit Area to its condition on the Effective Date, with the exception of natural processes and any changes resulting from PERMITTEE's actions under the scope of this Permit, and vacate the Permit Area.

Superior Interests This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights-of-way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If PERMITTEE's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

Maintenance of the Permit Area PERMITTOR shall at no time during the Term be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris and litter caused by the Permit Use. PERMITTEE shall clearly label their equipment/supplies (if to be left on-site overnight) with PERMITTEE's name, phone number, and permit number.

Inspection PERMITTOR may at all times enter and inspect the Permit Area. PERMITTEE shall notify DPR staff of any unusual or unauthorized activities noted while in the Preserve.

Improvements/Alterations PERMITTEE shall not construct any permanent improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of PERMITTOR. There shall be no removal of earth/soil, sand, gravel, rock or any minerals or any activities disturbing, disfiguring, marking on or destroying any cave, rock formation or any other naturally occurring feature. Any negative physical impact to the Permit Area will be restored and/or corrected to the satisfaction of the Director of the Department of Parks and Recreation.

Insurance PERMITTEE must be insured for damage resulting from liability of PERMITTEE or any of PERMITTEE's agents or employees in the amount of $1,000,000. Additional insured endorsement naming PERMITTOR as an additional insured/certificate holder is required. PERMITTEE shall furnish proof of insurance to PERMITTOR prior to the issuance of the Permit.

Indemnification PERMITTEE shall defend, indemnify, and save harmless PERMITTOR, its officers, agents, and employees from and against any and all claims (whether valid or alleged), demands, actions, suits, damages, losses, judgments, liabilities, expenses and costs, including but not limited to, court costs and reasonable attorney's fees incurred by PERMITTOR on account of any such claims, demands, or liabilities, and from loss of any kind or nature arising out of, resulting from, or in connection with this Permit. PERMITTEE's obligation shall apply whether or not there is concurrent, active, or passive negligence on the part of the PERMITTOR, its agents, officers, or employees.

No Nuisance PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area. PERMITTEE must make all necessary precautions and coordinate all efforts with DPR staff to ensure the safety and security of the Permit Area at all times.

Assignment and Sublicense PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without PERMITTOR's prior written consent.

Failure to provide requested reports or deliver on any condition of this right of entry permit may be grounds for revocation of the permit and may result in denial of any future permits.

☒ I have read and agree to accept the **"Standard Conditions for Right of Entry Permit"**. I understand there will be additional conditions in the final permit specific to my request and by signing below I agree that the performance of any work under this Permit shall constitute an acceptance of all conditions.

Signature: _____ Date: 03-25-19

Permittee

These conditions must be signed and returned with the Right of Entry Permit Application.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH KONE INC. – AMENDMENT NO. 1

BACKGROUND INFORMATION:
KONE Inc. is one of the global leaders in the elevator and escalator industry. The company has been committed to understanding the needs of its customers for the past century, providing industry-leading elevators, escalators and automatic building doors as well as innovative solutions for modernization and maintenance.

In order for the District to be in compliance with the Department of Industrial Relations, Division of Occupational Safety and Health, it is imperative to expedite the maintenance and repairs to elevators located at all of our District school sites. The cost implications for services is estimated at $10,655.78 quarterly with a 2.5% annual increase for a 3-year term. Other fees may apply.

RECOMMENDATION:
Ratify Amendment No. 1 to the KONE Inc. Agreement for continued full service maintenance to elevators district-wide at an annual cost of $47,024.00 from the General fund.

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

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$47,024.00 (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:

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

Maintenance Contract Rider

Elevators Escalators

AMENDMENT NO. 1

March 18, 2019

KONE Inc.
9850 Businesspark Avenue
San Diego, CA 92131
Cell: (619) 301-8580
Tel: (858) 578-5100
Fax: (858) 578-5118
Eric.monette@kone.com

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro CA 92173

Attn: Paulo Azevedo: Director of Maintenance, Operations, Transportation and Facilities

RE: KONE Contract Rider #1
Contract #41128726

Effective December 1st, 2018, the current term of the Agreement shall be extended for an additional term of three (3) years. Quarterly price will increase from $9,861.63 to $10,655.78 / QTR. KONE agrees to cap the annual escalation rate for IEUC labor increases at 2.5% annually for the duration of this service term. Outstanding maintenance invoices will be credited and rebilled as necessary.

KONE will add three (3) wheelchair lifts to existing service agreement #41128726. The three wheelchair lifts are located at: Smythe Elementary, La Miranda Elementary & Vista Del Mar School.

KONE will perform preventative maintenance visits on all wheelchair lifts (9 total) twice a year (on a bi-annual basis).

All other terms and conditions of the maintenance contract between KONE Inc. and San Ysidro School District shall remain unchanged.

ACCEPTED BY:

KONE Inc.

_____
Jeff Couture
Branch Manager

Date: March 18, 2019

ACCEPTED BY:

San Ysidro School District

_____
Marilyn Adrianzen, CBO

Date: _____

Board Approved: 04-11-19

FIRST FISCAL YEAR – QUARTERLY MAINTENANCE INVOICE PRICING

LOCATION	UNIT(S)	EFFECTIVE	QUARTERLY PRICE TOTAL
OCEAN VIEW HILLS SCHOOL 4919 DEL SOL BLVD SAN DIEGO, CA 92154	1	12-1-2018	$661.89
SAN YSIDRO MIDDLE SCHOOL 4345 OTAY MESA ROAD SAN YSIDRO, CA 92173	3	12-1-2018	$1,985.67
SUNSET ELEMENTARY SCHOOL 3825 SUNSET LN SAN YSIDRO, CA 92173	2	12-1-2018	$1,713.81
VISTA DEL MAR SCHOOL 4885 DEL SOL BLVD SAN DIEGO, CA 92154	2	12-1-2018	$1,713.81
WILLOW ELEMENTARY 226 WILLOW RD. SAN YSIDRO, CA 92173	4	12-1-2018	$3,817.65
SMYTHE ELEMENTARY 1880 SMYTHE AVE SAN YSIDRO, CA 92173	1	12-1-2018	$661.89
LA MIRANDA ELEMENTARY 222 AVENIDA DE LA MADRID SAN YSIDRO, CA 92173	1	12-1-2018	$661.89
			~~$11,216.61 / QTR~~
		*(*5% special discount)* =	**$10,655.78 / QTR**

Invoice from 12-1-2018 thru 2-28-2019: ***$10,655.78***
Invoice from 3-1-2019 thru 5-31-2019: ***$10,655.78***
Invoice from 6-1-2019 thru 8-31-2019: ***$10,655.78***
Invoice from 9-1-2019 thru 11-30-2019: ***$10,655.78***

FIRST *FISCAL YEAR TOTAL* (12/1/2018 – 11/30/2019): ***$42,623.12***

TO: San Ysidro School District
4350 Otay Mesa Rd
San Diego, CA 92173

March 19, 2019

RE: State of California Preliminary Order - KONE Ref # 41128726/2184

BUILDING & LOCATION: Sunset Elementary
3825 Sunset Lane
San Ysidro, CA

KONE PROPOSES:

State # 119995, Passenger Elevator

Item 1: The normal terminal stopping devices shall be tested to determine conformance with the applicable requirements.

Item 2: The operation of the elevator under fire and other emergency conditions shall be tested to determine conformance with the applicable requirements . **Note: you will need to make arrangements for us to meet with your smoke alarm company to perform this test.**

Item 3: The closing forces of the power operated hoistway doors shall be tested to determine conformance with the applicable requirements.

Item 4: The relief valve setting shall be tested to determine conformance with the applicable requirements. It shall be sealed if the relief valve setting is altered or if the seal is broken.

Item 5: The emergency terminal speed limiting and emergency terminal stopping devices shall be tested to determine conformance with the applicable requirements.

Item 6: The cylinder shall be tested to determine conformance with the applicable requirements test shall be performed after the relief valve setting system pressure test is successfully completed.

Item 7: The pressure switch and its related circuits shall be tested to determine conformance with the applicable requirements.

This Proposal is subject to the following terms and conditions, all of which are hereby agreed to.

It is expressly understood and agreed that all prior agreements written or verbal regarding the subject matter herein are void and that the acceptance of this proposal shall constitute the contract for the material and work specified above. Any changes to this contract must be made in writing signed by both parties.

KONE Inc. price to perform the above mentioned work is $1100.00.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate:

PURCHASER: _____

Bill To: _____

Bill To Address: _____

Executed by: _____
(Signature)

Name, Title _____

For: _____

Date: _____

Branch: San Diego, CA 92131

Address: 9650 Businesspark Ave

Phone: (858) 578-5100

By _____
Stephen Brown,
Service Coordinator

APPROVED BY: _____

Name, Title _____

Date: _____

Form 435 Rev 01/2000

TO: San Ysidro Elementary School District
4350 Otay Mesa Rd
San Diego, CA 92173

March 19, 2019

RE: State of California Preliminary Order - KONE Ref # 41128726/2185

BUILDING & LOCATION: San Ysidro Elementary School District
4345 Otay Mesa Rd
San Diego, CA 92173

KONE PROPOSES:

State # 119121, Wheelchair Lift
Item 1: The wheelchair lift to be tested under full load conditions.

State # 119122, Wheelchair Lift
Item 1: The wheelchair lift to be tested under full load conditions.

State # 119123, Wheelchair Lift
Item 1: The wheelchair lift to be tested under full load conditions.

This Proposal is subject to the following terms and conditions, all of which are hereby agreed to.

It is expressly understood and agreed that all prior agreements written or verbal regarding the subject matter herein are void and that the acceptance of this proposal shall constitute the contract for the material and work specified above. Any changes to this contract must be made in writing signed by both parties.

KONE Inc. shall perform the repairs for $3300.00

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate:

PURCHASER:	_____	Branch	San Diego, CA 92131
Bill To:	_____	Address	9850 Businesspark Ave
Bill To Address:		Phone	(858) 578-5100
	_____	By	_____
Executed by. (Signature)	_____		Stephen Brown, Service Coordinator
Name, Title	_____	APPROVED BY:	
For		Name, Title	
	_____		_____
Date	_____	Date:	_____

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Administration
Francisco Mata, Coordinator of Public Relations & Community Services

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: MEMBERSHIP TO THE CALIFORNIA SCHOOL PUBLIC RELATIONS ASSOCIATION

BACKGROUND INFORMATION:
The California School Public Relations Association (CalSPRA) is a network of professionals dedicated to excellent school communication. Its primary purpose is to advance the practice of school communications by providing professional development, resources, support, and networking opportunities for all its members. CalSPRA is an incomparable resource for information sharing and State-wide collaboration.

RECOMMENDATION:
Approve the membership of Mr. Francisco Mata, Coordinator of Public Relations and Community Services, to the California School Public Relations Association (CalSPRA) at a cost not to exceed $150.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2018-2019 Budget? ☒ Yes ☐ No

Requisition #:

$150.00	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:

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

Invoice #00065

Balance due: $150.00

Thank you for your CalSPRA membership!

If paying by check, please make check out to: California School Public Relations Association

and mail to:
CalSPRA Treasurer c/o Matthew Jennings
Oceanside Unified School District
2111 Mission Avenue
Oceanside, CA 92058

Pay online or pay offline

Invoice details

Balance due	**$150.00**
Amount	$150.00
Invoice #	00065
Date	October 09, 2018
Origin	Member application Individual

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Page 2 of 3

Invoiced to Francisco Mata, San Ysidro School District
francisco.mata@sysdschools.org

Item	Amount
Membership application. Level: Individual	$150.00
Invoice total	$150.00

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Page 3 of 3

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: SERVICES CONTRACT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE REIMBURSEMENT OF THE COURAGEOUS PRINCIPALS INSTITUTE FEES

BACKGROUND INFORMATION:
The approval of this agreement will secure the reimbursement of the registration fees to the Courageous Principals Institute from the San Diego County Superintendent of Schools.

The Courageous Principals Institute will take place at Deloitte University in Dallas, Texas on April 12-14, 2019. This institute will provide professional learning focused on effective leadership. Leaders will develop their knowledge and skills to support effective communication, leading change and fostering a healthy culture. In addition, participants will be provided with tools to build capacity with their leaders in the District.

A total of 4 principals and the Executive Director in Educational Services will be participating in this event.

RECOMMENDATION:
Approve the service agreement with the San Diego County Superintendent of Schools for reimbursement of registration fees in an amount up to $2,875.00 for principals attending the Courageous Principals Institute in Dallas, Texas.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.15: Provide professional development opportunities for site and district administrators to support teaching and learning and to strengthen educational practices (i.e. Admin Power Clinics, etc.).

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☐ Yes ☐ No ☒ N/A	

Reimbursement Amount: $2,875.00 (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

Services Contract

SDCOE Agreement No. _____

This Agreement, for services is entered into this 18 day of March , 2019, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "County") and San Ysidro School District (hereinafter referred to as "Consultant") who agrees to provide the following services to the County:

1. Scope of Services.
Consultant shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

2. Compensation and Reimbursement.
County shall compensate and reimburse Consultant as provided in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

3. Term of Agreement.
The term of this Agreement shall be as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

4. Termination.
This Agreement may be terminated with or without cause by County. Termination without cause shall be effective only upon 60-day written notice to Consultant. During said 60-day period Consultant shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by County for cause in the event of a material breach of this Agreement, misrepresentation by Consultant in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by County. Termination for cause shall be effected by delivery of written notice of termination to Consultant. Such termination shall be effective upon delivery of said notice.

5. Confidential Relationship.
County may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the County. Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Consultant shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of the County. In its performance hereunder, Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.
Consultant acknowledges that the San Diego County Superintendent of Schools is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The San Diego County Superintendent of Schools acknowledges that Consultant may submit information

that Consultant considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Consultant acknowledges that the San Diego County Superintendent of Schools may submit to Consultant information that the San Diego County Superintendent of Schools considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.
All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement shall be the property of County and shall be delivered to County by Consultant upon demand.

8. No Assignments.
Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which County, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

9. Audit.
Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the County 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.

10. 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, Consultant is acting as an independent contractor and not as an officer, agent, or employee of the County.

11. Licenses, Permits, Etc.
Consultant represents and declares to County that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Consultant to practice its profession.

12. Consultant's Insurance.
Consultant shall provide insurance as set forth in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

13. Tuberculosis Clearance.
Consultant shall certify in writing that Consultant's employees, volunteers and subcontractors receive clearance for TB.

14. Pupil Safety/School Safety Act.
Contractor shall comply with all provisions of Education Code section 45125.1 et.sec.as applicable to the determination below. The COUNTY has completed the "Pupil Safety Provisions" below certifying the level of contact that CONTRACTOR is expected to have with COUNTY'S pupils.

[_____ The COUNTY has determined that greater then limited contact with pupils may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____The COUNTY has determined that limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a COUNTY employee will provide supervision at all times when the CONTRACTOR has contact with pupils.

___X__ The COUNTY has determined that there will be no contact with pupils under the terms of this contract.

The above determination is made by _____Erin Richsion_____

Signature _____ Date _____]
(County Program Manager/Director)

15. Indemnification.
The Consultant agrees to hold harmless, defend, and to indemnify the 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, the Consultant's performance or lack thereof under this Agreement.

16. Tobacco-Free Facility.
The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

17. Notices.
Notices shall be given as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

18. Governing Law/Venue.
In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

19. Compliance with Law.
The Consultant 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, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

20. Counterparts.
This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

21. Debarment, Suspension or Ineligibility Clause.
By signing this Contract, the Consultant certifies that the Consultant, and any of its principles and/or subcontractors:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
ii. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Consultant certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

22. Final Approval.
This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

23. Employment with Public Agency and Retirees.
Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

24. Entire Agreement.
This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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 DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**CONSULTANT**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson Name (Type or Print)	Manuela Colom Name (Type or Print)
Assistant Superintendent, Business Services Title	Executive Director, Curriculum and Instruction Title
Date	Date

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"SPECIAL PROVISIONS"
EXHIBIT "A"

A. Scope of Services.
Consultant agrees to perform consulting services as required by County. Consultant shall provide the necessary qualified personnel to perform the services as detailed below.

Executive Director Manuela Colom, Manuel Bojorquez, Efrian Burciaga, Russell Little and Maria Rodriguez to travel and attend the Courageous Principals Institute at Deloitte University on April 12-14, 2019. The Courageous Principals Institute will provide professional learning focused on effective leadership. Leaders will develop their knowledge and skills to support effective communication, leading change and fostering a healthy culture. In additional, participants will be provided with tools to build capacity with their leaders in the district.

B. Compensation and Reimbursement.

Upon completion of training, a reimbursement of $2,875 (two thousand eight hundred and seventy-five) will be made to Contractor within 30 days of receipt and approval of invoice. Invoice to be sent to:

Zeret Lara, Administrative Assistant
District and School Improvement | Learning and Leadership
San Diego County Office of Education
6401 Linda Vista, 321 North | San Diego, CA 92111
858.569.5454 (office) | zlara@sdcoe.net

Invoices must include the County assigned agreement number stipulated on the first page of this Agreement.

C. Term of Agreement.
This Agreement shall be effective from the period commencing upon April 1, 2019_, and ending April 30, 2019 unless sooner terminated by County as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Consultant shall return to County any and all equipment, documents or materials and all copies made thereof which Consultant received from County or produced for County for the purposes of this Agreement.

D. Project Contacts.
The parties' representative contacts for the management of this project are:

SDCOE: Erin Richison, Ed.D.
Senior Director, Learning and Leadership Services
6401 Linda Vista Rd
San Diego, CA 92111
(858) 292-3803
erin.richison@sdcoe.net

Consultant: Manuela Colom
Executive Director, Curriculum and Instruction
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 x3027
Manuela.colom@sysdschools.org

E. Legal Notices.
All notices hereunder shall be in writing and sent to the following address:

To SDCOE: [Michael Simonson, Assistant Superintendent, Business Services
6401 Linda Vista Rd
San Diego, CA 92111]

To Consultant: [Manuela Colom,
Executive Director, Curriculum and Instruction
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 x3027
Manuela.colom@sysdschools.org]

F. Consultant's Insurance.
The Consultant shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	$100,000/$300,000 Amount

The Consultant shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

G. Workers' Compensation.
The Consultant 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 Consultant shall sign and file on company letterhead stationery with the County 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."

H. Data Privacy and Protection
All County content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the San Diego County Superintendent of Schools (County).

All content/data created by the County or by its students or personnel using the service provided will cease to be retained by the Consultant at the conclusion of this contract and will, in fact, be removed from the Consultant's records.

The Consultant will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this contract. Any other use of the County's student and personnel information will not be undertaken without the express, written consent of the County.

The Consultant uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data is stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Consultant will notify the County within 24 hours of the Consultant discovering an unauthorized access or disclosure of County data.
The Consultant and the County will work together to ensure compliance with FERPA regulations as applicable.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SCHOOL INNOVATIONS & ADVOCACY, INC. FOR SCHOOL ACCOUNTABILITY REPORT CARD SERVICES

BACKGROUND INFORMATION:
Pursuant to California Education Code Section 35160, districts are authorized to retain services for the preparation of School Accountability Report Cards (SARC). In order to be compliant with Education Code Section 35160, the District will retain the services of School Innovations & Advocacy, Inc. to assist with the preparation of the 2019-2020 School Accountability Report Cards (SARC).

RECOMMENDATION:
Approve the agreement with School Innovations & Advocacy, Inc. for the preparation of the School Accountability Report Cards (SARC) at a cost of $8,100.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 3: Parent Engagement, Action 3.4: Improve home-school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$8,100.00 (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:

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

School Innovations & Achievement

SCHOOL ACCOUNTABILITY REPORT CARD SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And the
SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

THIS AGREEMENT, dated _____, 2019 (the "Agreement") is made by and between San Ysidro Elementary School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain services for the preparation of school accountability report cards ("SARC") pursuant to the California Education Code Section 35160; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing the above described service and SI&A is qualified to perform such service;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Term**. This Agreement begins July 1, 2019 (the "Effective Date") and will automatically expire on June 30, 2020 (the "Expiration Date").

2. **Services**.

   Description of Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Term:

   2.1 Compile the 2018/19 SARC (in English) for each school site as indicated in Exhibit C – Price Quote for Services ("School Sites") during the Initial Term. Compile the next three (3) successive FY SARC in the Successive Term(s) for the entire length of the Agreement Term. This compilation of SARC includes, but is not limited to, the following: (a) an assessment of the school's conditions pursuant to Proposition 98, (b) California Education Code Sections 17002, 17014, 17032.5, 17070.75, 17089, 32286, 52056, 60119, 33126, 35256, 35256.1, 35258, 41409 and 41409.3, (c) California Department of Education changes to the SARC per *Eliezer Williams, et al., vs. State of California, et al.,* and (d) Title I, Section 1111(b)(2)(H). Upon District's request, SI&A may translate the SARC into a different language for an additional fee, as indicated in Exhibit C – Price Quote for Services;

   2.2 In each SARC, disclose the salary and budget information for districts that operate more than one (1) School Site, pursuant to the California Education Code Section 41409.3;

   2.3 Provide District with one (1) hard copy of the SARC for each School Site and an Adobe Acrobat Reader PDF file. Additional copies are outside the Initial Scope of Services (as defined in

Exhibit A – Standard Terms and Conditions, Section 1), however, upon District's request, more copies will be provided for an additional fee, which shall be billed separately;

2.4 Serve as District's liaison with the California Department of Education and other government entities regarding (a) information requests, (b) clarifications, or (c) compliance reviews that may occur;

2.5 Maintain appropriate record keeping practices per State regulations;

2.6 Prior to finalizing the SARC, SI&A shall verify the propriety and accuracy of the information contained therein with District. District shall be entitled to a maximum of three (3) reviews and three (3) revisions of the draft version of the SARC prior to publishing within the Initial Scope of Services and Fees (as defined in Exhibit A – Standard Terms and Conditions). Revisions within the Initial Scope of Services include, but are not limited to, changes to State or district data. If District's proposed changes exceed either the Initial Scope of Services or the three (3) revisions maximum, the Parties shall execute an amendment to the Agreement and additional fees shall apply. In such event, SI&A shall provide District with an Agreement amendment describing the additional amounts of time and fees of the proposed revisions for District's review, approval and signature. SI&A will not perform additional services until such amendment is executed. Requests for additional revisions submitted after the Production Schedule (as defined in Exhibit B – SARC Format Checklist) may cause a delay of the final SARC delivery and result in additional fees under this Agreement; and

2.7 Complete delivery of the final SARC per the agreed upon Production Schedule (as defined in Exhibit B – SARC Format Checklist).

3. **Payment of Fees**.

3.1 Fees. For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A **$8,100** as indicated in Exhibit C – Price Quote for Services.

3.2 Payment Plan. The Fee is payable as follows:

	Due 07/01/18
Standard Fee	$8,100

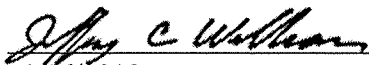
4. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services attached hereto as Exhibit C, is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

5. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

6. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format

(pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:		**DISTRICT:**	
SCHOOL INNOVATIONS & ACHIEVEMENT		**SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**	
Signature:		Signature:	
Date Signed:	1/16/2019	Date Signed:	
Print Name:	Jeffrey C. Williams	Print Name:	
Title:	Chief Executive Officer	Title:	
Company:	School Innovations & Achievement	Address:	
Address:	5200 Golden Foothill Parkway		
	El Dorado Hills, CA 95762	Phone:	
Phone:	(800) 487-9234	Fax:	
Fax:	(888) 487-6441	Email	

14C.13
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EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor**. SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Term, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.

1. **Payment**. For purposes of the Agreement, the price of products and services set forth on the Products and Services Addendum and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.

2. **Termination**. Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than sixty (60) days prior to expiration of the current Term (Initial or Successive) within the Agreement Term. The effective date of termination shall be the expiration of such current Term of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 3.

3. **Notice**. All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.

4. **District's General Responsibilities; District Acknowledgment**. During the Agreement Term, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines,; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.

5. **Further Assistances**. Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

6. **Assignment Prohibited**. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.

7. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code**. SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.

8. **Confidential and Proprietary Materials of SI&A**. During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Term, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.

9. **Limitation of Liability; Indemnification**. In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this Section 10, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this Section 10 shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.

10. **Governing Law; Enforcement Costs**. The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.

11. **Judicial Reference**. In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

12. **Modification; Interpretation; Severability; Construction**. No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.

13. **Waiver**. Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

14. **Force Majeure**. A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B

School Innovations & Achievement

Please complete the following to enable SI&A to best manage District's expectations and SARC layout preferences.

1. **Page Layout:**
   _____ Single-Sided
   _____ Double-Sided

2. **Colors:**
   _____ Anthem (red, white, and blue)
   _____ Nantucket (shades of blue)
   _____ Coastal (blues and greens)
   _____ Greenhouse (greens and yellow)
   _____ Tide Pool (shades of teal)
   _____ Other - please list 2-3 colors here:_____

3. **Photos:**
   _____ Stock SI&A Photos
   _____ District Supplied Photos*

   ** SI&A may work with several of the District's school photos, supplied in digital format (such as a .jpeg or .gif file). The photos will run in color. If the pictures are of students, there must be a parental consent on file to use the photos in the SARC.*

4. **District's SARC Contact:**
   Name: _____
   Telephone: _____
   E-mail: _____
   Physical Address: _____
   (address where your SARC package will be mailed)

5. **Production Schedule and Deadlines:**

   a. Following SI&A's receipt of the signed Agreement, SI&A's SARC Department shall contact District to discuss and finalize the Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the SARC.

   b. Critical phases of the Production Schedule include the following:
      i. Questionnaires to be completed by District and submitted to SI&A;
      ii. SI&A's initial SARC draft sent for District's review;
      iii. District's requested revisions of SARC provided to SI&A; and
      iv. SARC is published and shipped.

6. **Translation Services:** If District has contracted for any translation services, these services require additional time to complete after all English SARCs are completed.

If you have any questions, please call Sybil Pearson at (800) 487-9234.
The SARC Production Team looks forward to working with you!

EXHIBIT C

PRICE QUOTE FOR SERVICES

FEES

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	7	615	$4,305
Spanish Translation	7	545	$3,815
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			**$8,100***
***Annual fee rounded to nearest $100**			

SCHOOL SITES

La Mirada Elementary
Ocean View Hills
San Ysidro Middle
Smythe Elementary
Sunset Elementary
Vista Del Mar Middle
Willow Elementary

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Sunset Elementary School
Efrain Burciaga, Principal

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MANO A MANO FOUNDATION

BACKGROUND INFORMATION:
The Mano a Mano Foundation was established to provide cultural sensitive, educational and supportive services to Latino families in the North County San Diego community. It is a 501(c)3, non-profit organization that provides skill building support groups that help parents and their children to encourage and nurture family success. Mano a Mano also promotes student and family involvement in school; drug and alcohol, and abuse awareness and education, gang prevention; parenting skill training and parent support groups.

Dr. Beatriz Villarreal will provide parent education workshops to provide actual and up-to-date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parent how to participate in active, constructive and positive manner in their children's education. Parents will receive information on how to prevent at-risk behaviors and the strategies that will help them educate a health, well-mannered, independent, responsible and sensitive youth.

The parent education workshops 7 weeks will be offered at Sunset Elementary School every Wednesday starting April 24, 2019 – June 5, 2019.

RECOMMENDATION:
Approve the agreement with the Mano A Mano Foundation for parent education workshops at Sunset Elementary School during the months of April through June, 2019 at a cost of $4,000.00 from Title I funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 3: Parent Engagement- Parent participation in the educational process will increase annually. Action Step 3.8: Provide parenting support through parenting classes and community resources that target students with socio-emotional challenges and behavioral needs.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$4,000.00	Title I Funds	0100-3010000-1110-1000-5200003-018
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

24SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between Mano a Mano Foundation (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

To provide Parent Education workshops services at Sunset School. An 8 week Spanish speaking program for Latino parents to provide actual, up-to date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parents how to participate in an active, constructive and positive manner in their children education. Workshops give parents the information of how to *prevent* at-risks behaviors and the strategies that will help them educate a healthy, well mannered, independent, responsible and sensitive youth.

2. Scope of Services:

The Speaker shall perform the services described below for the compensation stated in Section 3:

> Keynote speaker/presenter for parent educational meetings to be held Sunset School during the months of April 24, 2019 through June 5, 2019 for 8 weeks as scheduled with the school site administrator. Please refer to attached for additional program series information.

3. Compensation:

DISTRICT will pay SPEAKER a not to exceed amount of $4,000.00. The District is not responsible for any other expenses.

Payment will be made upon submittal of invoice to the Business Services Department for processing of payment.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of service stated in Section 2, above.

6. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

MANO A MANO
GUEST SPEAKER – DR. BEATRIZ VILLARREAL, DIRECTOR

Signature: _____ Date: _____

Address: _____

_____

Telephone: (760) 492-8897 E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476

Board approved: _____

SYSD CONTACT PERSONS:

Efrain Burciaga
Principal, Sunset School
(619) 428-4476 ext. 3697
Efrain.burciaga@sysdschools.org

ation Series

"Parents Learning to be Better Parents"

Beatriz Villarreal, Ed.D.
Mano a Mano Foundation

Providing Support & Education to the Latino Community

Eight week program for Spanish speaking Latino parents that will provide actual, up-to date information to help and guide their youth succeed in school and in their lives.

The program series cost $4000 dollars.

Includes:

- Professional services
- Graduation ceremony certificates
- Professional speakers

OVERALL OBJECTIVES

- To inform parents how to participate in an active, constructive and positive manner in their children education.
- To give parents the information of how to *prevent* at-risks behaviors and the strategies that will help them educate a healthy, well mannered, independent, responsible and sensitive youth.

Description of the Program:

"Parents learning to be better parents" is a skills-building program that helps face the difficult task of raising loving and responsible youngsters. The program is culturally sensitive and specifically focuses on the challenges facing parents today, like drugs, gangs, communication, self-esteem, violence, and discipline.

This program stresses the importance of loving communication within families.
Parents are encouraged to develop clear and consistent family rules and hold their children accountable for their behaviors. They are reminded of the immense influence they have with their children. They are the most important role models.
Finally, we will stress the importance the healthy values and positive attitudes that contribute to their children's successes.

"Parents learning to be better parents" will be offered in eight weekly sessions of two hours. Dr. Villarreal is very well informed of support services around our North Coastal community. She will provide a list of community based agencies to the parents if they need any further services/assistance.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE URBAN YOUTH COLLABORATIVE

BACKGROUND INFORMATION:
Urban Youth Collaborative (UYC) is a coalition of partners that support student-led clubs and motivational assemblies at over 100 middle and high school campuses in San Diego County. In this program, students look for practical ways to make a difference in their local communities.

The scope of services includes assemblies/presentations at all school sites on overcoming obstacles to help students achieve their dreams. Guest speakers include people who have overcome life challenges, such as homelessness.

- Middle School: • Avoiding violent relationships, • healthy choices and • trafficking
- Other resources offered (optional): • Family support • school beautification day and • student-led campus clubs

The term of these services is from April 15 – June 30, 2019 and there is no direct cost to the District, as stated in the professional services agreement.

RECOMMENDATION:
Approve the agreement with the Urban Youth Collaborative to serve as a program to empower student leaders district-wide at no cost to the District.

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 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	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:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of April 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Urban Youth Collaborative Company/Consultant	619-768-0278 Telephone Number
PO BOX 124708, San Diego, CA 92112 Address	www.uyc.org Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Term: From: April 15, 2019 To: June 30, 2019

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit. **District waives** _____
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. **District waives** _____
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives** _____
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $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. **District waives** _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation
Consultant hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Urban Youth Collaborative
Name:	Nate Landis
Title:	President
Address:	PO BOX 124708
City/State/Zip Code:	San Diego, CA 92112
Telephone:	619-768-0278
Email:	

DISTRICT:	San Ysidro School District	
Name:	Manuela Colom	Omar Calleros
Title:	Executive Director of Educational Services	Coordinator
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 ext 3086
Email:	Manuela.colom@sysdschools.org	Omar.calleros@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

CONSULTANT

Urban Youth Collaborative
Firm Name

Signature of Authorized Agent

Nate Landis, President
Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Urban Youth Collaborative will provide the following services at no cost to the San Ysidro School District:

- Assemblies, all school presentations overcoming obstacles that get in the way of kids' dreams. Guest speakers include people who have overcome life challenges, such as homelessness.
- Avoiding violent relationships, healthy choices, trafficking: "Who you hang out with" - Available at middle schools and can be modified for elementary schools.
- The following services are optional and available at the discretion of the District & School administration. Prior written approval from District and Principal required.
  - Family support such as: clothing opportunities, food aid, and holiday support (Case by case basis)
  - School Beautification Day (Release of Liability Waiver required for volunteers)
  - Student-led Campus Clubs
- No religious or faith-based information will be disseminated or promoted through the programs and services offered under this Agreement.

Approved by Authorized Representatives of:

Urban Youth Collaborative

_____

Nate Landis, President

Date: _____

San Ysidro School District

_____

Marilyn Adrianzen, Chief Business Official

Date: _____

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ASSETWORKS LLC

BACKGROUND INFORMATION:
AssetWorks LLC will conduct an onsite inspection to inventory and verify all fixed assets with an original cost of $500 and greater in all locations and existing facilities currently operated and maintained by the San Ysidro School District. The inventory will not include the audit of iPads or Chromebooks.. The resulting data will assist the District with asset accountability and control, the financial reporting requirements of GASB 34 and reporting for the California Education Code 35168.

In addition, the report will include buildings, land & improvements will be carried over based on information provided by the District. AssetWorks will verify and update the data provided.

RECOMMENDATION:
Approve the agreement with AssetWorks LLC for a capital asset and fixed asset inventory report to be in compliance with GASB 34 at a cost of $31,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$31,000.00	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:

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

PROFESSIONAL SERVICES AGREEMENT

1. SERVICES
This Agreement shall apply each time Customer engages AssetWorks LLC to provide services. All services provided will be described in a mutually agreed upon "**Statement of Work" ("SOW"),** the initial SOW substantially in the form of the SOW in the response to RFP attached hereto (hereinafter referred to as "**Services**")

2. TERMS
2.1 Requests for Service; Quotes and Orders. Customer shall sign and return this agreement for the initial order for Services. All subsequent orders for Services must specify AssetWorks' quotation (if any), and reference the Service(s) requested and invoice address. Customer may place orders in writing, by telephone or by facsimile transmission. Telephone orders must be confirmed in writing or by facsimile. All orders are subject to acceptance by AssetWorks.
2.2 Prices. The prices charged for Services purchased under this Agreement are set forth in the SOW. Additionally services will be AssetWorks' then current charges for such services in each AssetWorks region or as quoted by AssetWorks. If the Services are being performed on a time and materials basis, any estimates provided by AssetWorks are for planning purposes only.
2.3 Additional Fees; Taxes. Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on AssetWorks (other than taxes related to AssetWorks' income) in connection with the Services purchased under this Agreement will be paid by Customer and will appear as separate items on AssetWorks' invoices.
2.4 Invoicing and Payment. AssetWorks LLC will invoice the Customer for 70% of fees during the fieldwork portion of the project with the final contract amount invoiced with final reports. Customer's payment terms will be net forty-five (45) days from the date of invoice.
2.5 Term. This Agreement will begin on the effective date stated above and will continue until terminated in accordance with its terms. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to this Agreement.
2.6 Termination. Either party may terminate this Agreement or SOW by providing at least thirty (30) days prior written notice to the other. Termination of the Agreement will not terminate any outstanding SOWs currently being performed and the terms of this Agreement will survive such termination to the extent that such terms are incorporated into any outstanding SOWs. Upon ten (10) days notice with a right to cure before the termination date (i) either party may terminate an individual SOW if the other party commits a material breach of such an agreement, or (ii) Customer may terminate if the services provided by AssetWorks are not satisfactory to Customer. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

3. PROPRIETARY RIGHTS AssetWorks will retain exclusive ownership in all deliverables created by AssetWorks hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by AssetWorks under this Agreement. AssetWorks will also retain all intellectual property rights with respect to the tools and/or software that AssetWorks uses to deliver the Services. Subject to payment in full for the applicable Services, AssetWorks grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

4. EXPORT; REGULATORY REQUIREMENTS
Customer acknowledges that the Services sold under this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide AssetWorks with all of the information needed for AssetWorks to obtain export licenses from the United States government and to provide AssetWorks with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. AssetWorks may also require export certifications from Customer for Customer provided software. AssetWorks' acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United

States Government; AssetWorks is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

5. CUSTOMER RESPONSIBILITIES

If AssetWorks is provided Customer data, it is the Customer's responsibility to backup data on Customer's system. AssetWorks WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that AssetWorks' performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to AssetWorks any required licenses, approvals or consents necessary for AssetWorks' performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to AssetWorks that is not protected under a separate NDA is not confidential or proprietary to Customer.

6. LIMITED WARRANTY & LIMITATION OF LIABILITY

6.1 Limited Warranty. AssetWorks WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, AssetWorks MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION AssetWorks MAY MAKE; AND,ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION AssetWorks MAY PROVIDE.

6.2 Limitation of Liability. NEITHER CUSTOMER, AssetWorks NOR AssetWorks' SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY AssetWorks EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AssetWorks SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO AssetWorks' NEGLIGENCE OR WILLFUL MISCONDUCT, AssetWorks' TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

7. INDEMNIFICATION

AssetWorks shall defend, indemnify and hold harmless Customer from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of AssetWorks, its employees or agents. AssetWorks shall not be responsible for any damages or liability resulting, in whole or in part, from the negligence or willful misconduct of Customer its employees, consultants or agents.

8. MISCELLANEOUS ITEMS

8.1 Assignment; Subcontracting. Unless otherwise provided in the SOW, Customer may not assign this Agreement without the prior written consent of AssetWorks. AssetWorks has the right to hire subcontractors to perform the Services provided that AssetWorks shall remain responsible for the performance of Services under this Agreement, or to assign Services to its affiliates.

8.2 Entire Agreement; Severability. This Agreement (with attachments) is the entire agreement between AssetWorks and Customer with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between AssetWorks and Customer. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

8.3 Independent Contractor. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

8.4 FORCE MAJEURE Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for

the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

8.5 DISPUTE RESOLUTION The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.

8.6 Notices. To give notice under this Agreement, the notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.

8.7 Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.8 Governing Law, Jurisdiction and Language. The laws of the State of Delaware will govern this Agreement.

8.9 Limitation Period. Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

8.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Notices Addresses:

AssetWorks LLC,

998 Old Eagle School Road, Suite 1215

Wayne, PA 19087

Customer:

San Ysidro School District

4350 Otay Mesa Road

San Ysidro, CA 92173

Accepted by Customer:

Signature

Marilyn Adrianzen

Name

Chief Business Official

Title

/

Date Board Approved

Accepted by AssetWorks LLC:

Signature

SHAUN M. CALLAHAN

Name

VICE PRESIDENT

Title

3/29/19

Date

STATEMENT OF QUALIFICATIONS

AssetWORKS AssetWorks offers asset management solutions that embrace all aspects of capital asset and fixed asset inventory and verification tracking, valuation and reporting. Our innovative solutions help organizations to vastly improve GASB34/35 compliance, generate detailed financial reports, carry out depreciation and capitalization modeling, track property disposal, generate property insurance reports, and much more.

Specializing in providing fixed asset management services, asset inventory and verification, and valuation a partnership with AssetWorks offers:

- Two decades providing Enterprise Asset Management software solutions (EAM) with extensive experience serving the California K-12 market. We are proud members of the California Association of School Business Officials (CASBO) and the National Property Management Association (NPMA).
- With offices nationwide we offer our clients the resources of a national firm with the knowledge of a small, local company.
- AssetWorks is the technology pioneer in asset management solutions. We offer an enterprise asset solution to support our client's asset management needs.
- We have successfully provided asset management tracking, verification and consulting services for more than 5,000 entities across the United States, Europe, and Puerto Rico including ***over 1,000 educational clients.***

AssetWorks is a Constellation Software, Inc. company. Constellation Software, Inc. is an international provider of market-leading software and services to a variety of industries, across both public and private sectors. The company was founded in 1995 and has a large, diverse customer base of 16,000 customers, operating in over 30 countries around the world. Constellation is an extremely healthy organization, with consolidated revenues exceeding US$3.0 billion.

WORK PLAN

Our staff will conduct an onsite inspection to inventory and verify all fixed assets with an original cost of $500 and greater. The resulting data will assists the District with asset accountability and control, the financial reporting requirements of GASB 34 and reporting for California Education Code 35168.

Planning & Project Coordination

After a thorough analysis of the required project scope, a work plan will be developed to coordinate, perform, and provide a comprehensive and accurate physical inventory and verification. The work plan will include:

- Inventory and verification schedule
- Identify current locations and organizations for asset ownership
- Review of current asset data
- Finalize quality control procedures
- Review deliverables

District Assistance

The success of this project substantially lies in the preparations and pre-project planning. We ask the District for assistance with the following:

- Provide the most recent fixed asset data in MS Excel format
- Notify key departments and contacts at each site of the project
- Enable access to all sites, buildings and rooms (master keys where possible)
- Provide a list of musical instruments and licensed vehicles to be included in the reports
- Items to be inventoried must be accessible, without the need to move or unpack items.
- Computer carts must be unlocked to be included in the inventory

Implementation Plan and Timing

AssetWorks implementation will include project planning, schedule development, on-site inventory and verification, office reconciliation and report generation as outlined below:

Asset Inventory & Verification Work Plan	Schedule
Task 1-Project Planning	
➢ Establish project/client team	Week 1
➢ Establish communication plan	Week 1
➢ Review fixed asset system (data export in MS Excel format)	Week 1
➢ Import District provided data to AssetWorks system	Week 1
➢ Confirm Deliverables	Week 1
➢ Project team orientation	Week 1
➢ Develop inventory schedule	Week 1
Task 2-Asset Inventory & Verification	
➢ Perform site inventory	Weeks 2-4
➢ Verify current assets by tag found on asset	Weeks 2-4
➢ Inventory and record asset additions	Weeks 2-4
➢ Record asset location data elements (site/building/room)	Weeks 2-4
➢ Record pertinent asset data (unrecorded additions/missing tags)	Weeks 2-4
➢ Record existing tag or apply barcode tag	Weeks 2-4
➢ Include licensed vehicles based on District provided information	Weeks 2-4
➢ Develop original cost (when not recorded though data match)	Week 5-7
➢ Verify/Update land, buildings & improvements (optional)	Week 5-7
➢ Assign normal life (unrecorded additions)	Week 5-7
Task 4-Deliverables	
➢ Exception reports (retirements, additions, verified)	Week 8-9
➢ Review preliminary reports (District)	Week 10-11
➢ District determine status of exception reports	Week 10-11
➢ Prepare final report	Week 12
➢ Master data file (MS Excel)	Week 12

COSTING & VALUATION METHODOLOGY

The offsite valuation portion of the project entails the research and calculations necessary to formulate historic costs. The project manager and quality control supervisor work hand-in-hand to ensure the integrity of the data. The focus is on completeness, accuracy and proper formatting of all data prior to final processing and delivery.

Our investigation of the property will follow generally accepted appraisal techniques and will include the use of specific techniques necessary to develop valid and acceptable original cost and date of acquisition for each asset. This includes use of the straight-line method of depreciation. We will determine original cost by using the following costing methods:

Direct Costing method will be used where historical data is readily available from District records. The actual purchase cost and acquisition date will be maintained for those assets. While AssetWorks is not proposing a detailed line-by-line reconciliation, our staff will work with records as provided by the District to tie back original cost and dates of acquisition on recent acquisitions.

Standard Costing is used when inventoried property units/groups not reconciled to a historical record receive an estimated cost, where possible, based upon a standard cost (a known average installed cost for a like unit) at the estimated acquisition date.

Normal Costing method will be used where no historical information is readily available. These assets will be valued on a current basis and back-trended to an estimated date of acquisition to estimate the original cost. During the costing and valuation procedures, all items will be assigned a useful life. The useful life of an item will determine its approximate replacement year.

During the course of the valuation research, our appraisers will examine all assets to determine original cost, defined as follows:

ORIGINAL COST is the amount originally paid to acquire the asset, including such cost as set-up charges; transportation; taxes; engineering and architectural fees; and title insurance. If an asset was donated or bought for a nominal sum, GAAP requires that the asset be accounted for at market value as of the date of acquisition.

Asset Inventory Verification-Machinery, Furniture & Equipment

A detailed inspection and field inventory will be conducted at all locations, identifying each machinery and equipment asset with an original cost of $500 or greater by location, building and room. The on-site asset inventory and verification will:

- Verify asset existence based on scanned inventory
- Confirm asset location to the site/building/room level
- Identify unrecorded asset additions and retirements
- Verify asset status and condition

All assets included in our inventory will be recorded and categorized by major account. This segregation of items will assist in reporting asset valuation totals for capital asset reporting formats. Our staff will utilize hand held computers equipped with laser scanners to verify the asset data and record any missing information including the following data:

a. Asset Identification Number
b. Description
c. Quantity
d. Acquisition Date (actual or estimated)
e. Manufacturer
f. Model
g. Serial Number (as available)
h. Asset Account
i. Site
j. Building
k. Room
l. Original Cost (actual or estimated)
m. Funding Source*
n. Normal Life
o. Old tag number
p. New tag number

**Fund source will be included if identified on the asset during the inventory process or through a data match by tag number to district provided information. AssetWorks is not proposing to research purchase orders or District files to identify fund source for each asset.*

Barcode Tagging- AssetWorks staff will record the existing tag number or apply a bar code tag where no tag exists and enter the tag numbers along with all the corresponding asset information into the database. Our base fee includes the cost of all tags necessary for the inventory.

Buildings, Land & Improvements will be carried over based on information provided by the District. AssetWorks will verify and update the data provided.

Excluded - Buildings, land, land improvements (optional service), and equipment assets with a unit cost less than $500 including Ipads and Chromebooks are not included in our proposed service.

PROJECT DELIVERABLES

Reports will be presented in an easy-to-read format and include asset exception reports, draft reports, final detail summary reports as well as a master data file. A narrative section that will certify our inventory and valuation and document our procedures will precede your reports. Reports will include:

Data Match Process (as available with records from District)

Throughout the inventory process, the inventory data is analyzed for discrepancies and inventory exceptions. Upon completion of the onsite fieldwork and offsite review, a data match comparing the District provided fixed asset data to the database of information recorded during the onsite fieldwork will occur resulting in the following reports:

- Inventoried Assets (assets verified)
- Unrecorded Additions (assets tagged and added during the inventory process)
- Unrecorded Retirements (assets in the District system which were not found during the inventory)

**Asset data match results will vary based on the District's fixed asset record accuracy, detail within the current fixed asset listing and accuracy of recording asset disposals/retirements. AssetWorks is not proposing a reconciliation service, determination of the asset status in the exception reports is the responsibility of the District. We are not proposing to be on-site to assist with the determination of the exception reporting.*

Final Reports

One copy of the final report will be provided in hardcopy format.

Final reports will include:

Accounting Reports

Property Accounting Summary
Property Accounting Ledger/Detail
Property Accounting Summary Year-To-Date Depreciation
Master asset listing by location

Electronic Reports

MASTER DATA FILE

PROJECT FEES

AssetWorks fees are in US Dollars and include out-of-pocket expenses. Please initial the options selected and return an execute copy of this agreement.

		Authorization
Fixed Asset Inventory and Verification	**$28,500**	_____

- Inventory of fixed assets *($500 original cost and greater)*
- Record pertinent asset data
- Barcode Tagging of all assets inventoried
- Final Reports *(accounting/exceptions)*

Optional Service:		Authorization
Land, Improvements, Buildings (carry over/update)	**$2,500**	_____

AssetWorks will invoice the District 70% of fees at completion of the fieldwork portion of the project with the final contract amount invoiced with our draft reports. Invoices are due within 30 days of receipt. We look forward to working with you on this important project and developing a professional partnership with the District.

ADDENDUM A-TERMS AND CONDITIONS

The following terms and conditions apply to the proposal ("Proposal") submitted by AssetWorks LLC ("AssetWorks" or "Company") and any resulting contract ("Final Contract") between AssetWorks and the legal entity to which the Proposal is submitted ("Customer") with respect to AssetWorks' services ("Services").

1. Proposal Terms

1.1 In the event of a conflict between the terms of the request for proposal ("RFP") presented by Customer and the Proposal, the Proposal shall govern and take precedence over the RFP.

1.2 In the event any portions of the Proposal will be incorporated into the Final Contract, only the portions of the Proposal which are deemed a contractual commitment will be included in the Final Contract as a direct provision thereof and not the entirety of the Proposal.

1.3 By accepting the Proposal, Customer agrees to these terms and conditions.

1.4 The fees set forth in the Proposal are valid for a period of 90 days.

2. Standard Service Terms

2.1 AssetWorks shall provide guidance to Customer in determining the data required by AssetWorks for purposes of performing the Services. Customer agrees to provide AssetWorks with all data specifically requested, including documentation and information, (collectively, "Data") in a timely manner. In its performance of the Services, AssetWorks will rely on the Data provided by Customer. AssetWorks shall assume, without incurring liability therefore, that all Data provided by Customer is correct and complete. In the event that Customer provides additional and/or corrected Data at a later date, AssetWorks' efforts with respect to such additional and/or corrected Data shall be deemed additional Services and subject to additional fees.

2.2 Customer agrees to cooperate with AssetWorks in providing access to Customer's property and assets as required for AssetWorks to perform the Services. Failure to provide such access will cause delay and be subject to additional fees.

2.3 Project completion will be upon delivery of the final reports. Final report delivery occurs upon the earlier of: (i) acceptance of the preliminary reports by Customer or (ii) 10 business days after the date of preliminary report delivery, at which time the preliminary reports are then deemed the final reports.

2.4 In the performance of the Services, AssetWorks will specifically exclude the following assets types from its analysis: intangible assets, easements, rights of way, records, drawings, software, fine arts, consumables, spare parts, and third party property.

3. General Terms

3.1 AssetWorks will invoice 70% of the fees upon completion of the fieldwork portion of the project and the remaining 30% of fees upon delivery of the preliminary reports. Payments are due within 30 days of invoice date. Past due amounts may be subject to late fees of 1.5% per month.

3.2 Customer and AssetWorks shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing intellectual property and any derivatives thereof, and no license therein, whether express or implied, will be granted by the RFP or the Proposal. To the extent the parties wish to grant to the other license rights or interests in pre-existing intellectual property, mutually acceptable license terms shall be set forth in the Final Contract or other written agreement executed by the parties.

3.3 AssetWorks' aggregate liability under the Final Contract, whether in contract, tort, or otherwise, shall not exceed the amounts paid under the Final Contract during the 12-month period immediately preceding the claim and neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

ADDENDUM B-REFERENCES

During the past two decades, AssetWorks staff has provided fixed asset management and inventory services to thousands of educational entities nationwide. Recent clients served by the AssetWorks team include:

Palm Springs Unified School District	**Oakland Unified School District**
Palm Springs, CA	Oakland, CA
Contact: Rebecca Abeyta	Contact: JoHanna Turner
Phone: (760) 883-2710 x3	Phone: (925) 212-9906
Email: rabeyta@psusd.us	Email: johanna.turner@ousd.k12.ca.us
Fixed asset inventory services in 2012 and 2018	Fixed asset inventory and verification 2012, 2016, 2019
ADA: 24,000	ADA: 36,000
Glendale Unified School District	**Vallejo Unified School District**
Glendale, CA	Vallejo, CA
Contact: Karineh Savarani	Contact: Cleo Chaney
Phone: (818) 241-3111 x292	Phone: (707) 556-8921 x50114
Email: karinehsavarani@gusd.net	Email: cchaney@vallejo.k12.ca.us
Asset inventory since 2007	Fixed asset inventory services in 2010 and 2019
ADA: 26,000	ADA: 14,000

ADDENDUM C

Both AssetWorks LLC and the San Ysidro School District (Parties) agree to the following:

- **GOVERNING LAW**:
  Parties mutually agree that Section 8.8 of the PSA is revised to read: The laws of the State of California will govern this agreement.

- **INSURANCE**:

  1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit. Endorsements naming the San Ysidro School District as additional insured are required.

  2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

  3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

Each of the parties signing this Addendum C to the Professional Services Agreement between AssetWorks LLC and the San Ysidro School District, warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

ASSETWORKS, LLC Firm Name	SAN YSIDRO SCHOOL DISTRICT Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director
Maria Rodriguez, SYMS Principal

INITIAL: GAP
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CALIFORNIA YACHT MARINA- CHULA VISTA, LLC

BACKGROUND INFORMATION:
The San Ysidro Middle School's Associated Student Body (ASB) hosts a dance for 8th graders that will be promoting to High School. This year, the ASB voted and approved to have their promotion dance off site at the California Yacht Marina-Chula Vista, LLC also known as the Larue C. Thomas Bayside Pavilion. The date of the event is planned for Tuesday, June 11, 2019 from 4:00 – 7:00 p.m.. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

The cost implication for this License Agreement is $900.00 for rental fee ($300.00 deposit). Other fees may apply such as catering and security.

RECOMMENDATION:
Approve the License Agreement with the California Yacht Marina-Chula Vista, LLC to occupy and use the Larue C. Thomas Bayside Pavilion for the San Ysidro Middle School's 8th grade promotion dance to be held on Tuesday, June 11, 2019 at an estimated cost of $1,500.00 from the San Ysidro Middle School's ASB funds.

LCAP GOAL AND ACTION/SERVICE:
Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT
2.2 Continue support of ASB at the middle schools.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$1,500.00 (Amount)	ASB Funds (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

For Gina A. Potter, Superintendent
Secretary to the Board

CALIFORNIA YACHT MARINA-CHULA VISTA, LLC
THE LARUE C. THOMAS
BAYSIDE PAVILION

LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and between California Yacht Marina – Chula Vista, LLC, a California limited liability company (hereinafter called "CYM"), and San Ysidro School Distnct hereinafter called ("Permittee") who agree as follows:

1. CYM hereby grants to Permittee a license (this "license") to occupy and use the premises commonly referred to as the LaRue C. Thomas Bayside Pavilion at California Yacht Marina – Chula Vista, 640 Marina Parkway, Chula Vista, including the furniture, fixtures and equipment located therein (collectively, the "premises").

2. The premises shall be used for the purpose of a 8th Grade Promotion/Dance and for no other use.

3. This license is granted for use of the premises on June 11, 2019 commencing at 7pm and shall terminate at 7pm, however, CYM may sooner terminate and revoke this license at any time by giving written notice to Permittee stating the time and date upon which this license shall terminate. The right of CYM to revoke this license is and shall remain unconditional.

4. Upon the execution of this Agreement, Permittee shall deliver to CYM a deposit, in the amount of $300.00 (the "Deposit"). All checks for the Deposit shall be made payable to California Yacht Marina – Chula Vista. Except as expressly provided in this paragraph 4, the Deposit shall be nonrefundable. In the event that Permittee cancels the use of the premises within seven (7) days following the date that Permittee executes this License, then the Deposit will be refunded to Permittee. **In the event that Permittee cancels the use of the premises at any time after the seventh (7th) day following the date that Permittee executes this License, then CYM shall be entitled to retain the Deposit (together with any Rental Fee paid by Permittee) as a cancellation fee.** In the event that Permittee does not cancel the use of the premises prior to the date of use, the Deposit shall be held and used as security for Permittee's faithful performance of its obligations hereunder, including, without limitation, the return of the premises in its original and clean condition. Permittee agrees that if the premises require cleaning by CYM personnel following the return of the Premises to CYM, then the time expended by CYM personnel to clean the premises will be charged to **Permittee at the rate of $50.00 per person per hour with a $250.00 minimum charge.** If Permittee fails to perform any obligation hereunder, then CYM may use, apply or retain all or any portion of the Deposit. No part of the Deposit shall be considered to be held in trust, nor shall any portion of the Deposit earn interest.

5. Permittee shall pay to CYM the sum of $ 900.00 as rent (the "Rental Fee") for

the use of the premises. In the event that the premises are reserved within the three (3) month period prior to the date of use of the premises, then the Rental Fee shall be paid upon execution of this license. In the event that the premises are reserved more than three (3) months prior to the date of use of the premises, then the Rental Fee shall be paid three (3) months prior to the date of use of the premises. In the event that Permittee fails to pay the Rental Fee as provided above, CYM shall have the right to terminate this license and retain the Deposit. The Rental Fee paid to CYM shall be nonrefundable.

6. Permittee, at its own expense, shall obtain all permits or licenses, required by Federal, State, County or City laws, statutes, ordinances, rules or regulations including, but not limited to, all permits required for the sale or service of alcoholic beverages. No alcoholic beverages may be sold or served on the premises without Permittee first having secured all necessary licenses and permits.

7. Permittee shall not do or permit to be done anything that will tend to injure, mar, or in any manner damage the premises or adjacent areas and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks or screws into any part of the premises and will not make or allow to be made any alterations of whatsoever kind to the premises or any equipment therein.

8. Permittee shall not sell or distribute, or permit to be sold or distributed tickets or passes in excess of the seating capacity of the premises, nor admit thereto a larger number of persons than can safely and freely move about therein or than is permitted by applicable fire, police, building or safety regulations. Permittee and its invitees shall only park in such areas as may be designated by CYM.

9. CYM reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither CYM nor its agents and employees shall be liable to Permittee for any damages that may be sustained by Permittee through the exercise by CYM of such right.

10. No performance or event presented in the premises shall be broadcast or televised, or in any manner recorded for reproduction, without the prior written consent of CYM.

11. CYM shall not be responsible for any merchandise, i.e., food, beverages, materials, items, personal property or equipment left on the premises at any time by Permittee. CYM shall not be liable for injury or damage to the person or goods, wares, or other property of Permittee, Permittee's employees, contractors, or invitees, or any other person in or about the premises, whether such damage or injury is caused by or results from fire or from the breakage or other defects of pipes, fire sprinklers, wires or equipment, or from any other cause, whether such damage or injury results from defective conditions arising upon the premises or from other sources or places.

12. No portions of the sidewalks, entries, passages, driveways, vestibules, halls, or other means of access to or about the premises shall be obstructed or caused to be obstructed by Permittee or any of Permittee's invitees, or caused or permitted to be used for any purpose other than ingress and egress to and from the premises. Any damage or injury whatsoever resulting from or in

connection with the use of the premises (or adjacent areas or equipment thereon) by Permittee, or Permittee's employees, agents, contractors or invitees, shall be paid for by Permittee.

13. No inflammable materials such as bunting, tissue paper, crepe paper, shall be permitted to be used for decorations and all such materials used for decorative purposes must be treated with flame proofing and must conform to applicable State, City and fire and safety regulations.

14. Permittee has inspected the premises and agrees that they are suitable for the uses permitted herein, and Permittee is using the premises in its "as is" condition.

15. Permittee agrees not to use the premises in any manner, even if the use is for the purposes enumerated herein, that will cause cancellation of any insurance policy covering any such premises or adjacent premises. No offensive or refuse matter, or any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Permittee to be or remain, and Permittee shall prevent any such material or matter from being or accumulating upon the premises. Permittee further agrees not to keep on the premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the premises or any structure erected thereon.

16. CYM and its representatives shall have the right to enter upon the premises at all reasonable times for the purpose of determining compliance with the terms and conditions of this license or for any other purpose incidental to the rights of CYM. This right of inspection imposes no obligation upon CYM to make inspections nor imposes liability for failure to make such inspections. By reserving the right of inspection, CYM assumes no responsibility or liability for loss or damages to the property of Permittee or property under the control of Permittee, whether caused by fire, water or other causes.

17. Upon the termination of this license, Permittee shall surrender possession of the premises to CYM and restore the premises to the same or as good condition, as the same were in at the time of the first occupancy thereof by Permittee.

18. Permittee shall at all times relieve, indemnify, defend, protect and save harmless CYM, CYM's members, agents, employees and affiliates, the San Diego Unified Port District, and the City of Chula Vista, from any and all claims and demands, actions, proceedings, liabilities, losses, liens, costs, judgments, civil fines and penalties of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death of or injury to persons or damage to property including property owned by or under the care and custody of CYM, that may arise from or be caused directly or indirectly by:

(a) Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Permittee, its agents, employees, contractors, or invitees;

(b) Any operation conducted upon or any use or occupation of the premises by Permittee, its agents, employees, contractors, or invitees under or pursuant to the provisions of this license or otherwise;

(c) Any act, omission or negligence of Permittee, its agents, employees, contractors or invitees, regardless of whether any act, omission or negligence of CYM, its agents, employees or contractors contributed thereto; or

(d) Any failure of Permittee, its agents, employees, contractors or invitees to comply with any of the terms or conditions of this license and Agreement or any applicable Federal, state, regional, or municipal law, ordinance, rule or regulation.

Permittee also agrees to indemnify CYM and pay for all damage or loss suffered by CYM, including but not limited to damage to or loss of property and loss of CYM revenue, from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence of Permittee and its agents, employees, contractors and invitees on or about the premises. The term "persons" as used herein shall include but not be limited to employees of Permittee. Permittee's indemnification obligations under this paragraph shall survive the termination of this license.

19. Permittee shall procure and maintain at its expense and keep in force at all times during the term of this license broad form comprehensive public liability and property damage insurance (including comprehensive general liability) written by an insurance company authorized to do business in the State of California with Permittee's normal limits of liability, but not less than One Million Dollars ($1,000,000) combined single limit for injury or death arising out of each accident or occurrence and for property damage for each accident or occurrence or such other amount as CYM approve. Said limits shall be without deduction, provided that CYM may permit a deductible amount in those cases where, in it's judgment, such a deductible is justified by the net worth of Permittee. The insurance provided shall contain a severability of interest clause. In all cases, regardless of any deductible, said insurance shall contain a defense of suits provision.

20. Permittee shall also secure and maintain, either by endorsement or by a separate policy, fire legal liability insurance with a minimum limit of One Hundred Thousand Dollars ($100,000.00) covering legal liability of Permittee for damage or destruction to the buildings, structures, or facilities owned by CYM; provided, that upon (30) days prior written notice to Permittee, said minimum limit of liability shall be subject to adjustment by CYM to conform with the deductible amount of the fire insurance policy maintained by CYM. Such policy may provide for waiver of subrogation in favor or Permittee so long as permitted by CYM's fire insurance policy. CYM must be named as an additional insured in such policy.

21. Permittee shall not erect or display, or permit to be erected or displayed, on the premises any signed or advertising matter of any kind without first obtaining the written consent of CYM.

22. Permittee shall comply with all applicable laws, ordinances and regulations. In addition, Permittee shall comply immediately with any and all directives issued by CYM. This license shall be construed in accordance with California law.

23. In all cases where written notice is to be given under this license, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to CYM shall be addressed to CYM, 640 Marina Parkway, Chula Vista, California 91910, and notice to Permittee shall be addressed to it at the address stated in the preamble or at such address designated by Permittee in writing. Nothing herein contained shall preclude or render inoperative service of such notice in the manner prescribed by law.

24. Permittee understands and agrees that Permittee is only a licensee and has no interest in the premises. Permittee understands and agrees that the CYM reserves the unqualified and unconditional right at any time without prior notice to Permittee to withdraw the premises from Permittee's use, provided that CYM refunds to Permittee any charges previously collected for the number of days so withdrawn. Permittee understands and agrees that notwithstanding any expenditure it may have made in preparation for its use of the premises, such withdrawal from use by the CYM does not entitle Permittee or any other person to any damages or other compensation.

25. Permittee agrees that it will not allow or permit emission or transmission of any loud or raucous noise from any sound making or sound amplifying device in its possession or under its control on the premises. The words "loud or raucous noise" as used herein shall mean any sound or any recording thereof when amplified or increased by any electrical, mechanical, or other device to such volume, intensity or carrying power as to unreasonably interfere, in CYM's sole judgment, with the peace and quiet of other persons within or upon any one or more of such places or areas, or as to unreasonably annoy, disturb, impair or endanger the comfort, repose, health, or safety of other persons within or upon any one or more of such places or areas. The word "unreasonably" as used herein shall include, but not be limited to, consideration of the hour, place, nature, and circumstances of the emission or transmission of any such loud and raucous noise, in CYM's sole judgment. If Permittee fails to comply with the provisions of this paragraph, CYM may, at its option, declare this license terminated and revoked and may forthwith enter upon the premises, using all reasonable force to do so, and exclude Permittee from further use of the premises.

26. If for any reason the keys to the premises are not returned to the CYM, Permittee shall pay a charge of **$25.00**.

27. Permittee hereby acknowledges and agrees that the rent payable to CYM does not include the cost of the provision of guard service or other security measures, and that CYM shall have no obligation whatsoever to provide the same. Permittee assumes all responsibility for the protection of the premises, Permittee's agents, employees and invitees and their respective property from the acts of third parties.

28. If any party brings an action or proceeding to enforce the terms of this license and Agreement or to declare rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

Date: 7/21/19

CALIFORNIA YACHT MARINA – Chula Vista, LLC,
A California limited Liability Company

BY: Sue O'Loan

The undersigned Permittee hereby accepts and agrees to the term of the foregoing license and Agreement, and agrees to abide and be bound by and to observe each and every one of the terms and conditions thereof, including those set forth in the addendum attached hereto, if any.

PERMITTEE:

Date _____

X_____ X_____
Signature Signature

Address_____ #_____

Home Phone (619)_____
Cell Phone (619)_____
E-mail_____

LCT-Bayside Pavilion
California Yacht Marina

APPLICATION FOR USE

Date of Event: 10.11.19 **Event Description:** 8th Grade Promotion

Name of Applicant: San Ysidro School District
Individual or Representative *Organization Name

Mailing Address: 4350 Otay Mesa Rd

City: San Ysidro CA Zip: 92173

Daytime number: (619) 428-4476 Cell Phone: ( )

Email Address: maria.preciado@sysdschools.org
maria.rodriguez@sysdschools.org

Hours of Actual Event Guests Arrival/Departure: 4pm **to** 7pm
(Rental is only between the hours of 10:00 a.m. and 12:00 a.m.)
A maximum of a *12:00 Midnight clean-up deadline will be assigned* unless otherwise specified.

Number of guest expected: 150

Children's parties/Quinceneras/Sweet 16, Graduations will require a Security Guard. No Exceptions. Host/ess will provide security guard information to Marina prior to event.

One Day Event Insurance is required for all events. A copy of the policy must be provided to the Pavilion Manager prior to the event. See items 19& 20 in contract for details.

Each Venue Rented Separately:
Use of Pavilion Downstairs Room: Yes X No ___ Rental Fee: 900
Use of Pavilion Upstairs Room: Yes ___ No ✓ Rental Fee:
Use of the Courtyard (circle one) requested: Yes __ No ✓ Rental Fee:
(Courtyard Available if Pavilion Room rented, not a standalone rental, for ceremonies only)

Alcoholic beverages will be sold: Yes __ No ✓ (private parties are NOT allowed to sell)
-if yes, a one-day SPECIAL DAILY LICENSE must be obtained from ABC

Type of entertainment that will be provided: DJ Music

Requesting Use of Tables & Chairs Yes___No___**(inside use only) If no, the marina will remove the Tables and Chairs prior to the event so Renter can bring in their own.**

Catering? Yes X No__ Name of Caterer TBD

Individual(s) responsible for restoring the facility to its original condition:

Same as above ( ) _____
Name Telephone Number

Pavilion Requirements:

1. When decorating for your event please only use supplies that will not damage paint on walls and leave no permanent holes in the walls or tables. No Staples, Thumb Tacks or nails to be used. Damage to the walls will be charged against deposit.
2. When decorating please arrive with all the tools needed to complete decorating. Liability prevents the Marina from lending tools, ladders and supplies.
3. Rental period is 10:00am until Midnight. Midnight is the cleanup deadline and the Pavilion should be cleaned and ready to be secured by Marina staff no later than midnight. **The host(ess) is liable for an additional $200.00 per hour for any time past midnight.**
4. At the conclusion of the event all decorations and trash must be removed from the premises, so another event can be held the following day. Sweep the carpets and wipe off tables. Chairs must be stacked on the dance floor. All furniture/equipment rentals must be picked up the same day unless other arrangements are made. Please return the Pavilion to the same condition as it was provided to you. **If the Pavilion staff has to clean after the event you will be charged a minimum cleaning fee of $250.00 and up depending on the amount of mess left behind.**
5. The Pavilion provides a basic number of tables and chairs to get your event started. Please keep tables and chairs in good condition and do not allow guests to stand on them. If a spill occurs on chair or floor please let us know so we can clean it to prevent stains. The Pavilion has a total of 16 – 60" round tables, 6 – 6 foot rectangular banquet tables, 6 Belly Bars and 150 chairs. Our furniture is inside use only, any chairs desired for outside must be rented by the hostess. Downstairs has a portable bar. Upstairs has a built in bar and a wall mounted TV. Any other desired items will need to be rented by the host/hostess of the party.
6. No Smoking inside the premises. Smoking must be at least 25 feet away from the building.
7. Ice is sold on site if needed for your event. This can be charged against your deposit or paid on site as needed.
8. It is the responsibility of the host to ensure their guests behave appropriately and do not cause damage to the landscaping or venture into part of the venue not included in the rental.
9. Entertainment is welcome. Music must be turned down or off at 10pm as a courtesy to those living in the Marina. Mariachi's are welcome before 8pm. Live Bands are not allowed.
10. Catering: You are free to utilize the party suppliers and caterers of your choice.
11. Guests are welcome to leave their car overnight in the parking lot if needed to ensure the safety of all.
12. Wedding rehearsals are not included in the rental agreement. You are welcome to submit a request for an onsite rehearsal if it does not conflict with another event.
13. Our goal is to help you have a wonderful celebration; please let us know what we can do to help you!

Deposit of $ 300.00 holds the date and is a security deposit refundable after the premises are satisfactorily returned in original condition. Full event fee of $ 900.00 is due three (3) months prior to the event. In the event of cancellation within seven (7) days of the date of this Application, the entire deposit will be refunded. The deposit is non-refundable thereafter.

X_____ _____

Applicant's Signature Date