San Ysidro School District
Governing Board

AGENDA

Thursday
March 14, 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.

Smythe School
Auditorium
1880 Smythe Avenue
San Ysidro

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 21, 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 21, 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. to conduct its business meeting at **Sunset School – 3825 Sunset Lane, 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: 5:07 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 with the following changes:
1) Pulled Item 9.3 and 9.5 under Board Recognitions
2) Board Recognitions - Moved 9.9 to 9.1 to be recognized first
3) Board Recognitions - Moved 9.2 to 9.9 to be recognized last

Motion: Martinez Second: Pallasigue Vote: Unanimous

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

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:11 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: San Diegans for Open Government vs. San Ysidro School District, et. al.
Case No. 37-2017-00048800-CU-MC-CTL

5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: Danielle Clark vs. San Ysidro School District
Case No. 37-2017-00005980-CU-WM-CTL

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: Cinthya Martinez vs. San Ysidro School District
Case No. 37-2017-00047882-CU-PO-CTL

5.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: Yasmine Noriega vs. San Ysidro School District
Case No. 37-2017-45768-CU-PO-CTL

5.5 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: 2

5.6 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

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

RECONVENED into OPEN SESSION at 6:04 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: President I. Lopez Time: 6:05 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
9.1 Vista Del Mar Middle School & San Ysidro Middle School Football Teams - Omar Calleros
9.2 San Ysidro Middle School Baseball Team - Omar Calleros – *Moved to 9.9*
9.3 Mr. Zelli Mariachi from San Ysidro Middle School - Manuela Colom - *Pulled*
9.4 District Parent Advisory Committee (DPAC) President's - Kelli Hay
9.5 Ocean View Hills School Safety Patrol Staff - Manuela Colom - *Pulled*
9.6 Converse Shoes - Francisco Mata
9.7 Rack Room Shoes - Francisco Mata
9.8 Hearts & Hands - Francisco Mata
9.9 Southwestern College - Francisco Mata- *Moved to 9.1*

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.

None at this time.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Pallasigue, Commented: 1) Thanked Principal Burciaga and Assistant Principal Meza for hosting the Board Meeting. 2) Thanked parents for coming to the meeting and supporting their children and the District. 3) Thanked Dr. Potter for the progress we've made with the legal cases. 4) Mentioned that it's a pleasure to work with Board Member Rudy Lopez and Vice-President Humberto Gurmilan. They are a great asset to the Board. 5) Thanked Mrs. Adrianzen, Chief Business Official, for the Budget Forums. Encouraged community members to attend the next Budget Forum that will be held at Smythe School on February 26, 2019 from 5 to 6 p.m. 6) She's heard great things about our Pathways Program. Hopes to see it next school year.

Member R. Lopez, Commented: 1) Thanked Sunset School for hosting the Board Meeting. 2) Budget Forums are important. We are letting the community know how we shape the budget. 3) We just started a Cub Scouts after school program at Smythe School. Other schools are welcome to join. Cub Scouts and Boy Scouts are now called scouts because both boys and girls can join. 4) We will give the scouts an opportunity to earn credit towards a civic engagement badge for attending the Budget Forum at Smythe School and encourage their parents to attend. 5) The Bond Oversight Committee applications are out. If you have any questions, feel free to call staff.

Clerk Martinez, Commented: 1) Thanked Principal Burciaga for hosting the Board Meeting. 2) He's glad that the Budget Forums are being held consistently throughout the community. Everyone has an opportunity to understand where we are financially and how we can work together to resolve the issue. Part of the issue is our declined enrollment. 3) Middle schools need to include electives such as music, theater, dance and sports. If students enjoy the elective, they will come to school every day. 4) We want to make sure Vista Del Mar and San Ysidro Middle Schools have quality electives so students can attend school and have fun doing it. 5) He would like staff to have a conversation with the high schools about working together to continue the electives from the middle school to the high school. 6) Once we identify quality electives and let the community know, we can help increase enrollment at our middle schools.

President I. Lopez, Commented: 1) Dr. Potter suggested that we have a child from the audience lead us in the flag salute at Board meetings. 2) Thanked Principal Burciaga and Assistant Principal Meza for hosting the Board Meeting. 3) She received the invitation for Dr. Seuss inviting parents to read at the schools. We need to get more involved, read to our children and show them we are here for them. 4) We recognize some people for programs that we have, but we don't recognize the real people behind them. Thanked Veronica Medina for bringing services to our community and for everything she does. 5) Thanked Dr. Potter and the Board for the visit to Sacramento. Legislators need to know that when they change laws and regulations, it impacts our children. We need to write letters to our congressman and assemblymembers and let them know that we need their help. Suggested helping parents write letters at the school sites. 6) Visited La Mirada School with Dr. Potter. Sees a lot of talent in our students and is glad we are giving them opportunities with the programs we have at our schools.

Vice-President Gurmilan, Commented: 1) Thanked Principal Burciaga and staff for hosting the Board Meeting. 2) It was great to visit the State Capitol. 3) We are experiencing challenges in terms of funding. Legislators are willing to listen, but we are likely not going to get help from the state any time soon. 4) It's going to take everyone from the District working together to focus our efforts and resources on our students. It will be challenging, but there is light at the end of the tunnel. 5) This Board is committed. We are moving in the right direction. The state will not help us out soon but we will keep pushing, write letters and share our concerns. 6) It was an honor to represent this District, the schools and this community in Sacramento. I think the Board shares this same thought. Our students deserve the best education so that they have the same opportunity that everyone has in this country. 7) Thanked everyone for attending the Board Meeting.

Superintendent Potter, Commented: 1) Thanked Principal Burciaga and Assistant Principal Meza for hosting the Board Meeting. 2) Sunset hosted the Code to the Future Program teaching their students skills that will prepare them for future careers. 3) Thanked parents and community members who joined the Board at the Budget Community Forums. We've had two budget community forums on Jan. 31, 2019 at the District Office and February 19, 2019 at Ocean View Hills School. The third and last Budget Community Forum is at Smythe School on February 26, 2019 from 5-6 p.m. 4) Thanked Marilyn Adrianzen and Amber Elliott for clearing several audit findings from the past in less than a year since they've been here. 5) The Bond Oversight Committee application window was extended to February 28, 2019 at 5 p.m. The application is posted on our website, emailed to all staff and over four thousand families in the District. 6) Visited Smythe and La Mirada Schools. Commended the teaching staff, classified staff and principals. Strong implementation of the District's instructional design was seen at the schools. 7) Thanked Board Clerk Martinez for the field trip to South West Regional Council of Carpenters Apprenticeship Training Facility. They've offered to partner with the San Ysidro School District as a pilot for a carpenter's apprenticeship certification program for our middle schools. 8) Thanked Member Pallasigue for the idea of a student task force. They have met and their focus is to establish a districtwide student discipline plan. 9) We met with Casa Familiar to discuss how we can partner with them for their Air Quality Program. Willow and San Ysidro Middle have two active air quality monitors. Casa Familiar has secured two grants and will install fifty more indoor and outdoor monitors. 10) Acknowledged the Board for flying out to Sacramento to advocate for Fair and Full Funding for California students in public education and to seek legislative support for our educational system in the State of California.

12. CONFERENCE SESSION

Reports/Presentations

12.1 Pathways Program and Promise Neighborhood Grant - Omar Calleros and Mauricio Torre

The Board recessed at 7:44 p.m. and reconvened at 7:54 p.m.

12.2 Every Student Succeeds Act (ESSA) - School Accountability & Monitoring - Manuela Colom

12.3 Public Agency Retirement Services (PARS) Supplementary Retirement Plan (SRP) Post Analysis - Rachael Sanders

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of January 24, 2019 and Special Board Meetings of January 18, 2019 and January 24, 2019.

Motion: Martinez Second: Pallasigue Vote: Unanimous

13.2 APPROVAL OF THE PUBLIC AGENCY RETIREMENT SERVICES (PARS) SUPPLEMENTARY RETIREMENT PLAN (Zummo)

The Board approved the implementation of the District's Supplementary Retirement Plan administered by PARS and accepted the resignation of the twenty-four (24) employees who enrolled.

Motion: Martinez Second: R. Lopez Vote: Unanimous

13.3 STAFFING RATIO GUIDES (Zummo)
Information only. The District has researched and compiled the recommendations provided by School Services of California, Fiscal Crisis & Management Assistance Team (FCMAT) and best practices from comparable districts. This guide will help the district effectively and accurately staff the school district.

13.4 SPENDING REDUCTION PLAN 2019-20 (Adrianzen)
The Board approved the 2019-20 Spending Reduction Plan which the District is required to submit to the San Diego County Office of Education. The District filed a Qualified Budget Certification at First Interim; therefore, a Spending Reduction Plan must be approved by the Second Interim Report.

Motion: Gurmilan Second: Pallasigue Vote: Unanimous

13.5 REVISED SUBSTITUTE SALARY SCHEDULE (Zummo)
The Board approved the revised Substitute Salary Schedule to be consistent with the City of San Diego minimum wage update.

Motion: Martinez Second: R. Lopez Vote: Unanimous

14. CONSENT CALENDAR
The Board approved the Consent Calendar with the following changes:
1) Pulled consent Calendar Item 14D.3 for discussion and to be voted on separately.

Motion: Martinez Second: I. Lopez Vote: Unanimous

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Zummo)
The Board approved/ratified the employment for the following as recommended by staff:
14A.1 Classified Substitute Staff

RESIGNATION (Zummo)
The Board approved/ratified the resignation for the following as recommended by staff:
14A.2 Classified Staff

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Zummo)
The Board approved the employment for the following as recommended by staff:
14B.1 Certificated Substitute Staff

OUT OF CLASS COMPENSATION (Zummo)
The Board approved/ratified the out of class compensation for the following as recommended by staff:
14B.2 Resource Teacher

14D. CURRICULUM & INSTRUCTION

14D.1 EXTENDED SCHOOL YEAR WAIVER 2019 (Colom)
The Board approved the Waiver for Extended School Year 2019 to reduce the number of instructional days maintaining the 86.75 instructional hours provided over a span of 15 days instead of 27 to special education students.

14D.2 GREATER SAN DIEGO READING ASSOCIATION 2019 AUTHOR'S FAIR AT WILLOW SCHOOL (Colom/Bojorquez)
Information only. - The Greater San Diego Reading Association 2019 Author's Fair will take place at Willow School on March 14, 2019 at no cost to the District.

14D.3 COMPREHENSIVE SCHOOL SITE SAFETY PLANS (Colom/Hay)
The Board approved the Comprehensive School Site Safety Plans for the 2018-19 school year.

Motion: Martinez Second: R. Lopez Vote: Unanimous

14D.4 PROFESSIONAL DEVELOPMENT (Colom)
The Board approved/ratified the attendance and participation of District staff to the different professional developments, as scheduled.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Veronica Medina	Tri-Annual Joint Homeless & Foster Care Meeting	SDCOE	January 29, 2019	$0	No Cost
Manuel Bojorquez, Consuelo Carranza, Marlo Vasquez, Luis Ramos, Nadia Aviles, Maria Rodriguez	All About Girls of Color Training	San Diego	March 1, 2019 Previously approved – Date changed	$450.00	Title II Fund
Manuela Colom, Cynthia Gonzalez, Kelli Hay, Oscar Madera, Omar Calleros, Maria Rodriguez, Denise Villezcas, Dalia Gonzalez, Russell Little, Martha Murillo	South County Cohort 3 – SUMS Training – Engineering Your MTSS	SCREC	February 12-13, 2019	$0	No Cost
Manuela Colom, Cynthia Gonzalez, Kelli Hay, Oscar Madera, Omar Calleros, Maria Rodriguez, Denise Villezcas, Dalia Gonzalez, Russell Little, Martha Murillo	South County Cohort 3 – SUMS Training – Structuring Your MTSS	SCREC	March 14-15, 2019	$0	No Cost
Manuela Colom, Cynthia Gonzalez, Luis Ramos, Diane Steele, Russell Little, Efrain Burciaga, Manuel Bojorquez, Maria Rodriguez, Nadia Aviles	Targeted Feedback Institute	SDCOE	March 7-8, 2019	$3,600.00	Title II Fund

Manuela Colom, Manuel Bojorquez, Efrain Burciaga, Maria Rodriguez, Russell Little	Deloitte's Courageous Principals	Dallas, TX	April 12-14, 2019	$2,000.00 (Airfare) SDCOE will cover registration fees and lodging	Title II Fund
Courtney Foster	HCM PeopleSoft User Group Meeting - Benefit Events & HR Actions/ Reasons	SDCOE	February 22, 2019	$0	No Cost
Todd Lewis, Cynthia Gonzalez, Carolina Jaime	2019 Synergy Users Conference	SDCOE	February 20, 2019	$0	No Cost
Maria Preciado	2019 CADA Convention	San Diego	February 27-March 1, 2019	$350.00	ASB Site Funds

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)
The Board ratified the following purchase orders incurred by the District during the period January 14, 2019 through January 31, 2019.

14E.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of January 15, 2019 through February 06, 2019 for a total expenditure of $1,044,944.89.

14E.3 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $3,939.27 to help support and enrich our educational programs.

14E.4 AGREEMENT WITH NYHART FOR ACTUARIAL VALUATION SERVICES (Adrianzen)
The Board approved the Agreement with The Howard E. Nyhart Company, Inc. to conduct Actuarial Valuation Services for the District at a cost not to exceed $10,900.00 from the General fund.

14E.5 AGREEMENT WITH ECO-LAB (Adrianzen/Zarzosa)
The Board approved the agreement with Eco-lab for cleaning and sanitizing products used by the Child Nutrition Services Department. Products ordered will be paid from the Child Nutrition and General funds.

14E.6 AGREEMENT WITH HEARTLAND SCHOOL SOLUTIONS (Adrianzen/Zarzosa)
The Board ratified the agreement with Heartland School Solutions to provide the Heartland Mosaic Annual Subscription for the Child Nutrition Services Department at a cost of $2,775.00 from the Nutrition Services fund.

14E.7 AGREEMENT WITH ONE TRIPP TREE SERVICE (Adrianzen/Branch)
The Board ratified the agreement with One Tripp Tree Service for tree trimming services at a cost of $2,432.00 from the General fund.

14E.8 SIXTH PROJECT AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) – PROJECT AUTHORIZATION NO. PAF-01 (Adrianzen/Branch)
The Board ratified the Sixth Project Agreement With K-12 Public Schools And Community Colleges Facility Authority (FACJPA) – Project Authorization Form No. PAF-01 costs to include: Western Environmental and Safety Technologies for hazardous materials testing and abatement oversight services at the San Ysidro Middle School at a cost up to $3,950.00 from the General fund.

14E.9 AGREEMENT WITH ARAMARK CORPORATION (Adrianzen/Azevedo)
The Board approved the agreement with Aramark Corporation for cleaning and sanitizing products and services. Products ordered will be paid from the General fund.

14E.10 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH THE INSTITUTE FOR EFFECTIVE EDUCATION - COOK EDUCATION CENTER FOR 2018-2019 SCHOOL YEAR (AMENDMENT) (Colom/Madera)
The Board approved the amendment to the San Diego County Nonpublic School Master Contract with TIEE-Cook Education Center for an additional student with special needs at a cost up to $75,393.60 from Special Education fund.

14E.11 AGREEMENT WITH PRENTKE ROMICH COMPANY (Colom/Madera)
The Board approved the agreement with Prentke Romich Company to provide Augmentative and Alternative Communication (AAC) training to Special Education Teachers and Instructional Aides at a cost up to $650.00 from the Special Education fund.

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

15. ADJOURNMENT Time: 8:32 p.m.

Respectfully Submitted,

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

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

AMENDED SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, FEBRUARY 21, 2019
3:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, February 21, 2019 at 3:00 p.m., and conduct its business meeting at **Sunset School – 3825 Sunset Lane, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President I. Lopez Time: 3:03 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 – *Arrived at 3:05 p.m.*

3. FLAG SALUTE by Irene Lopez, Board President

4. AGENDA
The Board approved the agenda for the meeting.

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

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

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

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 3:06 p.m. in accordance with section 54954.5 regarding:

6.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. San Ysidro School District, et. al.
Case No. 37-2017-00048800-CU-MC-CTL

6.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: Danielle Clark vs. San Ysidro School District
Case No. 37-2017-00005980-CU-WM-CTL

6.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: Cinthya Martinez vs. San Ysidro School District
Case No. 37-2017-00047882-CU-PO-CTL

6.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: Yasmine Noriega vs. San Ysidro School District
Case No. 37-2017-45768-CU-PO-CTL

6.5 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: 2

6.6 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Daniel Zummo Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

6.7 GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

6.8 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. Fonseca
Case No. 37-2017-00007369-CU-MC-CTL

RECONVENED into OPEN SESSION at 5:06 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

1) Joseph Sanchez, District Counsel, on behalf of the Board, reported on item 6.2: The Board voted unanimously to authorize final back payment to former employee Danielle Clark in the amount of $156,712.73 pursuant to the court's ruling.

Clerk Martinez made a motion to adjourn, seconded by Member R. Lopez. The vote was 5-0.

7. ADJOURNMENT Time: 5:07 p.m.

Respectfully Submitted,

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF THE REVSIED PROMISE NEIGHBORHOODS GRANT TO PROVIDE SERVICES BY SOUTH BAY COMMUNITY SERVICES

BACKGROUND INFORMATION:
The Promise Neighborhoods program is authorized under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA). The vision of the program is that all children and youth growing up in Promise Neighborhoods have access to great schools and strong systems of family and community support that will prepare them to attain an excellent education and successfully transition to college and a career. The purpose of Promise Neighborhoods is to significantly improve the educational and developmental outcomes of children and youth in our most distressed communities, and to transform those communities. Funding for services will be available for 5 years, from January 1, 2019 – December 31, 2023.

Services will be provided to 3 schools, per the program design and Request for Proposal submitted. Starting in year one, services will be provided to Smythe Elementary and San Ysidro Middle School and will continue throughout all 5 years. In year 3, Willow School will begin receiving services. All details of services are described in the proposal submitted to the Department of Education.

RECOMMENDATION:
Accept the revised Promise Neighborhoods Grant and services. The estimated value of annual services dedicated to the San Ysidro area is $1.7 million for a period of 5 years with an in-kind match of $400,000 annually for space, staff time and services that the district already provides to support student educational progress.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Goal 2: Safety, Climate and Student Engagement, Goal 3: Parent Engagement.

☐ **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	

In-kind Grant amount $1.7 Million (Amount)	Promise Neighborhoods Grant Award (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

Memorandum of Understanding

This document stands as a collaborative Memorandum of Understanding between the signing agencies and organizations for the purpose of improving educational, health, and social development outcomes for children and youth through implementation of a continuum of 'cradle to career' solutions centered around great schools and a thriving neighborhood. The San Diego Promise Neighborhood (SDPN) is committed to building upon community strengths and the vitality of San Diego's children, youth, and families. Using a Results Based Accountability framework, the SDPN partners have made an unequivocal commitment to be publically accountable as they work together to support San Diego's children to thrive and succeed, in school and in life. Our aligned actions will create a seamless network of support for children and families, centered on great schools and a thriving neighborhood, which breaks down barriers, fosters social integration, and provides multiple opportunities to access resources through a "no wrong door" approach. Through comprehensive education reform, guided by an understanding of the importance of early learning and a focus on developing 21st century skills to be college and/or career ready, SDPN will increase academic achievement, strengthen families, facilitate social integration, and invigorate the community through three pillars of transformation:

1. Our overarching pillar of transformation is enhancing District 8's rich, predominantly Latino culture, while emphasizing education and college access as core values. SDPN will support children and families from diverse backgrounds in embracing their culture while simultaneously breaking down walls preventing them from gaining the skills they need to thrive, succeed, and develop a life-long commitment to independent learning.
2. Understanding that children do not live in isolation and that schools alone cannot meet the needs of a vastly underserved community, SDPN has united a critical mass of cross-sector leaders committed to taking aligned, coordinated actions and embracing a holistic approach, while nurturing the health of the entire community as an integrated, multi-faceted ecosystem.
3. SDPN values engaged, informed parents as a critical resource. We strive to support parents as key partners who not only understand how to help their children thrive, but also have the resources and support they need to serve as secure anchors for their children.

Collaborating project partners include: South Bay Community Services (SBCS), San Ysidro Health Center (SYHC), SAY San Diego, Casa Familiar (CF), Barrio Logan College Institute (BLCI), San Diego Future's Foundation (SDFF), Barrio Station, CAST, A Reason to Survive (ARTS), Chicano Federation, The County of San Diego: Health and Human Services Agency, The San Diego Police Department, Manpower, San Ysidro School District (SYSD), Sweetwater Union High School District (SUHSD), San Diego Unified School District (SDUSD) University of California, San Diego, Extension (UCSD), San Diego Association of Governments (SANDAG), The Children's Initiative and the OCL Group. This MOU documents the partnership between SBCS and SYSD.

South Bay Community Services: Founded in 1971 by caring community members, **South Bay Community Services (SBCS)** is a multi-service and community development 501(c)(3)

organization and lead applicant for the successful Chula Vista Promise Neighborhood, as well as the San Diego Promise Neighborhood. The mission of SBCS is to transform communities to support the well-being and prosperity of children, youth and families. SBCS meets the needs of low-income, families and children by collaborating with a wide variety of agencies to provide a broad range of bilingual (Spanish/English), culturally and age appropriate services. Our flexible wraparound philosophy helps us to stay responsive to emerging, localized needs, and challenges. SBCS enjoys a high level of recognition and trust among low-income, at-risk, and Latino families. SBCS is the largest provider of comprehensive, culturally appropriate supportive services for youth and families in San Diego County's South Bay region.

SBCS:

- Act as lead agency for administration and management of the proposed project; provide staff to manage, implement and oversee the day to day operations of the D8PN project, facilitate committees, and coordinate social impact partners and hold all project partners accountable.
- Provide coordination and information sharing among all Committees as well as all project partners.
- Provide and coordinate a continuum of services to the children and families identified by the project.
- Coordinate evaluation and data collection for the project, working closely with Social Solutions-ETO, SANDAG and the national evaluator on client tracking as well as process and outcome evaluation.
- Commitment to participate in a community of practice, and fundraising for the project.

San Ysidro School District: includes San Ysidro Middle School, Smythe and Willow Elementary Schools which are targeted through SDPN. **SYSD** holds a strong belief that every child deserves a high-quality education that effectively prepares them for life beyond the classroom, and will work collaboratively with SBCS and project partners to work to achieve this for all students within the District.

SYSD:

- Provide access, referral and coordination services to the children and families identified by the project as at-risk or in need at the district schools located within our target area.
- Commit to school reform utilizing GTM, tutors and the BL/SY College Institute.
- Participate in regularly scheduled Committee meetings, as appropriate.
- Provide cooperation and information for evaluation and measurement of components of the project by working closely with SBCS, SANDAG and the national evaluator in furtherance of data collection relative to the project indicators and annual reporting
- Provide an in-kind match totaling $400,000 for space, staff time and services to support student educational progress.

The signatures below indicate the project partners' commitment to work together to implement a cradle-through-career continuum of services and solutions for SDPN. The signatures also indicate that the partners' approve of the proposed project budget, and assure compliance with all federal and state laws including HIPAA and the General Education Provisions Act (if applicable).

This agreement is effective from the date it is signed by all parties and terminates when Department of Education: Promise Neighborhood Grant funding ends. Any party may terminate their partnership in this agreement by giving 30 days' notice.

We, the undersigned, as authorized representatives, do hereby approve this document.

_____ _____

Kathryn Lembo, President and CEO Date
South Bay Community Services

_____ _____

Gina Potter, Ed. D, Superintendent Date
San Ysidro School District

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: SECOND INTERIM BUDGET REPORT FOR 2018-19 FISCAL YEAR

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

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

Please note that Education Code sections 42130 and 42131 require that Interim Reports be submitted to the Governing Board on the SACS forms, the format prescribed by the State Superintendent of Public Instruction. Per the Education Codes indicated above, the District hereby submits the 2018-19 Second Interim Report with a **Qualified Certification** for Governing Board review and approval.

The 2018-19 Second Interim Report will be available to the public on the District's website after Governing Board's approval. *REPORT UNDER SEPARATE COVER*

RECOMMENDATION:
Approve the 2018-19 Second Interim Budget Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources/ Educational Services
Daniel Zummo, Executive Director of Human Resources and Manuela Colom, Executive Director of Curriculum, Instruction & Innovation

INITIAL: DZ/GP

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 18/19-0042 CESAR CHAVEZ DAY

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

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

RECOMMENDATION:
Adopt Resolution No. 18/19-0042 celebrating the life, values and sacrifices of Cesar Chavez by honoring his birthday on March 31st as "Cesar Chavez Day."

LCAP GOAL AND ACTION/SERVICE:
Goal: Student Achievement

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

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
Governing Board

Cesar Chavez Day **Resolution No. 18/19-0042**

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

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

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

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

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

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

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

PASSED AND ADOPTED this 14th day of March, 2019 at a regular meeting of the Governing Board of the San Ysidro School District.

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: March 14, 2019

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING OF REVISED BOARD BYLAWS – 9000 SERIES

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

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

RECOMMENDATION:
Approve first reading of revised Board Bylaws – 9000 series.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 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

FIRST READING OF REVISED BOARD BYLAWS - 9000 SERIES

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

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

Bylaw
adopted:

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

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

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

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

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

Bylaw adopted:

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

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

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

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

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:

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

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 be

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

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

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 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

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 UNIFIED 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

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

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

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

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

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 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 transmitting 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

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)

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

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

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

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

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

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

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

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. The 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.

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

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 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

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)

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 [illegible] 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

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

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;

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, 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

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 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. 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, 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 solely to determine 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

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

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)

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 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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2019-2020 CLASSIFIED (10-MONTH – 209 DAY) WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2019-2020 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified (10-Month – 209 Day) Work Calendar for the 2019-2020 school year. This Classified (10-Month – 209 Day) Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:
Approve the 2019-2020 Classified (10-Month – 209 Day) Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
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	

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

2019-2020

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

209 Work Year

10 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
	1	3	4	6

Work Days	182
Holidays	17
Mandatory Vacation Days	10
Non-Work Days	53

Board Approved

M T W TH F	Student Days	Work Days	Holidays ▭	Vacation Days ○	Non-Wrk Days	Holidays
July, 2019						
1 2 3 [4] 5 8 9 10 11 12 [15] 16 [17] 18 19 22 23 24 25 26 29 30 31	8	10	1	0	12	7/4 - Independence Day - Legal Holiday
August, 2019						
1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	22	22	0	0	0	
September, 2019						
[2] 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30	14	14	1	0	6	9/2 - Labor Day - Legal Holiday 9/23 - 10/7 Student Fall Break
October, 2019						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	18	18	0	0	5	
November, 2019						
1 4 5 6 7 8 [11] 12 13 14 15 18 19 20 21 22 25 26 [27] [28] [29]	15	15	4	0	2	11/11 - Veteran's Day - Legal Holiday 11/27 - Admission Day - Legal Holiday 11/28 - Thanksgiving - Legal Holiday 11/29 - Thanksgiving - Local Holiday
December, 2019						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 [24] [25] 26 27 30 [31]	15	15	4	0	3	12/23 - 1/13 Student Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/30 - CSEA Floating Holiday 12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays ▭	Vacation Days ○	Non-Wrk Days	Holidays
January, 2020						
[1] [2] [3] (6) (7) (8) (9) (10) [13] 14 15 16 17 [20] 21 22 23 24 27 28 29 30 31	13	13	2	5	3	1/1 - New Year's Day - Legal Holiday 1/20 - Martin Luther King Jr. - Legal Holiday
February, 2020						
3 4 5 6 7 10 11 12 13 [14] [17] 18 19 20 21 24 25 26 27 28	18	18	2	0	0	2/14 - In lieu of A. Lincoln - Legal Holiday 2/17 - G. Washington - Legal Holiday
March, 2020						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 (23) (24) (25) (26) (27) [30] [31]	15	15	2	5	0	3/23 - 4/6 Student Spring Break 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2020						
[1] [2] [3] [6] 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	18	18	0	0	4	
May, 2020						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 [25] 26 27 28 29	20	20	1	0	0	5/25 - Memorial Day - Legal Holiday
June, 2020						
1 2 3 4 [5] [8] [9] [10] [11] [12] [15] [16] [17] [18] [19] [22] [23] [24] [25] [26] [29] [30]	4	4	0	0	18	

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3/11/19

CSEA 3/11/19

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2019-2020 CLASSIFIED (10-MONTH – 213 DAY) WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2019-2020 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified (10-Month – 213 Day) Work Calendar for the 2019-2020 school year. This Classified (10-Month – 213 Day) Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:
Approve the 2019-2020 Classified (10-Month – 213 Day) Work Calendar.

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

☐ **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 #

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

2019-2020

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

213 Work Year

10 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
	1	3	4	6

Work Days	186
Holidays	17
Mandatory Vacation Days	10
Non-Work Days	49

Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2019						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	8	11	1	0	11	7/4 - Independence Day - Legal Holiday
August, 2019						
1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	22	22	0	0	0	
September, 2019						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30	14	14	1	0	6	9/2 - Labor Day - Legal Holiday 9/23 - 10/7 Student Fall Break
October, 2019						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	18	18	0	0	5	
November, 2019						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	15	15	4	0	2	11/11 - Veteran's Day - Legal Holiday 11/27 - Admission Day - Legal Holiday 11/28 - Thanksgiving - Legal Holiday 11/29 - Thanksgiving - Local Holiday
December, 2019						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	15	15	4	0	3	12/23 - 1/13 Student Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/30 - CSEA Floating Holiday 12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2020						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	13	14	2	5	2	1/1 - New Year's Day - Legal Holiday 1/20 - Martin Luther King Jr. - Legal Holiday
February, 2020						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	18	18	2	0	0	2/14 - In lieu of A. Lincoln - Legal Holiday 2/17 - G. Washington - Legal Holiday
March, 2020						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	15	15	2	5	0	3/23 - 4/6 Student Spring Break 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2020						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	18	19	0	0	3	
May, 2020						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	20	20	1	0	0	5/25 - Memorial Day - Legal Holiday
June, 2020						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	4	5	0	0	17	

13.7

3/11/19

CSEA 3/11/19

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2019-2020 CLASSIFIED 11-MONTH WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2019-2020 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified 11-Month Work Calendar for the 2019-2020 school year. This Classified 11-Month Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:
Approve the 2019-2020 Classified 11-Month Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
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	

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

2019-2020

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

239 Work Year

11 Months

Work Days	222
Holidays	17
Mandatory Vacation Days	0
Non-Work Days	23

Additional Vacation Days with Approval

1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
11.5	14	15	17

Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2019						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	8	18	1	0	4	7/4 - Independence Day - Legal Holiday
August, 2019						
1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	22	22	0	0	0	
September, 2019						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30	14	15	1	0	5	9/2 - Labor Day - Legal Holiday 9/23 - 10/7 Student Fall Break
October, 2019						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	18	23	0	0	0	
November, 2019						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	15	15	4	0	2	11/11 - Veteran's Day - Legal Holiday 11/27 - Admission Day - Legal Holiday 11/28 - Thanksgiving - Legal Holiday 11/29 - Thanksgiving - Local Holiday
December, 2019						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	15	15	4	0	3	12/23 - 1/13 Student Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/30 - CSEA Floating Holiday 12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2020						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	13	19	2	0	2	1/1 - New Year's Day - Legal Holiday 1/20 - Martin Luther King Jr. - Legal Holiday
February, 2020						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	18	18	2	0	0	2/14 - In lieu of A. Lincoln - Legal Holiday 2/17 - G. Washington - Legal Holiday
March, 2020						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	15	20	2	0	0	3/23 - 4/6 Student Spring Break 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2020						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	18	19	0	0	3	
May, 2020						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	20	20	1	0	0	5/25 - Memorial Day - Legal Holiday
June, 2020						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	4	18	0	0	4	

13.8

3/11/19

CSEA 3/11/19

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2019-2020 CLASSIFIED 12-MONTH WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2019-2020 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified 12-Month Work Calendar for the 2019-2020 school year. This Classified 12-Month Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:
Approve the 2019-2020 Classified 12-Month Work Calendar.

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

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

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

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

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

Superintendent's Office Certification:

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

2019-2020

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

260 Work Year

12 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
	12	15	16	18

Work Days	243
Holidays	17
Mandatory Vacation Days	0
Non-Work Days	2

Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2019						
1 2 3 **4** **5**						7/4 - Independence Day - Legal Holiday
8 9 10 11 12						
15 16 17 18 19						
22 23 24 25 26						
29 30 31	8	21	1	0	1	
August, 2019						
1 2						
5 6 7 8 9						
12 13 14 15 16						
19 20 21 22 23						
26 27 28 29 30	22	22	0	0	0	
September, 2019						
2 3 4 5 6						9/2 - Labor Day - Legal Holiday
9 10 11 12 13						
16 17 18 19 20						
23 24 25 26 27						9/23 - 10/7 Student Fall Break
30	14	20	1	0	0	
October, 2019						
1 2 3 4						
7 8 9 10 11						
14 15 16 17 18						
21 22 23 24 25						
28 29 30 31	18	23	0	0	0	
November, 2019						
1						
4 5 6 7 8						11/11 - Veteran's Day - Legal Holiday
11 12 13 14 15						11/27 - Admission Day - Legal Holiday
18 19 20 21 22						11/28 - Thanksgiving - Legal Holiday
25 26 **27** **28** **29**	15	17	4	0	0	11/29 - Thanksgiving - Local Holiday
December, 2019						
2 3 4 5 6						12/23 - 1/13 Student Winter Break
9 10 11 12 13						12/24 - Christmas Eve - Legal Holiday
16 17 18 19 20						12/25 - Christmas Day - Legal Holiday
23 **24** **25** 26 27						12/30 - CSEA Floating Holiday
30 **31**	15	17	4	0	1	12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2020						
1 2 3						1/1 - New Year's Day - Legal Holiday
6 7 8 9 10						
13 14 15 16 17						
20 21 22 23 24						1/20 - Martin Luther King Jr. - Legal Holiday
27 28 29 30 31	13	21	2	0	0	
February, 2020						
3 4 5 6 7						
10 11 12 13 **14**						2/14 - In lieu of A. Lincoln - Legal Holiday
17 18 19 20 21						2/17 - G. Washington - Legal Holiday
24 25 26 27 28	18	18	2	0	0	
March, 2020						
2 3 4 5 6						
9 10 11 12 13						
16 17 18 19 20						3/23 - 4/6 Student Spring Break
23 24 25 26 27						3/30 - Spring Holiday
30 **31**	15	20	2	0	0	3/31 - Cesar Chavez - Local Holiday
April, 2020						
1 2 3						
6 7 8 9 10						
13 14 15 16 17						
20 21 22 23 24						
27 28 29 30	18	22	0	0	0	
May, 2020						
1						
4 5 6 7 8						
11 12 13 14 15						
18 19 20 21 22						
25 26 27 28 29	20	20	1	0	0	5/25 - Memorial Day - Legal Holiday
June, 2020						
1 2 3 4 5						
8 9 10 11 12						
15 16 17 18 19						
22 23 24 25 26						
29 30	4	22	0	0	0	

3/11/19

CSEA 3/11/19

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2020-2021 CLASSIFIED (10-MONTH – 209 DAY) WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2020-2021 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified (10-Month – 209 Day) Work Calendar for the 2020-2021 school year. This Classified (10-Month – 209 Day) Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:
Approve the 2020-2021 Classified (10-Month – 209 Day) Work Calendar.

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

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

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

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

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

Superintendent's Office Certification:

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

2020-2021

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

209 Work Year

10 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
	1	3	4	6

Work Days	182
Holidays	17
Mandatory Vacation Days	10
Non-Work Days	52

Board Approved

M T W TH F	Student Days	Work Days	Holidays ▭	Vacation Days ○	Non-Wrk Days	Holidays
July 2020						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	10	12	1	0	10	7/3 - In lieu of Independence Day - Legal Holiday
August, 2020						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	21	21	0	0	0	
September, 2020						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	13	13	1	0	8	9/7 - Labor Day - Legal Holiday 9/21 - 10/5 Student Fall Break
October, 2020						
1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	19	19	0	0	3	
November, 2020						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30	15	15	4	0	2	11/11 - Veteran's Day - Legal Holiday 11/25 - Admission Day - Legal Holiday 11/26 - Thanksgiving - Legal Holiday 11/27 - Thanksgiving - Local Holiday
December, 2020						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	14	14	4	0	5	12/21 - 1/11 Student Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/30 - CSEA Floating Holiday 12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays ▭	Vacation Days ○	Non-Wrk Days	Holidays
January, 2021						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	13	13	2	5	1	1/1 - New Year's Day - Legal Holiday 1/18 - Martin Luther King Jr - Legal Holiday
February, 2021						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26	18	18	2	0	0	2/12 - A. Lincoln - Legal Holiday 2/15 - G. Washington - Legal Holiday
March, 2021						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	15	15	2	5	1	3/22 - 4/5 Student Spring Break 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2021						
1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	19	19	0	0	3	
May, 2021						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	20	20	1	0	0	5/31 - Memorial Day - Legal Holiday
June, 2021						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	3	3	0	0	19	

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3/11/19

CSEA 3/11/19

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2020-2021 CLASSIFIED (10-MONTH – 213 DAY) WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2020-2021 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified (10-Month – 213 Day) Work Calendar for the 2020-2021 school year. This Classified (10-Month – 213 Day) Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:
Approve the 2020-2021 Classified (10-Month – 213 Day) Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
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	

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

2020-2021

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

213 Work Year

10 Months

Work Days	186
Holidays	17
Mandatory Vacation Days	10
Non-Work Days	48

Additional Vacation Days with Approval

1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
1	3	4	6

Board Approved

M T W TH F	Student Days	Work Days	Holidays ▭	Vacation Days ◯	Non-Wrk Days	Holidays
July 2020						
[1] 2 [3] 6 7 [8] [9] [10] [13] [14] 15 16 17 20 21 22 23 24 27 28 29 30 31	10	13	1	0	9	7/3 - In lieu of Independence Day - Legal Holiday
August, 2020						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	21	21	0	0	0	
September, 2020						
1 2 3 4 [7] 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	13	13	1	0	8	9/7 - Labor Day - Legal Holiday 9/21 - 10/5 Student Fall Break
October, 2020						
[1] [2] 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	19	19	0	0	3	
November, 2020						
2 3 4 5 6 9 10 [11] 12 13 16 17 18 19 20 23 24 [25] [26] [27] 30	15	15	4	0	2	11/11 - Veteran's Day - Legal Holiday 11/25 - Admission Day - Legal Holiday 11/26 - Thanksgiving - Legal Holiday 11/27 - Thanksgiving - Local Holiday
December, 2020						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 [24] [25] 28 29 [30] [31]	14	14	4	0	5	12/21 - 1/11 Student Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/30 - CSEA Floating Holiday 12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays ▭	Vacation Days ◯	Non-Wrk Days	Holidays
January, 2021						
[1] (4) (5) (6) (7) (8) 11 12 13 14 15 [18] 19 20 21 22 25 26 27 28 29	13	14	2	5	0	1/1 - New Year's Day - Legal Holiday 1/18 - Martin Luther King Jr - Legal Holiday
February, 2021						
1 2 3 4 5 8 9 10 11 [12] [15] 16 17 18 19 22 23 24 25 26	18	18	2	0	0	2/12 - A. Lincoln - Legal Holiday 2/15 - G. Washington - Legal Holiday
March, 2021						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 (22) (23) (24) (25) (26) 29 [30] [31]	15	15	2	5	1	3/22 - 4/5 Student Spring Break 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2021						
[1] [2] 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	19	20	0	0	2	
May, 2021						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 [31]	20	20	1	0	0	5/31 - Memorial Day - Legal Holiday
June, 2021						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	3	4	0	0	18	

3/11/19

CSEA 3/11/19

13.11

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2020-2021 CLASSIFIED 11-MONTH WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2020-2021 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified 11-Month Work Calendar for the 2020-2021 school year. This Classified 11-Month Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:
Approve the 2020-2021 Classified 11-Month Work Calendar.

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

☐ **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 #

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

2020-2021

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

239 Work Year

11 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
	11.5	14	15	17

Work Days	222
Holidays	17
Mandatory Vacation Days	0
Non-Work Days	22

Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2020						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	10	18	1	0	4	7/3 - In lieu of Independence Day - Legal Holiday
August, 2020						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	21	21	0	0	0	
September, 2020						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	13	16	1	0	5	9/7 - Labor Day - Legal Holiday 9/21 - 10/5 Student Fall Break
October, 2020						
1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	19	22	0	0	0	
November, 2020						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30	15	15	4	0	2	11/11 - Veteran's Day - Legal Holiday 11/25 - Admission Day - Legal Holiday 11/26 - Thanksgiving - Legal Holiday 11/27 - Thanksgiving - Local Holiday
December, 2020						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	14	14	4	0	5	12/21 - 1/11 Student Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/30 - CSEA Floating Holiday 12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2021						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	13	19	2	0	0	1/1 - New Year's Day - Legal Holiday 1/18 - Martin Luther King Jr - Legal Holiday
February, 2021						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26	18	18	2	0	0	2/12 - A Lincoln - Legal Holiday 2/15 - G. Washington - Legal Holiday
March, 2021						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	15	20	2	0	1	3/22 - 4/5 Student Spring Break 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2021						
1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	19	20	0	0	2	
May, 2021						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	20	20	1	0	0	5/31 - Memorial Day - Legal Holiday
June, 2021						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	3	19	0	0	3	

3/11/19

3/11/19

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2020-2021 CLASSIFIED 12-MONTH WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2020-2021 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified 12-Month Work Calendar for the 2020-2021 school year. This Classified 12-Month Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:
Approve the 2020-2021 Classified 12-Month Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
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	

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

2020-2021

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

260 Work Year

12 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
	12	15	16	18

Work Days	243
Holidays	17
Mandatory Vacation Days	0
Non-Work Days	1

Board Approved

M T W TH F	Student Days	Work Days	Holidays ▭	Vacation Days ◯	Non-Wrk Days	Holidays
July, 2020						
1 2 [3] / 6 7 8 9 10 / 13 14 15 16 17 / 20 21 22 23 24 / 27 28 29 30 31	10	22	1	0	0	7/3 - In lieu of Independence Day - Legal Holiday
August, 2020						
3 4 5 6 7 / 10 11 12 13 14 / 17 18 19 20 21 / 24 25 26 27 28 / 31	21	21	0	0	0	
September, 2020						
1 2 3 4 / [7] 8 9 10 11 / 14 15 16 17 18 / 21 22 23 24 25 / 28 29 30	13	21	1	0	0	9/7 - Labor Day - Legal Holiday 9/21 - 10/5 Student Fall Break
October, 2020						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	19	22	0	0	0	
November, 2020						
2 3 4 5 6 / 9 10 [11] 12 13 / 16 17 18 19 20 / 23 24 [25] [26] [27] / 30	15	17	4	0	0	11/11 - Veteran's Day - Legal Holiday 11/25 - Admission Day - Legal Holiday 11/26 - Thanksgiving - Legal Holiday 11/27 - Thanksgiving - Local Holiday
December, 2020						
1 2 3 4 / 7 8 9 10 11 / 14 15 16 17 18 / 21 22 23 [24] [25] / 28 29 [30] [31]	14	19	4	0	0	12/21 - 1/11 Student Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/30 - CSEA Floating Holiday 12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays ▭	Vacation Days ◯	Non-Wrk Days	Holidays
January, 2021						
[1] / 4 5 6 7 8 / 11 12 13 14 15 / [18] 19 20 21 22 / 25 26 27 28 29	13	19	2	0	0	1/1 - New Year's Day - Legal Holiday 1/18 - Martin Luther King Jr. - Legal Holiday
February, 2021						
1 2 3 4 5 / 8 9 10 11 [12] / [15] 16 17 18 19 / 22 23 24 25 26	18	18	2	0	0	2/12 - A. Lincoln - Legal Holiday 2/15 - G. Washington - Legal Holiday
March, 2021						
1 2 3 4 5 / 8 9 10 11 12 / 15 16 17 18 19 / 22 23 24 25 26 / [29] [30] [31]	15	20	2	0	1	3/22 - 4/5 Student Spring Break 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2021						
1 2 / 5 6 7 8 9 / 12 13 14 15 16 / 19 20 21 22 23 / 26 27 28 29 30	19	22	0	0	0	
May, 2021						
3 4 5 6 7 / 10 11 12 13 14 / 17 18 19 20 21 / 24 25 26 27 28 / [31]	20	20	1	0	0	5/31 - Memorial Day - Legal Holiday
June, 2021						
1 2 3 4 / 7 8 9 10 11 / 14 15 16 17 18 / 21 22 23 24 25 / 28 29 30	3	22	0	0	0	

3/11/19

13 CSEA 3/11/19

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2019-2020 CERTIFICATED WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2019-2020 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Certificated Work Calendar for the 2019-2020 school year. This Certificated Work Calendar is the result of negotiations between the District and the San Ysidro Education Association (SYEA).

RECOMMENDATION:
Approve the 2019-2020 Certificated Work Calendar.

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

☐ **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 #

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

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

2019 SAN YSIDRO SCHOOL DISTRICT CERTIFICATED WORK CALENDAR 2020

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July 2019	1	2	3	4	5			7/4 - Independence Day - Legal Holiday	
	8	9	10	11	12			7/17 - Staff Development	
	15	16	17△	18	19			7/18 - AM Staff Dev. - PM Teacher Prep	
	22◇	23	24	25	26			7/19 - Teacher Prep	Tch. Prep/Individual Planning
	29	30	31			8	11	7/22 - First Day for Students	
August 2019				1	2○				Staff Mtg./Principal Directed
	5	6	7	8	9○				Grade Level/Teacher Collaboration
	12	13	14	15	16○				CCSS PLC/Principal Directed
	19	20	21	22	23○				Tch. Prep/Individual Planning
	26	27	28	29	30○	22	22		Staff Mtg./Principal Directed
September 2019	2	3	4	5	6○			9/2 - Labor Day - Legal Holiday	Grade Level/Teacher Collaboration
	9	10	11	12	13○				Tch. Prep/Individual Planning
	16	17	18	19	20○				Staff Mtg./Principal Directed
	23	24	25	26	27			9/23 - 10/7 Fall Break	
	30					14	14		
October 2019		1	2	3	4				
	7	8	9	10	11○				Grade Level/Teacher Collaboration
	14	15	16	17	18○				Tch. Prep/Individual Planning
	21	22	23	24	25○			10/25 - End of first triemester (58 days)	Staff Mtg./Principal Directed
	28	29	30	31		18	18		
November 2019					1○				Grade Level/Teacher Collaboration
	4○	5○	6○	7○	8○			11/4 - 11/8 - Parent Conferences	
	11	12	13	14	15○			11/11 - Veteran's Day - Legal Holiday	Staff Mtg./Principal Directed
	18	19	20	21	22○			11/28 - Thanksgiving Legal	Tch. Prep/Individual Planning
	25	26	27	28	29	15	15	11/29 - Local Holiday	
December 2019	2	3	4	5	6○				Grade Level/Teacher Collaboration
	9	10	11	12	13○				Tch. Prep/Individual Planning
	16	17	18	19	20○			12/23 - 1/10 Winter Break	Staff Mtg./Principal Directed
	23	24	25	26	27			12/24 - 12/25 Declared and Legal Holidays	
	30	31				15	15	12/31 - Declared Holiday	
January 2020			1	2	3			1/1 - New Year's Day - Legal Holiday	
	6	7	8	9	10			1/13 - AM Staff Dev. - PM Teacher Prep	
	13△	14	15	16	17○			1/14 - Students Return	Grade Level/Teacher Collaboration
	20	21	22	23	24○			1/20 - Martin Luther King Jr. - Legal Holiday	Tch. Prep/Individual Planning
	27	28	29	30	31○	13	14		Staff Mtg./Principal Directed
February 2020	3	4	5	6	7○				Grade Level/Teacher Collaboration
	10	11	12	13	14			2/14 - In lieu of Lincoln Day - Legal Holiday	
	17	18	19	20	21○			2/17 - Washington Day - Legal Holiday	Tch. Prep/Individual Planning
	24	25	26	27	28○			2/21 - End of second trimester (60 days)	Staff Mtg./Principal Directed
						18	18		
March 2020	2○	3○	4○	5○	6○			3/2 - 3/6 - Parent Conferences	
	9	10	11	12	13○				Tch. Prep/Individual Planning
	16	17	18	19	20○				Staff Mtg./Principal Directed
	23	24	25	26	27			3/23 - 4/3 Spring Break	
	30	31				15	15	3/30 - In lieu of Cesar Chavez - Observed Holiday	
April 2020			1	2	3				
	6△	7	8	9	10○			4/6 - AM Staff Dev. - PM Teacher Prep	Grade Level/Teacher Collaboration
	13	14	15	16	17○			4/7 - Students Return	Tch. Prep/Individual Planning
	20	21	22	23	24○				Staff Mtg./Principal Directed
	27	28	29	30		18	19		
May 2020					1○				Grade Level/Teacher Collaboration
	4	5	6	7	8○				Tch. Prep/Individual Planning
	11	12	13	14	15○				Staff Mtg./Principal Directed
	18	19	20	21	22○				CCSS PLC/Principal Directed
	25	26	27	28	29○	20	20	5/25 - Memorial Day - Legal Holiday	Tch. Prep/Individual Planning
June 2020	1○	2○	3○	4◇	5○			6/4 - End of third trimester (62 days)	
	8	9	10	11	12			6/4 - Last Day for Students	
	15	16	17	18	19			6/5 - AM Staff Dev. - PM Teacher Prep	
	22	23	24	25	26				
	29	30				4	5		13.14
						180	186		

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

School Closed

End of Trimester Elementary △ Pupil free day (tentative-may be altered as result of labor negotiations)

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA: G. Sander SYSD:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2020-2021 CERTIFICATED WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2020-2021 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Certificated Work Calendar for the 2020-2021 school year. This Certificated Work Calendar is the result of negotiations between the District and the San Ysidro Education Association (SYEA).

RECOMMENDATION:
Approve the 2020-2021 Certificated Work Calendar.

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

☐ **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 #:

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

2020 SAN YSIDRO SCHOOL DISTRICT CERTIFICATED WORK CALENDAR 2021

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July 2020			1	2	3			7/3 - In lieu of Independence Day - Legal Holiday	
	6	7	8	9	10			7/15 - Staff Development	
	13	14	15△	16△	17△			7/16 - AM Staff Dev. - PM Teacher Prep	
	20◇	21	22	23	24			7/17 - Teacher Prep	Staff Mtg./Principal Directed
	27	28	29	30	31	10	13	7/20 - First Day for Students	Tch. Prep/Individual Planning
August 2020	3	4	5	6	7				Grade Level/Teacher Collaboration
	10	11	12	13	14				Tch. Prep/Individual Planning
	17	18	19	20	21				Staff Mtg./Principal Directed
	24	25	26	27	28				CCSS PLC/Principal Directed
	31					21	21		
September 2020		1	2	3	4			9/7 - Labor Day - Legal Holiday	Grade Level/Teacher Collaboration
	7	8	9	10	11				Tch. Prep/Individual Planning
	14	15	16	17	18				Staff Mtg./Principal Directed
	21	22	23	24	25			9/21 - 10/5 Fall Break	
	28	29	30			13	13		
October 2020				1	2				
	5	6	7	8	9				Grade Level/Teacher Collaboration
	12	13	14	15	16				Tch. Prep/Individual Planning
	19	20	21	22	23			10/23 - End of first triemester (58 days)	Staff Mtg./Principal Directed
	26	27	28	29	30	19	19		CCSS PLC/Principal Directed
November 2020	2	3	4	5	6			11/2 - 11/6 - Parent Conferences	
	9	10	11	12	13			11/11 - Veteran's Day - Legal Holiday	Staff Mtg./Principal Directed
	16	17	18	19	20				Tch. Prep/Individual Planning
	23	24	25	26	27			11/26 - Thanksgiving Legal	
	30					15	15	11/27 - Local Holiday	
December 2020		1	2	3	4				Grade Level/Teacher Collaboration
	7	8	9	10	11				Tch. Prep/Individual Planning
	14	15	16	17	18			12/21 - 1/8 Winter Break	Staff Mtg./Principal Directed
	21	22	23	24	25			12/24 - 12/25 Declared and Legal Holidays	
	28	29	30	31		14	14	12/31 - Declared Holiday	
January 2021					1			1/1 - New Year's Day - Legal Holiday	
	4	5	6	7	8			1/11 - AM Staff Dev. - PM Teacher Prep	
	11△	12	13	14	15			1/12 - Students Return	Grade Level/Teacher Collaboration
	18	19	20	21	22			1/18 - Martin Luther King Jr. - Legal Holiday	Tch. Prep/Individual Planning
	25	26	27	28	29	13	14		Staff Mtg./Principal Directed
February 2021	1	2	3	4	5				Grade Level/Teacher Collaboration
	8	9	10	11	12			2/12 - Lincoln Day - Legal Holiday	
	15	16	17	18	19			2/15 - Washington Day - Legal Holiday	Tch. Prep/Individual Planning
	22	23	24	25	26			2/19 - End of second trimester (60 days)	Staff Mtg./Principal Directed
						18	18		
March 2021	1	2	3	4	5			3/1 - 3/5 - Parent Conferences	
	8	9	10	11	12				Tch. Prep/Individual Planning
	15	16	17	18	19				Staff Mtg./Principal Directed
	22	23	24	25	26			3/22 - 4/2 Spring Break	
	29	30	31			15	15	3/29 - In lieu of Cesar Chavez - Observed Holiday	
April 2021				1	2				
	5△	6	7	8	9			4/5 - AM Staff Dev. - PM Teacher Prep	Grade Level/Teacher Collaboration
	12	13	14	15	16			4/6 - Students Return	Tch. Prep/Individual Planning
	19	20	21	22	23				Staff Mtg./Principal Directed
	26	27	28	29	30	19	20		CCSS PLC/Principal Directed
May 2021	3	4	5	6	7				Grade Level/Teacher Collaboration
	10	11	12	13	14				Tch. Prep/Individual Planning
	17	18	19	20	21				Staff Mtg./Principal Directed
	24	25	26	27	28				CCSS PLC/Principal Directed
	31					20	20	5/31 - Memorial Day - Legal Holiday	
June 2021		1	2	3◇	4			6/3 - End of third trimester (62 days)	
	7	8	9	10	11			6/3 - Last Day for Students	
	14	15	16	17	18			6/4 - AM Staff Dev. - PM Teacher Prep	
	21	22	23	24	25				
	28	29	30			3	4		
						180	186		

13.15

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

End of Trimester Elementary △ Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA: G. Sandoval SYSD:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #154 FOR PATHWAYS EXTENDED LEARNING PROGRAM

BACKGROUND INFORMATION:
Administration recommends approval/ratification of the attached Memorandum of Understanding between the San Ysidro School District and the California School Employees Association and its Chapter #154 for the Pathways Extended Learning Program in order to clarify and compensate all unit members equitably.

RECOMMENDATION:
Approve/ratify Memorandum of Understanding between the San Ysidro School District and the California School Employees Association and its Chapter #154 for SYSD Pathways stipend signed on March 7, 2019.

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

☐ **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 (Amount)	LCAP/Supplemental (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

Memorandum of Understanding
Between
San Ysidro School District
And
California School Employees Association
And its Chapter #154
March 7, 2019

San Ysidro School District Pathways Program

The weekly stipend of $160 agreed to in the Pathways Program MOU dated October 25, 2018 was intended to be for a 4 hour work week. Due to changes in the Pathways Program, some bargaining unit members work 2 hours per week. In order to pay all unit members equally, we hereby mutually agree to the following:

1. This Memorandum of Understanding (MOU) supersedes the Pathways Program MOU dated October 25, 2018.
2. A weekly stipend equivalent to $40 per hour shall be paid to any bargaining unit member who participates in the SYSD Pathways Program.
3. The stipend shall be paid at the end of month following the completion of each session.
4. The Pathways stipend shall be paid based on the timecards submitted by the unit member for their participation in the Pathways Program.
5. This MOU shall remain in effect throughout the duration of the Pathways program or until mutually agreed by both parties.

District

CSEA

CSEA

4350 Otay Mesa Road San Ysidro, CA 92173

(619) 428-4476 Ext. 3012 • Fax (619) 662-1823 • daniel.zummo@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information, a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

Curriculum & Instruction

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: FIELD TRIP TO THE SCIENCE EXPO DAY AT PETCO PARK - AMENDED

BACKGROUND INFORMATION:
The Coordinator of Full Services Community Schools, Expanded Learning Program and Attendance is requesting approval for students and families from Willow School to participate in the Science Expo Day, which will take place on March 2, 2019 at Petco Park in San Diego from 10:00 a.m. - 5:00 p.m.

The San Diego Festival of Science & Engineering kicks off with its largest event Expo Day, a daylong celebration at Petco Park. The Expo Day is the Festival's signature event, with more than 130 local businesses, corporations, and organizations providing interactive, hands-on science, technology, engineering and math exhibits and activities to budding K-12 science lovers. Students, families, and young professionals were invited to join this Expo to ignite their passion for STEM education.

Due to the great success of this event, the number of participating students doubled. The Principal from Willow School will be covering the cost of a second bus to transport students and their families.

RECOMMENDATION:
Ratify the amendment of the Science Expo Day at Petco Park for students and families from Willow School to include the cost of an additional bus. Event took place on March 2, 2019 at the cost of $664.00 from the site General Fund.

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	
$664.00 (Amount)	Site General Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

14C.1
Page 1 of 1

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

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: NON-VIOLENT CRISIS PREVENTION INTERVENTION ANNUAL MEMBERSHIP

BACKGROUND INFORMATION:

Non-violent Crisis Prevention Intervention (CPI) is an international training organization committed to best practices and safe behavior management methods that focus on prevention. Through a variety of specialized offerings and innovative resources, CPI educates and empowers professionals to create safe and respectful work environments. This enables professionals to enrich not only their own lives, but also the lives of the individuals they serve.

To continue to provide with Non-Violent Crisis Prevention Intervention training to staff, San Ysidro School District must renew its membership annually.

Annual Renewal Membership Fee: $150.00

RECOMMENDATION:

Ratify the San Ysidro School District's Non-Violent Crisis Prevention Intervention Annual Renewal Membership at the cost of $150.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1 – Student Achievement, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc.) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

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

$150.00	Special Education Fund	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification

14C.2
Page 1 of 1

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - MARCH

BACKGROUND INFORMATION:

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the March 14, 2019 Board meeting:

- School Facilities & the CBO: Finance & Legal Aspects of Facility Programs
- Understanding RFP & Bidding Processes
- Positive Behavioral Interventions & Supports Teacher Academy
- PSW and XBASS Program
- PSW and Dyslexia
- LCAP Writing Sessions
- Integrated Pest Management for School Facilities
- CSBA Masters in Governance (MIG Course, MIG Course 2, MIG Course 3, MIG Course 4 and MIG Course 5)
- UCS Leadership Training

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		
$11,122.40	General & Title I 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 14C.3**

Approve/Ratify the attendance and participation of District staff to the different professional developments, as scheduled.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Paulo Azevedo	School Facilities & the CBO: Finance & Legal Aspects of Facility Programs	Long Beach	March 22, 2019	$445.00	General Fund
Paulo Azevedo	Understanding RFP & Bidding Processes	SDCOE, North County	March 29, 2019	$570.00	General Fund
Ileana Cornejo, Michael Direen, Ana Garcia, Carla Garcia, Veronica Hernandez	Positive Behavioral Interventions & Supports Teacher Academy	SDCOE	March 15, 2019 April 30, 2019 May 17, 2019	$2,442.40	Title I Fund
Psychologists/Social Workers (TBD)	PSW and the XBASS Program	SCREC	April 3, 2019	$0	No Cost
Psychologists/Social Workers (TBD)	PSW and Dyslexia	SCREC	March 21, 2019	$0	No Cost
Manuela Colom, Marilyn Adrianzen, Kelli Hay, Cynthia Gonzalez	LCAP Writing Sessions	SCREC, SDCOE	April 19, 2019 May 8, 2019	$0	No Cost
Daniel Camberos, Moises Camberos, Ernesto Marquez, Susana Anaya, Gianfranco Fimbres, Jorge Alvarez	Integrated Pest Management for School Facilities	El Centro, CA	April 18, 2019	$150.00	General Fund
Gina A. Potter, Irene Lopez, Humberto Gurmilan, Rudy Lopez, Rosaleah Pallasigue	CSBA Masters in Governance (MIG Course, MIG Course 2, MIG Course 3, MIG Course 4 and MIG Course 5)	SDCOE	September 6, 2019 September 7, 2019 October 18, 2019 October 19, 2019 October 26, 2019	$7,475.00	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Consuelo Carranza, Cynthia Mosqueda, Christopher Brown, Irene Herrera	USD Leadership Training	San Diego	March 2, 2019	$40.00	Title I Fund

Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 14, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL:
☐ 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 #8 (February 4, 2019 through March 4, 2019): ▪ General Fund: 0000004497-0000004505, 0000004507-0000004517, 0000004519-0000004547, 0000004551-0000004575, 0000004577-0000004579, 0000004581-0000004582 ▪ Child Development Fund: 0000004580 ▪ Capital Facilities Fund: 0000004506 ▪ Capital Projects Fund: 0000004576.

RECOMMENDATION:
Ratify the following purchase orders incurred by the District during the period of February 4, 2019 through March 4, 2019.

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	
Varies (Amount)	As listed above (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

PURCHASING REPORT

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004497	2/4/2019	0000000541	AARDVARK ANT & PEST CONTROL INC.	CONTRACTED SERVICES	0100	0000000	5600005	069	5,000.00
0000004498	2/5/2019	0000000556	NEXON CORPORATION	CONTRACTED SERVICES - SYMS Flooring	0100	8150000	5600005	070	9,924.00
0000004499	2/6/2019	004571	DOMTAR PAPER CO. LLC	OFFICE SUPPLIES	0100	0000000	4300001	024	3,813.00
0000004500	2/6/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	1,112.18
0000004501	2/6/2019	002772	SCHOLASTIC BOOK FAIR	INSTRUCTIONAL SUPPLIES	0100	0300025	4300001	025	1,382.65
0000004502	2/6/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	345.92
0000004503	2/6/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	020	1,493.97
0000004504	2/6/2019	0000000245	OFFICESUPPLY.COM	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	1,227.83
0000004505	2/7/2019	0000000078	VECTOR USA	OFFICE SUPPLIES	0100	0000000	4400000	067	2,008.22
0000004507	2/8/2019	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	2,117.45
0000004508	2/8/2019	004827	KIDSCARPET.COM	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	484.86
0000004509	2/8/2019	001725	SPINITAR/PRESENTATION PRODUCTS	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	323.09
0000004510	2/8/2019	003410	ALPHA SMOG STATION	CONTRACTED SERVICES	0100	8150000	5600005	070	288.25
0000004511	2/8/2019	00069A	CITY TREASURER	PERMIT FEES	0100	8150000	5800006	070	310.00
0000004512	2/8/2019	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	0100	0000000	4300015	064	500.00
0000004513	2/8/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	8150000	4300011	070	515.38
0000004514	2/8/2019	0000000565	FIX MY BLINDS INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	239.88
0000004515	2/8/2019	0000000187	STEVEN V. BERRY	OFFICE SUPPLIES	0100	0000000	4300000	010	2,133.46
0000004516	2/11/2019	0000000390	DANNIS WOLIVER KELLEY	PROFESSIONAL SERVICES	0100	0000000	5800150	054	5,602.50
0000004517	2/11/2019	004056	OPTIMUM FLOORCARE	MAINTENANCE SUPPLIES	0100	0000000	4300020	025	1,000.00
0000004519	2/11/2019	003598	BJ'S RENTALS, INC.	CONTRACTED SERV. Open PO generators	0100	8150000	5600000	010	20,000.00
0000004520	2/11/2019	0000000575	WEST COAST AIR	CONTRACTED SERVICES	0100	8150000	5600005	070	5,913.00
0000004521	2/11/2019	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	5800010	067	2,163.24
0000004522	2/11/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	012	308.14
0000004523	2/11/2019	000506	DION INTERNATIONAL TRUCK INC.	TRANSPORTATION SERVICES	0100	0982000	5600005	074	1,323.80
0000004524	2/11/2019	0000000443	DAILY JOURNAL CORPORATION	PROFESSIONAL SERVICES	0100	0000000	5800010	067	67.64
0000004525	2/11/2019	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	5800002	063	1,126.97
0000004526	2/12/2019	000348	FLEET SERVICES INC.	CONTRACTED SERVICES	0100	0982000	4300023	074	2,064.04
0000004527	2/12/2019	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	5600005	070	1,010.00
0000004528	2/12/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	071	143.64
0000004529	2/12/2019	004701	TUCOR INC	CONTRACTED SERVICES	0100	0000000	5600005	069	620.00
0000004530	2/12/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	018	406.54
0000004531	2/12/2019	001178	SAN DIEGO COUNTY	REGISTRATION FEE	0100	0000001	5200003	061	125.00
0000004532	2/12/2019	0000000255	KELLY PAPER	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	264.78
0000004533	2/13/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	405.22
0000004534	2/13/2019	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300015	022	300.00
0000004535	2/13/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	022	5,736.16
0000004536	2/13/2019	0000000292	WINET PATRICK GAYER CREIGHTON	LEGAL FEES	0100	0000000	5800002	071	15,000.00
0000004537	2/13/2019	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	5200003	025	125.00
0000004538	2/14/2019	003649	SAN DIEGO COUNTY VECTOR	CONTRACTED SERVICES	0100	8150000	5600005	070	111.02
0000004539	2/19/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	018	2,971.12
0000004540	2/19/2019	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300015	071	500.00
0000004541	2/19/2019	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES - Synergy	0100	0000000	5800010	067	25,011.00
0000004542	2/19/2019	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	4035000	5200003	061	540.00
0000004543	2/20/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	022	219.62
0000004544	2/20/2019	004864	DOUGLAS W SMITH	PROFESSIONAL SERVICES	0100	0982000	5600005	074	1,403.99

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PURCHASING REPORT

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004545	2/20/2019	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800200	062	3,154.40
0000004546	2/21/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	342.09
0000004547	2/21/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	016	3,506.66
0000004551	2/21/2019	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	4300011	061	517.19
0000004552	2/21/2019	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	1,653.98
0000004553	2/21/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	062	74.76
0000004554	2/21/2019	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	1,766.00
0000004555	2/21/2019	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	251.75
0000004556	2/21/2019	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0490000	4300010	052	249.32
0000004557	2/21/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	477.34
0000004558	2/22/2019	0000000578	MARGARET CLAIRE PERKINS	PROFESSIONAL SERVICES	0100	6500000	5800010	054	1,500.00
0000004559	2/22/2019	001012	CDW GOVERNMENT LLC	TECHNOLOGY EQUIPMENT	0100	0000001	4400000	061	11,830.95
0000004560	2/22/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4400000	016	244.04
0000004561	2/22/2019	004906	AHLEE BACKFLOW SERVICE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	3,225.92
0000004562	2/22/2019	002102	A-Z BUS SALES, INC.	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	1,616.40
0000004563	2/22/2019	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300001	016	193.96
0000004564	2/25/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	232.71
0000004565	2/25/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	016	275.78
0000004566	2/25/2019	001178	SAN DIEGO COUNTY	REGISTRATION FEE	0100	5630000	5200003	061	85.00
0000004567	2/25/2019	004913	ENVIROMATRIX ANALYTICAL, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	199.00
0000004568	2/25/2019	001425	STATE WATER RESOURCES	CONTRACTED SERVICES	0100	8150000	5600005	070	1,400.00
0000004569	2/25/2019	0000000581	WENGER & ASSOCIATES, LLC	CONTRACTED SERVICES	0100	0000000	5800010	071	185.00
0000004570	2/25/2019	000136	WAXIE SANITARY SUPPLY	MAINTENANCE SUPPLIES	0100	0000000	4300020	069	52.26
0000004571	2/25/2019	001980	LOS ANGELES FREIGHTLINER	CONTRACTED SERVICES	0100	0982000	5600005	074	4,663.09
0000004572	2/25/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	885.49
0000004573	2/25/2019	001012	CDW GOVERNMENT LLC	OFFICE SUPPLIES	0100	0490000	4300011	054	516.12
0000004574	2/25/2019	0000000393	NAUMANN HOBBS MATERIAL	MAINTENANCE SUPPLIES	0100	0000000	5600005	069	2,000.00
0000004575	2/25/2019	0000000577	DETOUR	REGISTRATION FEES	0100	4035000	5200003	061	464.94
0000004577	2/26/2019	0000000583	THEODORE ROBINS FORD	TRANSPORTATION EQUIP. Van	0100	0982000	6400000	074	28,871.49
0000004578	2/27/2019	002102	A-Z BUS SALES, INC.	CONTRACTED SERVICES - Bus Rental	0100	0982000	5600003	074	15,000.00
0000004579	2/27/2019	0000000584	UNITED FASTENER, INC.	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	2,000.00
0000004581	3/4/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	012	7,413.65
0000004582	3/4/2019	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	4035000	5200003	061	3,600.00
							Total for 0100		**226,131.85**
0000004580	2/27/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	1,357.99
							Total for 1200		**1,357.99**
0000004506	2/7/2019	0000000573	BETTER HOMES IN SAN YSDIRO, LLC	CONTRACTED SERVICES	2518	9010000	5800010	010	1,929.34
							Total for 2518		**1,929.34**
0000004576	2/26/2019	0000000371	U.S. BANK	PROFESSIONAL SERVICES	4901	9010000	5800010	010	10,000.00
							Total for 4901		**10,000.00**
							Grand Total		**239,419.18**

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 14, 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 February 07, 2019 through March 04, 2019 with checks #14-506829 through #14-515779 for a total expenditure of $722,873.64 from the following sources:

General Fund - $494,591.19
Child Development - $4,113.92
Child Nutrition - $113,079.19
Capital Facilities - $101,089.34
Capital Projects- $10,000.00

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of February 7, 2019 through March 4, 2019 for a total expenditure of $722,873.64.

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 #:

$722,873.64	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	Name	Payment Date	Amount	Fund	Description
14506829	SAN DIEGO GAS & ELECTRIC	2/7/2019	$ 12,230.01	0100	UTILITIES
14507947	ORANGE COUNTY DEPT. OF EDUCATION	2/11/2019	$ 136.01	0100	PROFESSIONAL SERVICES
14507948	AZTEC CONTAINER	2/11/2019	$ 2,424.36	0100	CONTRACTED SERVICES
14507949	KEENAN & ASSOCIATES	2/11/2019	$ 4,609.89	0100	PROFESSIONAL SERVICES
14507950	FLINN SCIENTIFIC, INC	2/11/2019	$ 3,081.85	0100	INSTRUCTIONAL SUPPLIES
14507951	D&D WILDLIFE HABITAT RESTORATION, INC.	2/11/2019	$ 575.00	0100	CONTRACTED SERVICES
14507952	ACCO BRANDS USA LLC	2/11/2019	$ 3,466.08	0100	OFFICE SUPPLIES
14507953	AARDVARK ANT & PEST CONTROL INC.	2/11/2019	$ 1,235.00	0100	CONTRACTED SERVICES
14507955	WELLNESS TOGETHER INC.	2/11/2019	$ 1,171.41	0100	REGISTRATION FEE
14507956	MODERN TEACHER LLC	2/11/2019	$ 945.00	0100	REGISTRATION FEE
14507957	WAXIE SANITARY SUPPLY	2/11/2019	$ 13,569.84	0100	CUSTODIAL SUPPLIES
14507958	GRAINGER	2/11/2019	$ 1,355.35	0100	MAINTENANCE SUPPLIES
14507959	DUNN-EDWARDS CORP.	2/11/2019	$ 1,197.86	0100	MAINTENANCE SUPPLIES
14507960	HAWTHORNE MACHINERY	2/11/2019	$ 2,023.95	0100	TRANSPORTATION REPAIRS
14507961	DION INTERNATIONAL TRUCK INC.	2/11/2019	$ 3,130.65	0100	CONTRACTED SERVICES
14507962	SPRINT	2/11/2019	$ 3,834.66	0100	CONTRACTED SERVICES
14507963	CDW GOVERNMENT LLC	2/11/2019	$ 2,076.23	0100	IT SUPPLIES
14507964	WIRELESS PRO'S	2/11/2019	$ 24.84	0100	MAINTENANCE SUPPLIES
14507965	HOME DEPOT	2/11/2019	$ 416.22	0100	MECHANIC SUPPLIES
14507966	EWING IRRIGATION	2/11/2019	$ 2,628.38	0100	GROUNDS SUPPLIES
14507967	WILLIAM V. MAC GILL & CO.	2/11/2019	$ 1,376.25	0100	MEDICAL SUPPLIES
14507968	CLARK SECURITY PRODUCTS	2/11/2019	$ 335.26	0100	MAINTENANCE SUPPLIES
14507969	IMPERIAL SPRINKLER SUPPLY	2/11/2019	$ 296.18	0100	GROUNDS SUPPLIES
14507970	CALIFORNIA ELECTRIC SUPPLY	2/11/2019	$ 1,257.73	0100	MAINTENANCE SUPPLIES
14507971	SCHOLASTIC BOOK FAIR	2/11/2019	$ 1,382.65	0100	INSTRUCTIONAL SUPPLIES
14507972	FEDEX	2/11/2019	$ 29.62	0100	POSTAGE
14507973	VALLEY INDUSTRIAL SPECIALTIES	2/11/2019	$ 1,637.19	0100	MAINTENANCE SUPPLIES
14507974	WAL- MART COMMUNITY/GECRB	2/11/2019	$ 55.98	0100	OFFICE SUPPLIES
14507975	BJ'S RENTALS, INC.	2/11/2019	$ 345.40	0100	CONTRACTED SERVICES
14507976	TEAMTALK NETWORK	2/11/2019	$ 397.80	0100	CONTRACTED SERVICES
14507977	AMS - ACOUSTICAL MATERIAL	2/11/2019	$ 297.92	0100	MAINTENANCE SUPPLIES
14507978	US GAMES	2/11/2019	$ 454.33	0100	INSTRUCTIONAL SUPPLIES
14507979	DOMTAR PAPER CO. LLC	2/11/2019	$ 5,876.78	0100	OFFICE SUPPLIES
14507980	ABA EDUCATION FOUNDATION	2/11/2019	$ 875.25	0100	PROFESSIONAL SERVICES

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Warrant ID	Name	Payment Date	Amount	Fund	Description
14507981	XEROX CORPORATION	2/11/2019	$ 5,598.55	0100	CONTRACTED SERVICES
14508468	CAROLYN KARINEN	2/12/2019	$ 7,416.00	0100	SLP PROFESSIONAL SERVICES
14508469	AMPLIFIED IT, LLC	2/12/2019	$ 10,549.00	0100	CONTRACTED SERVICES
14508471	CAPITOL ADVISORS GROUP, LLC	2/12/2019	$ 4,000.00	0100	CONTRACTED SERVICES
14508472	NICK MARINOVICH	2/12/2019	$ 4,375.00	0100	PROFESSIONAL SERVICES
14508473	NEXON CORPORATION	2/12/2019	$ 9,924.00	0100	CONTRACTED SERVICES
14508474	J&S ASPHALT, PAVING, SEALING &	2/12/2019	$ 24,287.00	0100	CONTRACTED SERVICES
14508475	ELI ELECTRIC, INC.	2/12/2019	$ 925.00	0100	CONTRACTED SERVICES
14508476	ED TECH TEAM, INC.	2/12/2019	$ 1,445.00	0100	REGISTRATION FEES
14508478	CITY TREASURER	2/12/2019	$ 310.00	0100	PERMIT FEES
14508479	SAFEWAY INC. -VONS DIVISION	2/12/2019	$ 90.55	0100	REFRESHMENTS
14508480	ASELTINE SCHOOL	2/12/2019	$ 11,150.86	0100	PROF. SERV -NONPUBLIC SCHOOL
14508481	ALPHA SMOG STATION	2/12/2019	$ 288.25	0100	CONTRACTED SERVICES
14508482	ONE TRIPP TREE SERVICE INC.	2/12/2019	$ 2,432.00	0100	CONTRACTED SERVICES
14508483	AGUILAR ARCHITECTS, INC	2/12/2019	$ 3,325.00	0100	PROFESSIONAL SERVICES
14509083	BRIANNA MINTON	2/13/2019	$ 124.66	0100	REIMBURSEMENT
14509084	DANIEL CARRIEDO	2/13/2019	$ 426.99	0100	GARNISHMENT RELEASE CHECK
14509091	SAN DIEGO CENTER FOR CHILDREN	2/13/2019	$ 3,935.28	0100	PROFESSIONAL SERVICES
14509093	NIRVANA BUSTOS	2/13/2019	$ 125.61	0100	MILEAGE
14509714	MARCOS MENDOZA	2/14/2019	$ 117.74	0100	MILEAGE
14509715	FERNANDO MARTINEZ	2/14/2019	$ 275.50	0100	MILEAGE
14509716	EFRAIN IVAN MANRIQUEZ	2/14/2019	$ 160.94	0100	MILEAGE
14509717	WEST COAST AIR	2/14/2019	$ 5,913.00	0100	CONTRACTED SERVICES
14510442	DAILY JOURNAL CORPORATION	2/15/2019	$ 67.64	0100	PROFESSIONAL SERVICES
14510443	SAN BERNARDINO COUNTY	2/15/2019	$ 100.00	0100	REGISTRATION FEE
14510444	SAN DIEGO GAS & ELECTRIC	2/15/2019	$ 331.56	0100	UTILITIES
14510445	CITY TREASURER	2/15/2019	$ 10,615.21	0100	UTILITIES
14510446	LAKESHORE	2/15/2019	$ 376.69	0100	INSTRUCTIONAL SUPPLIES
14510447	FLEET SERVICES INC.	2/15/2019	$ 2,156.68	0100	CONTRACTED SERVICES
14510448	DION INTERNATIONAL TRUCK INC.	2/15/2019	$ 3,129.57	0100	MECHANIC SUPPLIES
14510449	REFRIGERATION SUPPLIES	2/15/2019	$ 2,051.76	0100	MAINTENANCE SUPPLIES
14510450	CASBO	2/15/2019	$ 890.00	0100	REGISTRATION FEE
14510451	HOME DEPOT	2/15/2019	$ 531.42	0100	GROUNDS SUPPLIES
14510452	BUS WEST	2/15/2019	$ 888.52	0100	MECHANIC SUPPLIES

Warrant ID	Name	Payment Date	Amount	Fund	Description
14510453	CALIFORNIA DEPT. OF JUSTICE	2/15/2019	$ 343.00	0100	CONTRACTED SERVICES
14510454	HARBOR FREIGHT TOOLS	2/15/2019	$ 9.73	0100	MAINTENANCE SUPPLIES
14510455	CLARK SECURITY PRODUCTS	2/15/2019	$ 275.00	0100	REGISTRATION FEE
14510456	SMART & FINAL	2/15/2019	$ 193.59	0100	REFRESHMENTS
14510457	FEDEX	2/15/2019	$ 29.62	0100	POSTAGE
14510458	THE HOME DEPOT SUPPLY	2/15/2019	$ 1,741.08	0100	MAINTENANCE SUPPLIES
14510459	BJ'S RENTALS, INC.	2/15/2019	$ 7,607.24	0100	CONTRACTED SERVICES
14510460	OPTIMUM FLOORCARE	2/15/2019	$ 644.09	0100	GROUNDS SUPPLIES
14510461	MCGREGOR AND ASSOCIATED	2/15/2019	$ 461.55	0100	PROFESSIONAL SERVICES
14510462	DOMTAR PAPER CO. LLC	2/15/2019	$ 3,813.01	0100	OFFICE SUPPLIES
14511294	WINET PATRICK GAYER CREIGHTON	2/20/2019	$ 3,895.21	0100	LEGAL FEES
14511295	VEX ROBOTICS, INC	2/20/2019	$ 9,500.27	0100	INSTRUCTIONAL SUPPLIES
14511296	BELSON OUTDOORS LLC	2/20/2019	$ 8,690.80	0100	OUTDOOR EQUIPMENT
14511297	CAL WEST VISUALS INC.	2/20/2019	$ 3,465.68	0100	TECHNOLOGY SUPPLIES
14511298	YMCA OF SAN DIEGO COUNTY	2/20/2019	$ 32,993.34	0100	CONTRACTED SERVICES
14511299	PEARSON	2/20/2019	$ 2,806.04	0100	INSTRUCTIONAL SUPPLIES
14511300	STANLEY CONVERGENT SECURITY	2/20/2019	$ 1,010.00	0100	CONTRACTED SERVICES
14511301	TUCOR INC	2/20/2019	$ 620.00	0100	CONTRACTED SERVICES
14511302	LEAL & TREJO APC	2/20/2019	$ 1,126.97	0100	LEGAL FEES
14512441	SCHOOL SERVICES OF CALIFORNIA	2/22/2019	$ 675.00	0100	REGISTRATION FEE
14512442	SAN DIEGO COUNTY VECTOR	2/22/2019	$ 111.02	0100	CONTRACTED SERVICES
14513335	XEROX FINANCIAL SERVICES	2/26/2019	$ 9,258.41	0100	CONTRACTED SERVICES
14513336	TODD LEWIS	2/26/2019	$ 19.43	0100	REIMBURSEMENT
14513338	DIXIELINE LUMBER CO	2/26/2019	$ 59.24	0100	MAINTENANCE SUPPLIES
14513339	CHEVRON U.S.A. INC.	2/26/2019	$ 4,352.66	0100	CONTRACTED SERVICES
14513340	DUNN-EDWARDS CORP.	2/26/2019	$ 171.85	0100	MAINTENANCE SUPPLIES
14513341	SYLVIA MAYER	2/26/2019	$ 361.72	0100	REIMBURSEMENT
14513342	DION INTERNATIONAL TRUCK INC.	2/26/2019	$ 2,051.24	0100	MECHANIC SUPPLIES
14513343	REFRIGERATION SUPPLIES	2/26/2019	$ 161.07	0100	MAINTENANCE SUPPLIES
14513346	OFFICE DEPOT	2/26/2019	$ 345.92	0100	INSTRUCTIONAL SUPPLIES
14513348	HOME DEPOT	2/26/2019	$ 2,184.01	0100	MAINTENANCE SUPPLIES

Warrant ID	Name	Payment Date	Amount	Fund	Description
14513349	VERITIV OPERATING COMPANY	2/26/2019	$ 569.31	0100	PUBLICATION SUPPLIES
14513350	HANDY METAL MART	2/26/2019	$ 24.84	0100	MECHANIC SUPPLIES
14513351	ANITA GILLCHREST	2/26/2019	$ 353.86	0100	MILEAGE
14513352	RCP BLOCK & BRICK	2/26/2019	$ 910.74	0100	GROUNDS SUPPLIES
14513353	RANCHO AUTO & TRUCK PARTS	2/26/2019	$ 408.18	0100	MECHANIC SUPPLIES
14513354	ELVA DE BACA	2/26/2019	$ 184.25	0100	REIMBURSEMENT
14513355	RUSSELL SIGLER, INC	2/26/2019	$ 292.83	0100	MAINTENANCE SUPPLIES
14513357	PRO POWER	2/26/2019	$ 576.08	0100	GROUNDS SUPPLIES
14513359	ANTONIO RAMIREZ	2/26/2019	$ 709.92	0100	MILEAGE
14514013	CORODATA RECORDS MANAGEMENT, INC.	2/27/2019	$ 143.87	0100	CONTRACTED SERVICES
14514015	ACCO ENGINEERED SYSTEMS, INC.	2/27/2019	$ 1,218.23	0100	CONTRACTED SERVICES
14514016	SAN DIEGO COUNTY	2/27/2019	$ 125.00	0100	REGISTRATION FEE
14514017	SPINITAR/PRESENTATION PRODUCTS	2/27/2019	$ 356.09	0100	INSTRUCTIONAL SUPPLIES
14514616	P.I.P.S.	2/28/2019	$ 75,073.50	0100	CONTRACTED SERVICES
14514617	VECTOR USA	2/28/2019	$ 11,080.33	0100	CONTRACTED SERVICES
14514618	MY PT SAN DIEGO	2/28/2019	$ 6,080.00	0100	CONTRACTED SERVICES
14514619	NINYO & MOORE	2/28/2019	$ 3,526.50	0100	PROFESSIONAL SERVICES
14514620	OFFICESUPPLY.COM	2/28/2019	$ 1,227.83	0100	INSTRUCTIONAL SUPPLIES
14514621	PROJECT LEAD THE WAY INC	2/28/2019	$ 4,193.00	0100	REGISTRATION FEE
14514622	ARDOR HEALTH SOLUTIONS	2/28/2019	$ 13,813.00	0100	CONTRACTED SERVICES
14514624	A-Z BUS SALES, INC.	2/28/2019	$ 2,289.00	0100	CONTRACTED SERVICES
14514625	R&L PERFORMANCE AUTO SERVICE	2/28/2019	$ 2,642.14	0100	CONTRACTED SERVICES
14514626	HENRY APONTE	2/28/2019	$ 1,345.00	0100	CONTRACTED SERVICES
14514627	STANLEY CONVERGENT SECURITY	2/28/2019	$ 907.03	0100	CONTRACTED SERVICES
14514628	BEST BEST & KRIEGER LLP	2/28/2019	$ 3,154.40	0100	LEGAL SERVICES
14515231	AMAZON.COM, INC.	3/1/2019	$ 2,923.94	0100	INSTRUCTIONAL SUPPLIES
14515774	JAMIE BARRETT	3/4/2019	$ 208.61	0100	REIMBURSEMENT
14515775	IRMA HERNANDEZ	3/4/2019	$ 28.00	0100	REIMBURSEMENT
14515776	SYLVIA ROBLEDO	3/4/2019	$ 27.82	0100	REIMBURSEMENT
14515777	GINA A. POTTER	3/4/2019	$ 169.60	0100	REIMBURSEMENT
14515778	RUDY LOPEZ	3/4/2019	$ 32.00	0100	REIMBURSEMENT
14515779	SAN DIEGO GAS & ELECTRIC	3/4/2019	$ 65,756.05	0100	DISTRICT WIDE GAS & ELECTRICT
14513358	AMAZON.COM, INC.	2/26/2019	$ 2,176.54	0100	INSTRUCTIONAL SUPPLIES
Total			**$ 494,591.19**		

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Warrant ID	Name	Payment Date	Amount	Fund	Description
14511813	WAXIE SANITARY SUPPLY	2/21/2019	$ 4,113.92	1200	CUSTODIAL SUPPLIES
Total			**$ 4,113.92**		
14507954	HEARTLAND SCHOOL SOLUTIONS	2/11/2019	$ 2,775.00	1300	CONTRACTED SERVICES
14509081	K & M Foodservice	2/13/2019	$ 6,983.79	1300	CAFETERIA FOOD
14509082	GOLD STAR FOODS	2/13/2019	$ 54,905.26	1300	CAFETERIA FOOD
14509085	HOLLANDIA DAIRY INC.	2/13/2019	$ 14,239.66	1300	CAFETERIA FOOD
14509086	JOHNSON CONTROLS	2/13/2019	$ 282.57	1300	CONTRACTED SERVICES
14509087	LLOYD PEST CONTROL CO.	2/13/2019	$ 224.00	1300	CONTRACTED SERVICES
14509088	ACE COOLING & FREEZING	2/13/2019	$ 1,677.00	1300	CONTRACTED SERVICES
14509089	AMERICAN PRODUCE DISTRIBUTORS	2/13/2019	$ 12,071.08	1300	CAFETERIA FOOD
14509090	GALASSO'S BAKERY	2/13/2019	$ 4,205.98	1300	CAFETERIA FOOD
14509092	AFFORDABLE GREASE PUMPING	2/13/2019	$ 1,920.00	1300	CONTRACTED SERVICES
14513334	ANA BUSH	2/26/2019	$ 106.37	1300	MILEAGE
14513337	SADEER SAHIB	2/26/2019	$ 22.74	1300	MILEAGE
14513344	SAFEWAY INC. -VONS DIVISION	2/26/2019	$ 635.03	1300	CATERING SUPPLIES
14513345	P&R PAPER SUPPLY COMPANY, INC.	2/26/2019	$ 9,766.71	1300	CAFETERIA SUPPLIES
14513347	CDE,CASHIER'S OFFICE	2/26/2019	$ 2,778.75	1300	CONTRACTED SERVICES
14513356	MEXAM ENTERPRISES, INC.	2/26/2019	$ 485.25	1300	CAFETERIA SUPPLIES
Total			**$ 113,079.19**		
14508470	CONAN CONSTRUCTION, INC	2/12/2019	$ 93,100.00	2518	CONTRACTED SERVICES
14508477	BETTER HOMES IN SAN YSDIRO, LLC	2/12/2019	$ 1,929.34	2518	CONTRACTED SERVICES
14514623	SOUTH BAY FENCE, INC.	2/28/2019	$ 6,060.00	2518	CONTRACTED SERVICES
Total			**$ 101,089.34**		
14514014	U.S. BANK	2/27/2019	$ 10,000.00	4901	COP'S ADMINISTRATIVE FEE
Total			**$ 10,000.00**		
Grand Total			$ 722,873.64		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organizations and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:
Accept donations valued at $1,838.25 to help support and enrich our educational programs.

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 #

DONATIONS $1,838.25	Cash/Checks Only Donations Account	--
(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

2018-2019 DONATIONS

BOARD MEETING: March 14, 2019		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
BIOCOM Institute	Willow	$664.00	N/A	Reimbursement of transportation fees
San Ysidro Health	District	$80.00	N/A	Transportation for Movie Night at Willow
Box Tops Education	Willow	$94.30	N/A	Fundraiser
Exxon Mobile	Willow	$500.00	N/A	Math/Science Programs
San Ysidro Women's Club	District	N/A	$250.00	Blankets for Project Dream
Barob Group LTD	District	N/A	$52.00	Blankets for Project Dream
Francisco Mata	District	N/A	$40.00	Blankets for Project Dream
Mary Ann Saponara	Smythe	N/A	$161.95	Books & Misc. Items for Rm 5 Classroom Library
Lifetouch	OVH	$455.00	N/A	Picture sales/commission
Lifetouch	OVH	$205.00	N/A	Picture sales/commission

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: _____

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC. FOR COBRA ADMINISTRATIVE SERVICES

BACKGROUND INFORMATION:
The District has adopted and sponsors the VEBA group health plans within the meaning of the Public Health Service Act, and the Internal Revenue Code of 1986 for eligible employees and their dependents. The COBRA plan is required to offer continuation coverage to certain individuals. The District desires to continue receiving the COBRA Administrative Services provided by Gallagher Benefit Services, Inc..

The cost implications are: Monthly fee is $0.85 per person for groups under 1,000 and $0.75 for groups over 1,000. Minimum monthly fee is $200.00. The monthly fee is calculated by the number of active employees (and dependents of early retirees eligible for COBRA benefits) on the first of the month times the per employee fee based on group size as referenced above.

RECOMMENDATION:
Ratify the agreement with Gallagher Benefit Services, Inc. to provide COBRA Administrative Services Agreement effective January 1, 2019 to December 31, 2019.

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	

Varies	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

COBRA ADMINISTRATIVE SERVICES AGREEMENT

RECITALS

This Agreement is entered into as of **January 1, 2019,** between **SAN YSIDRO SCHOOL DISTRICT** ("Employer") **and GALLAGHER BENEFIT SERVICES, INC.** ("Administrator").

(a) Employer has adopted and sponsors the VEBA group health plans within the meaning of the Public Health Service Act, and the Internal Revenue Code of 1986, as amended ("Code"), for eligible employees and their dependents

(b) The Plan is required to offer continuation of coverages to certain individuals pursuant to the provisions of §4980B of the Code and 42 USC 300bb-1 through 300bb-8 (Title XXII of the Public Health Service Act).

(c) Employer desires to obtain COBRA administrative services, and Administrator desires to provide such administrative services.

In consideration of the mutual promises set forth in this Agreement, the Employer and Administrator agree as follows.

ARTICLE 1: INTRODUCTION

1.1 Agreement Effective Date and Term

This Agreement is effective **January 1, 2019** ("Effective Date"). The term of the Agreement will be month-to-month with a 30-day termination notice in accordance with the provisions of Section 7.4. Services to be provided under the Agreement are set forth in Article 3. Administrator will comply with the specifications and requirements established in the Agreement.

1.2 Definitions

"**Continuation Coverage**" means the coverages following a Qualifying Event provided to a Qualified Beneficiary as required by COBRA.

"**Continuation Coverage Period**" means the period commencing on the date of a Qualifying Event and continuing for the maximum period specific in COBRA.

"**Employer**" means **San Ysidro School District**.

"**Litigation**" means any litigation or other proceeding including but not limited to any judicial or administrative proceeding involving a dispute arising under COBRA or this Agreement, or an audit or proceeding by the Internal Revenue Service or the United States Department of Labor involving directly or indirectly the duties or responsibilities of the Employer or the Administrator.

"**Administrator**" means the administrator as defined in 29 USC 1002(16)(A) for purpose of providing administrative services related to COBRA continuation coverage.

"**Plan Administrator**" means the administrator as defined in 29 USC 1002(16)(A).

"**Qualified Beneficiary**" means any individual specified in COBRA who is eligible to elect Continuation Coverage.

"**Qualifying Event**" means an event upon which a Qualified Beneficiary must be given the opportunity to elect Continuation Coverage as specified in COBRA.

ARTICLE 2: EMPLOYER OBLIGATIONS

2.1 Information to Be Furnished to Administrator

During the term of this Agreement, Employer will furnish Administrator with the information necessary to provide COBRA administrative services, including, but not limited to:

(a) The names of all Qualified Beneficiaries eligible to elect Continuation Coverage, as well as the COBRA Qualifying Event date and the type of event (i.e., termination), employee census information including the coverage that the employee had at the time of the Qualifying Event, and dependent information for all dependents covered under the employee's Plan at the time of the Qualifying Event.

(b) The names of all newly insured employees, any newly insured dependents of those employees and any necessary benefit information in order to mail out COBRA General Notices.

(c) Mailing addresses and any other information necessary to enable Administrator to perform the administrative services under this Agreement;

(d) Informing Administrator of any violations of COBRA known to Employer immediately upon acquiring such information.

All information required under this Section 2.1 will be provided in such format and at such intervals as is reasonably required by, and acceptable to, Employer and Administrator.

2.2 Premiums and Grace Periods

Employer will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to Qualified Beneficiaries. Employer will also establish the length of the grace period within which a Qualified Beneficiary may pay premiums for Continuation Coverage without the loss of such coverage within the federal guidelines for Continuation Coverage.

2.3 Provision of Names of Those Authorized to Act

Employer will provide Administrator with the names of individuals authorized to act for the Employer in connection with this Agreement.

ARTICLE 3: ADMINISTRATOR RESPONSIBILITIES

3.1 Administrator Services

Based upon the information provided by Employer, Administrator will:

(a) Determine whether a Qualifying Event has occurred.

(b) Determine who is eligible to receive COBRA coverage.

(c) Determine when required COBRA notices must be furnished and provide all required COBRA notices to employees, spouses, dependents, and Qualified Beneficiaries.

(d) Receive all required COBRA notices from employees, spouses, dependents, and Qualified Beneficiaries.

(e) Determine the date by when COBRA elections must be made and provide all necessary election forms.

(f) Receive and process duly executed COBRA election forms received from Qualified Beneficiaries.

(g) Determine whether a COBRA Continuation Coverage election is valid.

(h) Determine the duration of Continuation Coverage and whether an event has occurred terminating coverage.

(i) Design, print, and send monthly reminder statements to Qualified Beneficiaries who have elected Continuation Coverage stating the amount of the monthly premium for Continuation Coverage.

(j) Receive, process, and forward to the carrier amounts received as premiums from Qualified Beneficiaries for Continuation Coverage.

(k) If the Plan provides conversion rights, notify Qualified Beneficiaries within 90 days preceding the termination of the COBRA Continuation Coverage Period of the right to convert to an individual health insurance policy upon the expiration of the COBRA Continuation Coverage Period.

3.2 Eligibility Reports to Carriers

Administrator will establish, maintain, and update an eligibility report to all carriers identified by Employer to Administrator. Updated eligibility reports will be produced twice a month for each carrier.

3.3 Maintenance of Roster of Qualified Beneficiaries

Administrator will establish, maintain, and update a roster containing the names of all participants who elect Continuation Coverage under the Plan and provide such roster to Employer on a monthly basis.

3.4 Collection of Due and Unpaid Premiums

Administrator will be responsible for collection of due and unpaid premiums owed by Qualified Beneficiaries to whom Continuation Coverage was provided and who did not remit premiums for such Continuation Coverage. All efforts to collect such amounts will be the sole responsibility of Administrator.

3.5 Deposit of Premium Payment

Upon receipt of premium payments from Qualified Beneficiaries for Continuation Coverage, Administrator will deposit such amounts with **Bank of America** ("Bank") in an account established by and in the name of the **COBRA Administration** (on which Administrator has check writing authority), until such amounts are required to be remitted to the applicable carrier. Administrator will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit the amounts collected to Employer or carriers at such times and in such manner as may be agreed upon by Administrator and Employer, but not more frequently than monthly.

ARTICLE 4: INDEMNIFICATION PROVISIONS

4.1 Indemnification by Employer

Employer agrees to indemnify and hold harmless Administrator from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that Administrator sustains as a result of any act or omission of Employer in connection with this Agreement.

Employer will not be obligated to indemnify Administrator if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by Administrator that was:

(a) Criminal or fraudulent;

(b) An intentional disregard of Administrator's obligation under this Agreement; or

(c) Grossly negligent.

Notwithstanding the foregoing, Employer will indemnify and hold Administrator harmless to the extent Employer concurred in, instructed, directed, or caused such acts or omissions by Administrator.

4.2 Survival of Provision

The provisions of this Article will survive the termination of this Agreement.

ARTICLE 5: GENERAL PROVISIONS

5.1 Exclusive Responsibility for Operation of Plan

For purposes of this Agreement, Employer has the sole and exclusive authority and responsibility for the Plan, its provision of benefits, and its operation. Administrator is empowered to act solely as agent for, and on behalf of, the Employer and only as expressly stated in this Agreement.

5.2 Administrator as Agent

Administrator agrees to perform the services specified in Article 3. It is expressly understood that Administrator is hereby appointed solely as the agent of Employer and not as a fiduciary or Plan Administrator of the Plan.

5.3 Liability for Benefits

In the event that a Qualified Beneficiary, who elected Continuation Coverage (or any other individual to whom benefits have been provided under the Plan), has not paid premiums for such coverage, Administrator will have no liability for payment of such benefits.

5.4 Employment of Counsel and Resolution of Litigation

In the event of Litigation, Employer and Administrator each:

(a) Reserve the right to select and retain counsel to protect its interests;

(b) Will notify the other Party concerning the existence of such Litigation promptly upon learning of such Litigation;

(c) Will cooperate fully by providing the other Party with all relevant and unprivileged information and documents within its possession or control; and

(d) Will reasonably assist the other Party in preparation for litigation and in the defense of Litigation.

5.5 Amendment

Employer may at any time request additions, alterations, deductions, or deviations ("Change") to the Services provided hereunder. No such Change will be made to the Services unless made pursuant to a written amendment mutually agreed upon by the parties.

5.6 Records

(a) *Maintenance of Records.* Administrator will maintain separate records with respect to the services specified herein for seven calendar years following any year in which it performs services hereunder or, if longer, such period as provided under ERISA or other applicable law.

(b) *Inspection of Records.* Administrator will permit Employer to inspect, examine, and copy records during normal business hours and upon reasonable notice from the Employer.

5.7 Choice of Law

This Agreement and the obligations of Employer and Administrator will be governed and construed in accordance with the laws of the State of California.

5.8 Assignment

Administrator may assign or transfer this Agreement and attachments or amendments issued hereunder in connection with the sale of its assets, stock, or securities or in connection with any change of control. Administrator shall subcontract certain administration services to its wholly owned subsidiary GBS Administrators, Inc.

ARTICLE 6: SERVICE FEES

6.1 Service Fee

A service fee specified in Exhibit A will be paid by Employer to Administrator. Administrator reserves the right to increase or modify the service fee at any time upon 30 days notice to Employer. The service fee will be paid regardless of whether a Qualified Beneficiary electing Continuation Coverage pays the premiums for such coverage for the period billed or the month enrolled in such coverage.

6.2 Additional Fees

Charges for additional services requested by Employer not included in the Agreement will be agreed upon prior to the performance of such service by Administrator.

6.3 When Fees Are Payable

Administrator will transmit an invoice to Employer for service fees on or about the 20th day of each month and will transmit invoices to Employer for additional services immediately following the performance of such services. Payment for services is due upon receipt of such invoice.

6.4 Late Penalty Fee

Administrator reserves the right to charge a 2% late penalty fee compounded monthly on all past due accounts. In the event Employer fails to pay fees due Administrator within 30 days of the invoice date, a late payment penalty will be assessed on the portion of the balance that is considered 31 days past due. The Employer is obligated to pay such penalty in addition to payment for services rendered upon receipt of penalty notification.

6.5 COBRA Administration Fee

On behalf of Employer, Administrator will retain the applicable COBRA Administration fees paid by the Qualified Beneficiary, i.e., the 2% and also the 50% that is payable during a period of disability extension. Administrator will pay such fees to the Employer no later than thirty days (30) after the end of the prior month's invoicing activity.

6.6 No Waiver

The Employer's or Administrator's failure to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

ARTICLE 7: GENERAL PROVISIONS

7.1 Notices

All notices, certificates, or other communications hereunder will be sufficiently given and will be deemed given when mailed by certified or registered mail, postage prepaid, with proper address as indicated. Administrator and Employer may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement. Until otherwise provided by Employer and Administrator, all notices, certificates, and communications to each of them will be addressed as follows:

To Employer:

San Ysidro School District
4350 Otay Mesa Blvd
San Ysidro, CA 92173
Attn: Business Services

To Administrator:

Gallagher Benefit Services, Inc.
1843 Hotel Circle South, Suite 300
San Diego, CA 92108

7.2 Severability

The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

7.3 Survival of Obligations

The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

7.4 Termination of Agreement

(a) This Agreement will terminate upon the first to occur of the following:

(1) The expiration of 30 days after written notice has been given by Employer or Administrator to the other that Employer or Administrator has breached any material obligation under this Agreement;

(2) The date specified in a written notice given by Administrator to Employer of Administrator's termination of this Agreement due to Employer's failure to remit to Administrator charges for services; and

(3) The expiration of 30 days after written notice has been given by Employer or Administrator to the other that either Employer or Administrator desires to terminate this Agreement.

(b) In the event of termination of this Agreement, Administrator will, unless Employer and Administrator otherwise agree:

(1) Complete the processing of all amounts received by Administrator as premiums payable by those who have elected Continuation Coverage prior to the termination;

(2) Release to Employer in any reasonably usable format agreed to by the Parties, all necessary records and files relating to billings, and in-force records that have been developed and maintained by Administrator pursuant to this Agreement; and

(3) Deliver to Employer all unused materials, equipment, and specifications that were furnished by Employer.

Employer will fulfill all lawful obligations with respect to policies affected by the written agreement, regardless of any dispute between the Employer and Administrator.

(c) If Administrator performs any services pursuant to this Agreement following its termination including but not limited to services described in this Section 7.4, Administrator will be entitled to its fees or other charges on the same basis as if the Agreement has continued in effect for the period during which such services were performed. Administrator will transmit an invoice to Employer for services rendered following termination of this Agreement, and this invoice will be payable upon receipt.

7.5 Entire Agreement

This Agreement is entire and complete as to all of its terms and supersedes all previous agreements, promises, proposals and representations, whether oral or written. It may be executed in duplicate counterparts, each of which may be considered as original and fully enforceable. Except as otherwise provided in Article 7, no termination, revocation, waiver, modification, or amendment of this Agreement will be binding unless agreed to in writing and signed by Employer and Administrator.

SAN YSIDRO SCHOOL DISTRICT	**GALLAGHER BENEFIT SERVICES, INC.**
Signature Marilyn Adrianzen	Annemieke Tomey
Chief Business Official	Area Vice President
Title	Title
	3-5-19
Date	Date
Board Approved:	

EXHIBIT A

COBRA SERVICE FEE SCHEDULE

Monthly fee is $.85 per person for groups under 1000 & $.75 for groups over 1000.
Minimum: $200 monthly fee.

The monthly fee is calculated by the number of active employees (and dependents of early retirees eligible for COBRA benefits) on the first of the month times the per employee fee based on group size as referenced above.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH A2Z BUS SALES FOR RENTAL OF VEHICLE – AMENDMENT NO. 1

BACKGROUND INFORMATION:
The District has a need for good working vehicles in order to meet the student transportation needs. In an effort to accommodate the increasing number of students that require transportation services, the District has leased one (1) bus and now has a need to lease (1) van for the remainder of school year 2018-19, at which time the transportation needs will be reviewed again. The cost implications for this additional vehicle are:

- $1,940.00 per month, plus mileage and
- Routine Maintenance and minor repairs such as tires, brakes, lights, hoses, seat belts, clamps, etc.
- Other expenses may be applicable/incurred.

RECOMMENDATION:
Ratify Amendment No. 1 to the A2Z Bus Sales Agreement for the rental of one (1) additional vehicle for the remainder of school year 2018-19 at an estimated cost of $15,000.00 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:** MA

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
Amendment No. 1		
$15,000.00 (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

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

No. 122118

AMENDMENT NO. 1

A-Z BUS SALES
An Employee-Owned Company

LEASE/RENTAL AGREEMENT

This Lease/Rental Agreement (the "Agreement") is entered into this _____, day of _____, 2019 by **A-Z Bus Sales, Inc.**, Pre-Owned Bus Department of 1900 South Riverside Avenue, Colton, California 92324, the *Owner*, and San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, the *Renter*.

NOW THEREFORE, in consideration of the mutual promises set forth herein of the parties hereto, the parties agree as follows:

I.

WITNESS: The Owner does hereby lease to Renter the following described motor vehicle (the "vehicle") for the following term:

Two (**2**) Refer to Addendum A/ Lease Agreement VIN: Refer to Addendum A/ Lease Agreement For an initial period of five (**5**) months from February 26th, 2019 through July 26th, 2019 (the "Initial Term"), at $1,800 per month plus tax per vehicle, a grand total of $3,879.00 per month with a mileage allowance of 2,500 miles per month each vehicle. Excess mileage will be charged at 50 cents per mile each month per vehicle. An additional $2,500 charge for exchanging a DPF heater element for unit 17U064S. With a mandatory minimum rental term of 5 months. **After that, it will continue on a monthly basis at a rate of $3,879 per month, until vehicles is returned.**

II.

At the expiration of the initial rental period on July 26, 2019, the Renter shall, at its option:

1 Return the Vehicles to Owner in as good a condition as received with normal wear and tear, or

2 Retain the Vehicles for an additional period (an "Additional term") under the terms and conditions contained in the Agreement after having obtained Owner's written consent at least thirty (30) days prior to the expiration of the initial retention rental period.

III.

Renter agrees to indemnify and hold Owner harmless from any liability from any personal injuries, property damage, or any other damages or injuries, which result from the use or operation of, said Vehicle by Renter or its agents, representatives or employees. Owner and Renter agree there is categorically no employment relationship between the Owner and Renter. Renter shall assume any and all loss or damages to said vehicle(s) while within the Renter's control and possession.

IV.

Renter will provide at its own expense personal liability, collision, comprehensive fire, theft, and property damage insurance in the amount of **$5 million**, which shall properly cover the Renter's

14D.5

use of the Vehicle. A copy of this policy or a Certificate of Insurance shall be delivered to the Owner at the earliest possible opportunity evidencing such coverage. Before the Vehicle is delivered, Owner shall be named as *additional insured* and *loss payee* on the policy. The parties agree that the Value of the Vehicle is **$35,000.00** + sales tax.

V.

Renter shall keep records on a Daily Driver Check List to assure that all systems, fluid levels, etc., are being properly checked and maintained. Renter will maintain the Vehicle in good operating condition, and will furnish all parts and supplies necessary to comply with this provision, including, but not limited to, tires, tubes, fuel, lubricants, oil and anti-freeze, and further, the Renter shall keep the Vehicle properly stored. A-Z Bus Sales Inc. will not be responsible for any parts or service that has not been prior negotiated between the renter and owner and a proper PO issued by owner for said parts and services. The renter must notify owner immediately when there is an equipment malfunction. In the event of a mechanical failure presents the bus from being safely operated, A-Z Bus Sales Pre-Owned Dept. must be contacted immediately for "next-step" processing. Both owner and renter must agree to disposition to any malfunction prior to compensation repair. Renter shall be liable to Owner for any and all damage or depreciation caused by the negligence of the Renter, its officers, agents or employees, or by failure or neglect of the Renter, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear is expected.

VI.

Owner, its successors or assigns, may assign this Agreement and/or grant a security interest therein or in the subject Vehicle, in whole or in part, without notice to Renter. Unless the Owner's assignee otherwise agrees in writing, such assignee will not assume any of the Owner's obligations under this Agreement. Upon written request by Renter, its successors or assigns, the assignment or reassignment of the Rental and/or the granting of a security interest in the subject Vehicle may be considered. Upon a written notice by Owners assignee, Renter agrees to make any and all periodical payments owed by Renter to Owner under this Agreement to Owners assignee, without any set-off or deduction whatsoever, notwithstanding any defect in, damage to, or requisition of any of the subject equipment rented hereunder, or any other similar or dissimilar event, or any defense, set-off, counterclaim, or recoupment arising out of any claim the Renter may have against the Owner, until such time as the total liability owed by the Renter to Owner is fully paid.

VII.

This Agreement may be terminated in the following manner: (i) if the Renter fails to perform any of the above terms, the Owner shall have the right to terminate this Agreement by giving the Renter fifteen (15) days written notice and Renter shall terminate its lease payment; and (ii) for any reason by either party upon fifteen (15) days prior written notice (when applicable.)

VIII.

Renter shall not sub-lease the Vehicle to any other person or entity, including any auxiliary group.

IX.

The Vehicle will be delivered by Owner from 1900 S. Riverside Avenue, Colton, CA 92324 and will be stored at San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, the *Renter*.

X.

All Motor carriers are required to have proper Authorities to operate buses in California. A certificate or permit issued by the PUC is required under Section 271-8, HRS except for persons transporting passengers without charge. A valid TCP Number is required for charter vehicles to operate in the same way insurance and registration is required for normal drivers.

Please supply the identifying numbers for the referenced authorities that apply to your fleet:

PUC #: _____

TCP #: _____

CA #: _____

Renter: San Ysidro School District

Marilyn Adrianzen _____ Date: _____
Authorized Signor (Print Name)

_____ Board approved:
Signature

Chief Business Official
Title

Owner: A-Z Bus Sales, Inc. – Pre-Owned Bus Dept.

_____ Date: _____
Authorized Signor (Print Name)

_____
Signature

_____
Title

AMENDMENT NO. 1

ADDENDUM A/LEASE AGREEMENT

A-Z BUS SALES
An Employee-Owned Company

Customer Information	
Name	San Ysidro School District
Address	4350 Otay Mesa Road
City, State, Zip	San Ysidro, Ca 92173
Phone	(619) 428-4476
Lease Agreement #	No. 122118

Renter shall be liable to Owner for any and all damage or depreciation caused by the negligence of the Renter, its officers, agents or employees, or by failure or neglect of the Renter, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear expected.

Owner Information	
Name	A-Z Bus Sales-Pre-Owned Dep
Address	1900 S. Riverside Ave
City, State, Zip	Colton, CA 92324
Phone	(951) 781-1871
Lease Agreement #	No. 122118

Stock Type	Stock Number	Year	Make	Model	VIN	Odometer Reading	Eng Type	Capacity
School Bus	17U064S	2002	International	Bluebird	1HBBAAL42H514403	274887	Diesel	21
Activity	18U115M	2006	Chevrolet	G3500 COL	1GBHG31V261207863	37891	Gas	9

Signature: _____ Date: 2/27/19

14D.5
Page 5 of 5

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 14, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF VEHICLE

Currently the District's bus fleet and vans not sufficient to transport the increasing student population that require transportation services. Existing vehicles are experiencing more frequent mechanical breakdowns which cause a hardship on the daily transportation needs and the District has had to rent buses and vans as alternative vehicles.

Due to the immediate need and the cost effectiveness of the current situation, the District was proactive and purchased one (1) van to replace Van #8 which is beyond economical repair.

RECOMMENDATION:
Ratify the purchase of one (1) 2018 Ford Transit (Van) for the Transportation Department at a cost of $28,871.49 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:** MA

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

$28,871.49	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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH FRONTLINE EDUCATION FOR AESOP ATTENDANCE SERVICES

BACKGROUND INFORMATION:
The District currently has over 560 employees who access the AESOP Attendance System to report their absences. It is imperative that the District have a system in place to track employees' attendance and substitutes' time for both certificated and classified employees. The AESOP System tracks employees' personal illness, personal necessity and vacation days, in addition to other work-related absences such as professional days, etc. It is on the AESOP system that substitute coverage is requested and linked to staff.

The District has been using AESOP for over ten years and has been an effective attendance tool to collect, verify and reconcile time worked by staff and by over 100 substitute employees. AESOP records are useful to payroll staff to reconcile entries made in the PeopleSoft Payroll System.

RECOMMENDATION:
Approve the agreement with Frontline Education for the 2019-20 Annual Subscription for the AESOP Absence and Substitute Management Services at a cost of $15,331.81 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **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 #

$15,331.81	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

frontline education

Renewal Notice

Acct #: 11163
CDUS26385

Attn: San Ysidro School District

Thank you for your continued partnership with Frontline. As part of our commitment to improve our processes and transparency, we are providing you with your renewal notice earlier this year. As you may remember, we made some changes to the way that we license our products last year, which included providing a districtwide license. This is based on the number of full time employees your district employs as listed on the NCES website. As a result, we are no longer considering the number of users in your systems as the way to determine your pricing.

We remain focused on providing you industry-leading solutions and technology for K-12. By continuing our partnership, you can take advantage of the significant strides we have made in creating a unified platform for your Frontline applications: an intuitive mobile app, insight driven dashboards, SOC 2-compliant security, and more.

Your pricing for 2019 is included below, and if you have any questions, feel free to reach out to your renewal specialist, Renee Clark, directly at (610) 727-0063 or via renewals@frontlineed.com. An invoice will be provided no later than 30 days prior to your renewal and can be provided earlier upon request.

You can acknowledge your renewal online by clicking here.

Sincerely,

Jim Catalino, Chief Revenue Officer

frontline education

Renewal Notice

Acct #: 11163
CDUS26385

THIS IS NOT AN INVOICE

If you have any questions or concerns, please contact our Renewals Team at renewals@frontlineed.com.

Accounts Payable
San Ysidro School District
4350 Otay Mesa Road
San Ysidro CA 92173

Subscription Start Date: 7/1/2019

Qty	Description	Start	End	End User	Rate	Amount
1	Absence & Substitute Management, unlimited usage for internal employees	7/1/2019	6/30/2020	11163 San Ysidro School District	$15,331.81	$15,331.81

TOTAL RENEWAL **$15,331.81**

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frontline education

Exhibit A-1 Frontline Customer Order Form

CDUS26752
MSA1912
2/25/2019

1400 Atwater Drive Malvern, PA 19355

F: 888-492-0337

Customer:

San Ysidro School District
4350 Otay Mesa Road
San Ysidro CA 92173

Contact:
Title:
Phone:
Email:

Order Form Details:

Pricing Expiration: 3/20/2019
Account Manager:

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: Renewal

Pricing Overview:

Startup Cost: One-Time cost invoiced upon signing	**$0.00**
Annual Subscription: Recurring Cost	**$15,331.81**
	(plus applicable sales tax)

Itemized Description	Rate	Quantity	Amount
Absence & Substitute Management, unlimited usage for internal employees	$15,331.81	1	$15,331.81

Amount Invoiced upon Signing (Startup Cost) **$0.00**

(plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline. Notwithstanding anything to the contrary, Customer may only terminate an Order Form after the expiration of the Order Form Initial Term.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

PO Status:

PO#:

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment.

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MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of last signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the "Terms and Conditions"), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined in Section 1.2 below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	San Ysidro School District
Signature:_____	Signature:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address: 1400 Atwater Drive Malvern, PA 19355	Address:_____ _____ _____
Email:_____	Email:_____
Date:_____	Date:_____

Attached: *Terms and Conditions*
Exhibit A: Executed Order Forms

Please email or fax ALL PAGES of the signed MSA to or 888.492.0337.

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MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. **Software and Services**

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. **Invoicing and Payment**. All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. **Warranties and Disclaimers.**

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. **Confidential Information; Privacy.**

4.1. Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontlines agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and disclosure of Student PII.

4.3. Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. **Indemnification**. Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. **Limitations of Liability**. OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. **Term and Termination**. The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. **District Ordering**. Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. **General**. Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH WESTED FOR THE ADMINISTRATION OF THE CALIFORNIA HEALTHY KIDS SURVEY

BACKGROUND INFORMATION:
WestEd partners with schools and districts to provide research-based services to improve education outcomes and turn around low-performing schools and districts. WestEd understands that to improve learning for children, youth, and adults, it is essential to support and enhance the effectiveness of education systems at all levels.

The California Healthy Kids Survey (CHKS) is the largest statewide survey of resiliency, protective factors, risk behaviors, and school climate in the nation. Across California, the CHKS has led to a better understanding of the relationship between students' health behaviors and academic performance and is frequently cited by state policymakers and the media as a critical component of school improvement efforts to help guide the development of more effective health, prevention, and youth development programs.

San Ysidro School District is required to administer the CHKS by the end of the 2018-19 school year, with the mandatory obligation of having an approved Memorandum of Understanding with WestEd. The San Diego County of Education will cover the cost of WestEd services.

RECOMENDATION:
Approve/Ratify the Memorandum of Understanding with WestEd for the administration of the California Healthy Kids Survey for school year 2018-19 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, climate, and student engagement – All students will be educated in a positive academic environment 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

school climate health & learning

CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING • 2018/19 SCHOOL YEAR

DISTRICT NAME: SAN YSIDRO

This agreement outlines conditions to be met by the above named district (the "District") and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district–level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the Guidebook. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
    - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary Core survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.
    - Submit completed answer sheets and materials to your Regional Center.
    - CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that applicable staff complete the online (CSSS) at each school and for each grade level.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. San Diego County Office of Education will pay for the student survey fee and the county custom module. All other fees are the responsibility of the district. See attached fee schedule for the 2018-2019 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website (calschls.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on September 1, 2018 and expires on August 31, 2019.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees 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 MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees 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 MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

school climate health & learning
CALIFORNIA SURVEY SYSTEM

District

Survey Administration Fees 2018-2019

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536

CHKS - Student	
Survey fee	*$0.40 per student enrolled; $150 survey set-up fee*
Supplementary modules	*$100 per supplemental module*
District report	*No additional cost*
School reports	*$75 each*
Ethnicity report	*$200 for district middle, $200 for district high*
School ethnicity report	*$100 each*
District climate report card	*$250, free if all eligible schools ordered*
School climate report card	*$75 each*
District raw data	*$75 per data set*
Custom questions	*One-time development fee of $200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is $100 each.*
Workshops	*$125/hour (preparation, travel, and presentation time), plus travel expenses*
Other custom work	*$100/hour*

CSSS - Staff	
*Survey fee**	*$150 survey set-up fee*
Supplementary modules	*$100 per supplemental module*
District report	*No additional cost*
School reports	*$75 each*
District raw data	*$75 per data set*
Custom questions	*One-time development fee of $200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is $100 each.*
Workshops	*$125/hour (preparation, travel, and presentation time), plus travel expenses*
Other custom work	*$100/hour*

CSPS - Parent	
Survey fee (Includes online English/Spanish surveys)	*$150 survey set-up fee*
Supplementary modules	*$100 per supplemental module*
Paper processing fee	*$0.40 per paper copy returned for processing*
District report	*No additional cost*
School reports	*$75 each*
District raw data	*$75 per data set*
Custom questions	*One-time development fee of $200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is $100 each.*
Workshops	*$125/hour (preparation, travel, and presentation time), plus travel expenses*
Other custom work	*$100/hour*

** If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.*

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:

Signature

Printed name

Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH NEW HAVEN YOUTH AND FAMILY SERVICES

BACKGROUND INFORMATION:
California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities based on their Individual Educational Plan (IEP). *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the California Department of Education.

Nonpublic School	Estimated Cost ($)*
New Haven Youth and Family Services	$55,228.41

**Rate is approved and negotiated by the San Diego County Office of Education.*

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic School Master Contract with New Haven Youth and Family Services to provide residential treatment services to a student with special needs for school year 2018-2019 at a cost up to $55,228.41 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1, Item 1.21:
Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

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

$55,228.41	Special Education	0100-6500000-5770-1190-5800010-054
(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

2018-19
San Diego County
Nonpublic
Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Office of Education
Student Services and Programs Division
Special Education Department

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: San Ysidro SChool District Nonpublic: New Haven Youth And Family Services

2018-2019
Nonpublic
Master Contract

Main Document

San Diego County Office of Education
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2018-2019

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San Diego County Nonpublic Master Contract
Main Document

2018-2019

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 14th day of March, 2019 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

New Haven Youth And Family Services
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.[1] It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

[1] Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from February 20, 20 19 to June 30, 20 19.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
(5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. *The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date* of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future *notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if* the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR *representative that executes this contract.*

Notices mailed to the LEA shall *be addressed to:*	Notices to the CONTRACTOR shall *be addressed to:*
Marilyn Adrianzen, Chief Business Official Name/Title	Doreen Quinn, CEO Name/Title
San Ysidro School District Local Education Agency	New Haven Youth And Family Services Nonpublic School
4350 Otay Mesa Road Address	216 W Los Angeles Drive Address
San Ysidro / CA / 92173 City / State / Zip	Vista / CA / 92083 City / State / Zip
(619) 428-4476 Phone	(760) 630-4060 Phone
(619) 428-6473 Facsimile	(760) 630-4020 Facsimile
marilyn.adrianzen@sysdschools.org Email Address	llamontagne@newhavenyfs.org Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of $1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. *Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE),* and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to *provide that service.*

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego *County, California.*

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary,

and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up

sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

> "If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent

pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2018-2019, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on February 20, 2019 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

_____ DATE: 2/27/19
Authorized Representative Signature

Doreen Quinn, CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

LEA: San Ysidro School District Nonpublic: New Haven Youth and Family Services

2018-2019
Nonpublic
Master Contract

Appendix A: Schools

San Diego County Office of Education
Student Services and Programs Division

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2018-2019

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of excused and unexcused absences and unexcused tardies 30 minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Unexcused Absences

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA when a pupil reaches three unexcused, and every subsequent unexcused absence. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a *Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount* billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: *(a) a written statement from a physician detailing the type, administration method, amount, and time schedules* by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify CONTRACTOR within 24 hours when LEA removes a pupil due to medical reasons.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: New Haven Youth and Family Services

The CONTRACTOR CDS NUMBER: 37-68452-7072713

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 12:1

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $131.11

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

Authorized Representative Signature

DATE: 2/27/19

Doreen Quinn, CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on February 20, 2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School New Haven Youth and Family Services

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name _____ (Last) _____ (First) _____ (M.I.) Sex: ☐ M ☐ F Grade: _____

Address _____ City San Ysidro State/Zip 92173

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☒ OTHER Residential Treatment

Parent/Guardian _____ Phone (619) _____ (Residence) ( ) _____ (Business)

Address _____ (If different from student) City _____ State/Zip _____

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
   360 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
   45 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $131.11
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 81 **x Daily Rate** $131.11 **= PROJECTED BASIC EDUCATION COSTS (A)** $10,619.91

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)					INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		X					
Counseling and Guidance (515)		X					
Parent Counseling (520)		X					
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ _____

4. Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-DISTRICT-
New Haven Youth and Family Services	San Ysidro School District
(Name of Nonpublic School)	(Name of School District)
M Herman 2/27/19	
(Signature) (Date)	(Signature) (Date)
Maryanne Herman, CFO	Marilyn Adrianzen, Chief Business Official
(Name and Title)	(Name of Superintendent or Authorized Designee)

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR New Haven Youth & Family Services

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 18 - 201 19 Contract Year.

Anticipated Student Start Date: February 20, 2019 .

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

_____ 2/27/19
Signature Date

Doreen Quinn, CEO
Name/Title

LEA: San Ysidro School District Nonpublic: New Haven Youth and Family Services

2018-19
Nonpublic
Master Contract

Appendix C: Room and Board

San Diego County Office of Education
Student Services and Programs Division
Special Education Department

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX C: ROOM AND BOARD
2018-2019

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NONPUBLIC MASTER CONTRACT
Appendix C: Room and Board
For Residentially Placed Students with Disabilities

CONTRACT YEAR 2018-2019

This agreement ("Master Agreement") is made and entered into between the

San Ysidro School District School District ("LEA") and

New Haven Youth and Family Services ("Facility"), together with LEA

("Parties") until June 30, 2019, or sooner as described in paragraph 3.a. below. It is understood that this Master Agreement does not commit the LEA to fund, or the Facility to provide room and board to a child ("Child"), as that term is defined in paragraph 1.a. below, unless and until an individual room and board agreement ("Individual Services Agreement") is executed between the LEA and Facility on behalf of an individual Child and both this Master Agreement and the Individual Service Agreement for Room and Board are approved or ratified by the LEA's Governing Board.

SECTION 1: LEA AGREES TO

1.1 LEA agrees to the following:

a. Pay Facility for room and board only (which is limited to the cost of food, shelter, daily supervision, and liability insurance with respect to the Child and any other costs that are included in the attached RTC Rate Schedule, Attachment A. This rate will be included in the Individual Services Agreement, which is Attachment B. If the Facility includes mental health services in its Room and Board rate, that inclusive rate is identified on Attachment A and should be reflected as such in the Room and Board Individual Services Agreement Attachment B. Monthly rates shall be prorated based on the date of admission and the night prior to the discharge from the Facility. Payment (Notices, Billing and Payment and Right to Withhold) shall be made consistent with the Payment language in the Main Contract.

b. Provide the Facility with knowledge of the background and needs of a Child necessary for his/her effective care. This may include educational assessments, medical reports, individualized education programs ("IEP"), and identification of any special needs he/she may have. This information shall be provided to Facility within fourteen (14) school days of the date of placement to the extent it has not already been provided to the Facility.

c. Work with Facility toward development of the Child's treatment plan.

d. Work with Facility toward successful termination of the Child's placement.

e. Continue paying for Child's Room and Board as long as he/she remains eligible for this level of placement or until the LEA requests termination of the placement, subject to paragraph 3.a.

f. Assist in the maintenance of the Child's constructive relationships with parents and other family members, involving parents in future planning for the Child.

g. The San Diego County Case Management Project is responsible for case management services and is responsible for providing the following documents to the Facility: psychological and psychiatric evaluations, social work assessments, and authorization for medical treatment signed by the Child's parent (as the term Parent is defined in paragraph 3.bb. below and provided that the Parent can legally authorize medical treatment).

In the event the Case Management Project does not provide the information described above to the Facility, then the Facility will notify the LEA consistent with paragraph v. (Notices) below.

SECTION 2: FACILITY AGREES TO

2.1 Facility agrees to the following:

a. Provide Room and Board to the Child.

b. Follow admission requirements related to medical screening, physical examination, medical testing and immunization.

c. Develop an understanding of the responsibilities, objectives, and requirements of the LEA with regard to the care of the Child, and work with the LEA in regard to the care of, and the planning for, the Child.

d. Encourage the maintenance of the natural parent-child relationship, and include the Child's parents in the treatment plan whenever possible.

e. Not use any form of corporal punishment or degrading or embarrassing discipline. Agree not to use deprivation of meals, monetary allowances, visits from parents, home visits, or threat of removal from the Facility. The use of constructive alternative methods of discipline is encouraged provided it is consistent with the Child's IEP and any behavior plan.

f. Respect and keep confidential information regarding the Child and his/her family, except as required by law.

g. Work toward successful termination of this out-of-home placement, involving the Child, parents, and the LEA on a planned basis.

h. Conduct a staffing or review on the Child at least once every three (3) months.

i. Submit an initial diagnostic summary and master treatment plan to the LEA within three (3) months from the date of placement, to the extent this information has not already been provided to the LEA by the Facility. This summary shall include the following information regarding the Child:

1) Medical and dental needs;

2) Psychological/psychiatric evaluations obtained;

3) Staffing review summaries;

4) Educational assessment;

5) Peer adjustment;

6) Relationship to staff;

7) Involvement in recreation program;

8) Behavioral problems;

9) Short-term treatment objectives (goals established for next 3 months);

10) Long-range goals including anticipated length of placement;

11) Tasks planned to reach objective and goals and staff who will be performing these tasks, including agency service activity;

12) Identification of unmet needs; and

13) Involvement of Child and his/her parents in the treatment program.

j. Submit ongoing written evaluations to the LEA quarterly. These evaluations shall include the following information:

1) Current status of the Child's physical and psychological health;

2) Reassessments of the Child's adjustment to the Facility, program, peers, school, and staff;

3) Progress toward short-term objectives and long-range goals, including tasks that have been performed to reach these objectives and goals;

4) Reassessment of unmet needs and efforts made to meet them;

5) Modification of treatment plan, tasks to be performed, and anticipated length of placement; and

6) Involvement of the Child and his/her parents in treatment program.

k. Notify the Case Management Project staff within twenty-four (24) hours or the LEA's next business day, whichever is sooner, of significant changes in the Child's health, behavior, or physical location, as well as any changes to his/her prescribed medication.

In the event of a Child's death or serious bodily injury, the Facility will immediately notify the Case Management Project staff. In the case of any of the events described above, the Facility will notify LEA's representative(s) identified in paragraph 2 of the Individual Services Agreement, as well as the Case Management Program staff identified in paragraph 3 of the Individual Services Agreement to the extent the Facility is obligated by law to notify the LEA.

l. Report by telephone to the Case Management Project staff and LEA's representative(s) identified in paragraph 2 of the Individual Services Agreement any special incident involving the Child within twenty-four (24) hours of its occurrence, and to submit a written report within forty-eight (48) hours.

m. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed.

n. Give the Case Management Project staff and LEA's representative described in paragraph 2 of the Individual Services Agreement written prior notice of at least fourteen (14) school days of intent to discharge the Child unless it is agreed upon in writing with the LEA that less notice is necessary.

o. Conform to all applicable licensing requirements of the State of California.

p. Provide state and federal agencies access to requested information on the Child as required by state and/or federal law.

q. Only admit the Child to or discharge the Child from the Facility under the auspices of the Parent (as this term is defined in paragraph 3.bb. below), and to recognize that the Parent can remove the Child from the Facility at will provided that the Parent has legal authority to do so.

r. Prepare monthly invoices to the LEA consistent with paragraphs 3.v. (Notices), 3.z. (Billing and Payment) and 3.aa. (Right to Withhold) below. The Facility shall notify the LEA when Medi-Cal or any other agency or insurance provider is billed for the Room and Board costs associated with the Child's placement at Facility.

SECTION 3: PARTIES AGREE TO

3.1 Parties agree to the following:

a. Termination. Should a court of competent jurisdiction, the Legislature, or the Governor determine that the State Department of Mental Health and its local mental health agencies are responsible for providing mental health services, this Master Agreement shall be deemed null and void immediately. The LEA may also immediately suspend or terminate this Master Agreement in whole or in part when it determines that Facility has failed to comply with any term of this Master Agreement or when it is determined and agreed upon by the child's expanded IEP team that the Facility is no longer an appropriate placement. Under circumstances other than those set forth above, the LEA may terminate this Master Agreement at any time by giving Facility thirty (30) days written notice of such termination. Such termination shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination.

b. Room and Board. It is understood and acknowledged that this Master Agreement only commits the LEA to payment for Room and Board as that term is defined in paragraph 1.a. above, and not special education and/or related services. If the educationally related mental health services are wrapped in with the Room and Board rates, indicate that option in section 3.y of this Appendix C.

c. Privacy. The Parties acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 14-109, students' records under the Family Educational Rights and Privacy Act ("FERPA"), section 1232g of Title 20

of the United States Code; and under any provisions of state law relating to privacy. The Parties shall ensure that all activities undertaken under this Master Agreement will conform to the requirements of these laws.

d. Indemnification. The Parties shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity provision shall survive the term of this Master Agreement and is in addition to any other rights or remedies that the LEA or Facility may have under law and/or the Master Agreement.

e. Integration. This Master Agreement represents the entire understanding of the Parties 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. This Master Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated agreement.

f. Laws and Venue. This Master Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Master Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California, unless otherwise specifically provided for under California law.

g. Third Party Rights. Nothing in this Master Agreement shall be construed to give any rights or benefits to anyone other than the LEA or Facility.

h. Employment Status. This Master Agreement is by and between two independent contractors and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association. Facility's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

i. Warranty of Facility. Facility warrants that Facility and each of the personnel employed or otherwise retained by Facility for services performed to the Child are properly certified and licensed under the laws and regulations of the State of California to provide services to the Child.

j. Safe and Appropriate Environment. Facility shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. Facility shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

k. Requirement to Report

1) Child Abuse or Molestation. Facility shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, Facility shall include in the report the name, telephone number and address of the LEA representative as identified in paragraph 3.v., below, of this Master Agreement.

2) Student Injury. Facility agrees to complete a written accident report when a student has suffered an injury that requires medical attention, and notify the LEA within forty-eight (48) hours. Facility agrees to submit a written incident report to the LEA by the end of the following school day, in cases of injury resulting from physical restraint or the death of Child. Facility agrees to reasonably participate in any communications between a Child's parents and the LEA regarding any injuries resulting from physical restraint.

l. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Master Agreement shall not render the other provisions unenforceable, invalid, or illegal.

m. Term. Except as otherwise provided for herein, this Master Agreement shall cover the period of February 20,

2019 through and including June 30, 2019. This Master Agreement shall terminate as of 11:59 p.m., Pacific Standard Time on June 30, 2019, except as provided for in paragraph 3.a., above. However, this Master Agreement may be extended by the Parties' mutual written consent.

n. Execution by Facsimile or in Counterparts. This Master Agreement may be signed in counterparts and the signatures may appear on separate signature pages. A copy or an original, with all signatures attached, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

o. Effective Date. This Master Agreement has no force or effect until approved or ratified by the LEA's Governing Board.

p. Compliance with Applicable Federal and State Laws. During the term of this Master Agreement, the Parties shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, and related laws pertaining to California public school students, including but not limited to fingerprinting laws as described in Education Code section 45125.1.

q. Nondiscrimination. The Parties shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

r. IEP Participation and Other Meetings. The Facility shall attend LEA mandated meetings, IEPs and/or meetings concerning the LEA's policies and procedures at the LEA's request. The LEA shall provide the Facility with reasonable notice of mandated meetings. Attendance at such meetings cannot be charged to the LEA and shall be attended at the Facility's expense.

s. Forwarding of Records. The Facility agrees, in the event of Facility closure, to immediately forward all of the Child's records to the LEA to the extent the LEA is permitted by law to receive these records.

t. Insurance. Prior to the execution of this Master Agreement, Facility shall, at its sole cost and expense, maintain in full force and effect, during the term of this Master Agreement, including all extensions, the insurance specified in the Main Document.

u. Inspection and Audit

1) Maintenance of Fiscal Records. Fiscal records shall be maintained by the Facility for five years and shall be available for audit consistent with the provisions of this section.

2) LEA Access to Documents Related to the Master Agreement. The Facility shall provide access to, or forward copies of, any documents or other matters relating to this Master Agreement within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the Facility at the time it is made. The Facility may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) daily service logs and notes or other documents used to record the provision of related services; 2) signature verification lists specifying name, degree, license and/or registration number, position/title, signature and initials; 3) dates of hire, and dates of termination; 4) staff time sheets; 5) related services contracts; 6) liability and workers' compensation insurance policies; 7) marketing materials; 8) statements of income and expenses; and 9) general ledgers and supporting documents.

3) Reasons for Visits. Case Management Project staff, LEA staff and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP. Case Management Project staff, LEA and/or Special Education Local Plan Area representatives may make announced visits provided that they give the Facility written notice at least one (1) business day before the visit.

4) Quality Review Committee. Upon request, the Facility shall provide the LEA with annual program goals and implementation plan.

v. Successors in Interest. This Master Agreement binds the Facility's successors and assignees.

w. Inability to Meet Master Agreement Requirements. The Facility shall notify the LEA in writing when the Facility is unable to meet the requirements of this Master Agreement. The LEA shall notify the Facility in writing when it is unable to meet the requirements of this Master Agreement.

x. Billing and Payment

Reference the Main Contract Document for language regarding Invoices, Late Invoices and Late Payment.

1) Payment. The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to paragraph 3.v. (Notices) of this Master Agreement. This payment shall be at the rates agreed to in paragraph 1.a. of this Master Agreement and shall be in an amount equal to the number of creditable days of residence. If no notice of withholding is provided to Facility within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the Facility.

y. Financial

RATE SCHEDULE FOR CONTRACT YEAR 2018-2019

The CONTRACTOR: New Haven Youth and Family Services

The CONTRACTOR CDS NUMBER: 37-68452-7072713
Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

LEA Finance Representative Name: Marilyn Adrianzen

LEA Finance Representative Phone: (619) 428-4476 Fax: (619) 428-6473

1) Rates

SERVICE	RATE	PERIOD
a. Room and Board	$9,913.00	mo
b. Residential Mental Health		

z. Parent. For the purpose of this Master Agreement, unless otherwise stated, a Parent is the natural parent, adoptive parent, or legal guardian or any other adult granted physical and legal custody or educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. However, an adult who has only been given educational decision-making rights by the natural or adoptive parent may not discharge or otherwise remove the Child from the Facility unless permitted by law to do so. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the Child if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 4: APPROVALS

CONTRACTOR
Residential Treatment Facility

Authorized Representative Signature — DATE: 2/27/19

Doreen Quinn, CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature — DATE: _____

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature — DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval — DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE ED LADDER ORGANIZATION FOR EDUCATIONAL TUTORING

BACKGROUND INFORMATION:

The Ed Ladder is a not-for-profit educational organization, formed by local educators, dedicated to delivering personalized, professional, donor-funded, strategic, supplemental tutoring services to underserved populations in the County of San Diego:

- Committed to building successful individuals and productive citizens through education
- Bridging the "Supplemental Educational Services Gap"
- Collaborating with San Diego County's social service organizations and agencies

In order to support our homeless youth with educational and academic needs, the San Ysidro School District is requesting tutoring services from The Ed Ladder organization; as a requirement under the Education and Secondary Education Act (ESEA) formerly the No Child Left Behind Act (NCLB).

The San Ysidro School District anticipates serving 50 to 75 students classified as homeless under the McKinney-Vento Act. Students from within our seven schools will be eligible for tutoring services. Cost implications include $60.00 hourly rate cost for one-on-one coaching support and/or $75.00 per hour rate for a small group of 2 to 5 students. These services will be covered from the Education for Homeless Children and Youth Program grant and should not exceed $50,000.00.

RECOMMENDATION:

Approve the agreement with the Ed Ladder Organization to provide educational tutoring services to homeless students from all schools in the District at a cost not to exceed $50,000.00 from the McKinney-Vento Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Climate, Safety and Student Engagement – Action .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	
$50,000.00 (Amount)	McKinney-Vento Funds (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

Contract #: _____

PROFESSIONAL SERVICES AGREEMENT BETWEEN

SAN YSIDRO SCHOOL DISTRICT
AND
THE ED LADDER

THIS AGREEMENT for professional services is made by and between the San Ysidro School District ("District"), a public school district formed and operating pursuant to the laws of the State of California and The Ed Ladder, a 501c3 non-profit organization, whose primary place of business is located at 5663 Balboa Avenue, Suite 508, San Diego, CA 92111 ("Consultant/Professional"), (together sometimes referred to as the "Parties") as of _____, (the "Effective Date").

RECITALS

WHEREAS, California Government Code section 53060 grants school districts the authority to contract with and employ persons for the furnishing of special services to such districts, if such persons are specially trained, experienced and competent to perform the special services requested; and

WHEREAS, Consultant/Professional is specially trained and possesses the skills, experience, education, competency, licenses and/or credentials necessary to perform the required services; and

WHEREAS, the services performed under this Agreement are funded in whole or in part by any state or federal grant; and

WHEREAS, the District does not employ persons with sufficient expertise to perform the required services.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do agree as follows:

TERMS OF AGREEMENT

SECTION 1: SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant/Professional shall provide to District the services described in the Scope of Work/Services attached as ***Exhibit A,*** attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and ***Exhibit A***, the Agreement shall prevail except provisions relating to payment.

1.1 Term. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2019. Consultant/Professional shall complete the work described in ***Exhibit A*** prior to that date, unless the term of this Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant/Professional to complete the services required by this Agreement shall not affect the District's right to terminate the Agreement, as provided for in Section 8.

1.2 Professional Skill. It is mutually agreed by the Parties that District is relying upon the professional skill of the Consultant/Professional as a specialist in the work, and Consultant/Professional represents to the District that its work shall conform to the normal professional standards of the profession. Acceptance of the Consultant/Professional's work by the District does not operate as a release of Consultant/Professional's representations. It is intended that Consultant/Professional's work shall conform to normal standards of accuracy, completeness and coordination.

1.3 Standard of Performance. Consultant/Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant/Professional is engaged in the geographical area in which Consultant/Professional practices its profession. Consultant/Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant/Professional's profession.

1.4 Assignment of Personnel. Consultant/Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant/Professional shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.

1.5 Time. Consultant/Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.3 above and to satisfy Consultant/Professional's obligations hereunder.

SECTION 2: COMPENSATION. District hereby agrees to pay Consultant/Professional a sum not to exceed Fifty Thousand Dollars ($50,000.00) notwithstanding any contrary indications that may be contained in Consultant/Professional's proposal, for services to be performed and any permitted reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant/Professional's proposal, regarding the amount of compensation, the Agreement shall prevail. District shall pay Consultant/Professional for services rendered pursuant to this Agreement at the time and in the manner set forth in herein. The payments specified herein shall be the only payments from District to Consultant/Professional for services rendered pursuant to this Agreement. Consultant/Professional shall submit all invoices to District in the manner specified herein.

Except as specifically authorized by District, Consultant/Professional shall not bill District for duplicate services performed by more than one person.

Consultant/Professional and District acknowledge and agree that compensation paid by District to Consultant/Professional under this Agreement is based upon Consultant/Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant/Professional. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant/Professional and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant/Professional shall submit invoices, not more often than once a month during the term of this Agreement for services performed plus any pre-approved reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.,
- The beginning and ending dates of the billing period;
- A Billing Summary containing the original contract amount, the amount of prior billings, the total due this period, and the balance available under the Agreement;
- A brief description of the work during this billing period; and
- The Consultant/Professional's signature or the invoice on the Consultant/Professional's letterhead.

2.2 **Monthly Payment.** District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. The administrator responsible for verifying that services have been performed and authorized to approve invoice payment is:

Veronica Medina – Student and Family Services Manager
SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476 x. 3083
veronica.medina@sysdschools.org

2.3 District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant/Professional.

2.4 **Final Payment.** District shall pay 100% of the last total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to District of a final invoice, if all services required have been satisfactorily performed.

2.5 **Total Payment.** District shall pay for the services to be rendered by Consultant/Professional pursuant to this Agreement. District shall make no payment for any extra, further, or additional services pursuant to this Agreement. In no event shall Consultant/Professional submit any invoice for an amount in excess of the maximum amount of compensation

provided above either for a task or for the entire Agreement, unless this Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

2.6 Hourly Fees. No hourly fees are billable for work performed as part of the Scope of Work/Services unless such fees are specified in ***Exhibit A.***

2.7 Reimbursable Expenses. Reimbursable expenses, if any, are specified in ***Exhibit A***, and are included in the total amount of compensation provided under this Agreement which shall not be exceeded.

2.8 Payment of Taxes. Consultant/Professional is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement.

2.9 Payment upon Termination. In the event that the District or Consultant/Professional terminates this Agreement pursuant to Section 8, the District shall compensate the Consultant/Professional for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant/Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.10 Authorization to Perform Services. The Consultant/Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the District Representative.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant/Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement, District shall make available to Consultant/Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

District shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant/Professional's use while consulting with District employees and reviewing records and the information in possession of the District. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of District. In no event shall District be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement Consultant/Professional, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance identified in ***Exhibit B*** against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant/Professional and its agents, representatives, employees, and subconsultants. Consistent with the following provisions, Consultant/Professional shall provide Certificates of Insurance (attached as ***Exhibit C***)

indicating that Consultant/Professional has obtained or currently maintains insurance that meets the requirements of this Agreement and that is in a form satisfactory to the District. Consultant/Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant/Professional's price. Consultant/Professional shall not allow any subconsultant(s) to commence work until Consultant/Professional has obtained all insurance required herein for the subconsultant(s).

Section 5 INDEMNITY AND RESPONSIBILITIES. To the fullest extent allowable by law, Consultant/Professional will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by Consultant/Professional during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

5.1 **Selection of Defense Counsel.** If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Consultant/Professional shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

5.2 **Payment of Judgment.** In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Consultant/Professional shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

5.3 **Indemnification Limitations.** The foregoing obligation(s) of Consultant/Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Consultant/Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant/Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Consultant/Professional from liability under this indemnification and hold harmless clause.

This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant/Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.4 Liability for Employment Related Obligations. In the event that Consultant/Professional or any employee, agent, or subcontractor of Consultant/Professional providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the California State Teachers Retirement System to be eligible for enrollment as an employee of District, Consultant/Professional shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Consultant/Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

5.5 Civil Code Exclusions. Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant/Professional to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

5.6 Tender of Defense and Indemnity. The Consultant/Professional's obligation to defend and indemnify shall not be excused because of the Consultant/Professional's inability to evaluate liability or because the Consultant/Professional evaluates liability and determines that the Consultant/Professional is not liable to the claimant. The Consultant/Professional must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Consultant/Professional fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant/Professional under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Consultant/Professional accepts or rejects the tender of defense, whichever occurs first.

5.7 Survival. The terms of this section 5 shall survive termination of this Agreement.

Section 6. STATUS OF CONSULTANT/PROFESSIONAL.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant/Professional shall be an independent contractor and shall not be an employee of District. District shall have the right to control Consultant/Professional only insofar as the results of Consultant/Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to subparagraph 1.4. Except as expressly provided in this section 6.1, District shall not have the right to control the means by which Consultant/Professional accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or

ordinance to the contrary, Consultant/Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS)(or other defined benefit employee retirement plans) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS or other benefits.

6.2 Consultant/Professional No Agent. Except as District may specify in writing, Consultant/Professional shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant/Professional shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant/Professional and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant/Professional and any subconsultant(s) shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant/Professional represents and warrants to District that Consultant/Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of what-so-ever nature that are legally required to practice their respective professions. Consultant/Professional represents and warrants to District that it and its employees, agents, any subconsultant(s) shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant/Professional and any subconsultant(s) shall obtain and maintain during the term of this Agreement valid Business Licenses from the City of San Diego.

7.5 Nondiscrimination and Equal Opportunity. Consultant/Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant/Professional under this Agreement. Consultant/Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the

subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant/Professional thereby.

Consultant/Professional shall include the provisions of this subsection in any subcontract approved by the District Representative or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. District may cancel this Agreement, without cause, upon thirty (30) days' written notice to Consultant/Professional. In the event of termination, Consultant/Professional shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Consultant/Professional delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant/Professional or prepared by or for Consultant/Professional or the District in connection with this Agreement.

8.2 Extension. District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties and approved by District's governing board.

8.4 Assignment and Subcontracting. District and Consultant/Professional recognize and agree that this Agreement contemplates personal performance by Consultant/Professional and is based upon a determination of Consultant/Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Consultant/Professional. Consultant/Professional may not assign this Agreement or any interest therein without the prior written approval of the District Representative. Consultant/Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the District Representative.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant/Professional shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant/Professional. If Consultant/Professional materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:

- Immediately terminate the Agreement;
- Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant/Professional pursuant to this Agreement;

- Retain a different Consultant/Professional to complete the work described in ***Exhibit A*** not finished by Consultant/Professional; and/or
- Charge Consultant/Professional the difference between the cost to complete the work described in ***Exhibit A*** that is unfinished at the time of breach and the amount that District would have paid Consultant/Professional pursuant to Section 2 if Consultant/Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant/Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant/Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Consultant/Professional hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Consultant/Professional agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 **Consultant/Professional's Books and Records.** Consultant/Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant/Professional under this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant/Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

9.4 **Records Submitted in Response to an Invitation to Bid or Request for Proposals.** If this Agreement was procured through a Request for Proposals (RFP) or invitation to bid issued by the District, all documents submitted in response to the RFP or invitation to bid become the exclusive property of the District. At such time as the District selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant/Professional and

plainly marked as "Business Secret" or Trade Secret." Any proposal that contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

The District shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant/Professional has not plainly marked it as a "Trade Secret" or "Business Secret" or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant/Professional agrees to indemnify, defend and hold harmless the District, its agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded against the District in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the District's award of the any subsequent agreement. In submitting a proposal, Consultant/Professional agrees that this indemnification survives as long as the trade secret information is in the District's possession, which includes a minimum retention period for such documents.

9.5. Confidentiality of Student Records. 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.

9.6 **Screening Requirements.** Consultant/Professional shall comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and the Federal Bureau of Investigation (hereinafter referred to as "FBI") as we;; as tuberculosis ("TB") clearance for Consultant/Professional's employees, volunteers, and independent contractors prior to providing service to any District student. Any of these requirements may be waived if the District, in its sole and absolute discretion, determines that Consultant/Professional and/or its employees, volunteers, and any independent contractors/consultants will not be performing services on District campuses and/or will not have any contact with District students, as applicable.

9.6.1 CDOJ and FBI clearances shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j).

- Consultant/Professional shall make a request for subsequent arrest service from the CDOJ and FBI as required by California Penal Code section 11105.2 with respect to each such person.
- Upon request of the District Representative, Consultant/Professional shall certify in writing that Consultant/Professional has at all times complied with this section of the Agreement.
- Consultant/Professionals employing or staffing current District or other school district's employees must obtain clearance from the CDOJ and FBI verified with Consultant/Professional's Originating Agency Identifier number ("ORI").

Consultant/Professionals with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees.

- If Consultant/Professional's services are limited to online services, contact with District students shall also include electronic contact, and Consultant/Professional shall comply with the requirements for CDOJ and FBI clearances described in this section. In such cases, employees having only electronic or telephone contact with district students shall not be required to obtain TB clearance.
- Administrative staff for Consultant/Professional not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ and FBI clearances described in this section. In such cases, employees only having access to confidential District student information shall not be required to obtain TB clearance.

9.6.2 The Consultant/Professional shall provide each tutor, site director, and any other employee(s) in contact with District students with an identification badge that exhibits the Consultant/Professional's company name, employee name, and a picture of the employee.

9.6.3 **Tuberculosis Examination**. Consultant/Professional and its subconsultant(s) shall ensure that all persons performing services under this Agreement will provide a current tuberculosis (TB) certificate of clearance, to include x-ray clearance when required, prior to commencing services pursuant to this Agreement. Consultant/Professional shall ensure that it will not place any person at a school without a valid TB certificate on file showing that the employee was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).

Section 10. MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret a provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Diego or in the United States District Court for the Southern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this

Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Use of Recycled Products.** Consultant/Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant/Professional may serve other clients, but none whose activities or whose business, regardless of location, would place Consultant/Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Consultant/Professional shall not employ any district official in the work performed pursuant to this Agreement. No officer or employee of the District shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant/Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the District. If Consultant/Professional was an employee, agent, appointee, or official of the District in the previous twelve months, Consultant/Professional warrants that it did not participate in any manner in the forming of this Agreement. Consultant/Professional understands that if this Agreement is or was made in violation of Government Code §1090 *et seq.* the entire Agreement is void and Consultant/Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant/Professional will be required to reimburse the District for any sums paid to the Consultant/Professional. Consultant/Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California. By initialing below, the Consultant/Professional and the officer or employee of the District warrants that they do not have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

10.8 **Solicitation.** Consultant/Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally **or** through any written materials.

10.9 **District Representative.** This Agreement shall be administered by

Veronica Medina – Student and Family Services Manager
SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476 x. 3083
veronica.medina@sysdschools.org

or designee, _____
_____
_____

(Contracting Officer's Technical Representative). All daily operational correspondence shall be directed to or through the District Representative or his or her designee. Further, if applicable to the services to be performed, Consultant/Professional will assign one staff person or "account manager" to coordinate the work of any subconsultant(s) and support staff performing work under this Agreement.

10.10 Non-Funding. Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

10.11 Notices. Written contract notices shall be addressed as follows:

District:	Consultant:
Marilyn Adrianzen Chief Business Official. and Veronica Medina Student and Family Services Manager SAN YSIDRO SCHOOL DISTRICT 4350 Otay Mesa Road San Ysidro, CA 92173	Marilyn C. Mesina Program Director THE ED LADDER 5663 Balboa Avenue, #503 San Diego, CA 92111

10.12 Integration. This Agreement, including exhibits, represents the entire and integrated agreement between District and Consultant/Professional and supersedes all prior negotiations, representations, proposals or agreements, either written or oral.

10.13 Exhibits. This Agreement includes the following exhibits, all of which are incorporated into the Agreement as if fully set forth herein:

Exhibit A: Scope of Work/Services and Payment Terms
Exhibit B: Insurance Requirements
Exhibit C: Certificates of Insurance

10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

This Agreement is effective only if signed below by the duly authorized representatives of the Parties. By signing this Agreement, Consultant/Professional represents that it has the legal authority to enter into this Agreement and to bind the entity to the terms set forth herein.

The Ed Ladder	**San Ysidro School District**
Signed By: Marilyn C. Mesina Its: Program Director Date: _____	**Signed** By: _____ Its: _____ Date: _____

APPROVED AS TO CONTENT	**Approved in a public meeting of the Board of Education of the San Ysidro School District on**
Date: _____ Executive Director San Ysidro School District	Date: _____ _____ San Ysidro School District Board of Education
APPROVED AS TO FORM AND LEGALITY	
Date: _____ General Counsel San Ysidro School District	

Contract #: _____

EXHIBIT A

SCOPE OF WORK/SERVICES AND PAYMENT TERMS

I. Scope of Work/Services to be Provided

Consultant/Professional will provide supplemental instructional services for targeted eligible students from San Ysidro School District referred by Student and Family Services.

II. Payment Terms

The San Ysidro School District will pay fees to Consultant/Professional for instructional services performed under this Agreement as follows:

Per hourly rate for one-on-one coaching support ($60)
Per hourly rate for small group (2-5 students) coaching support ($75)

TOTAL NOT TO EXCEED for Agreement $ 50,000.00

No payment shall be made until District verifies that all services for which payment is requested have been fully and satisfactorily performed. Consultant/Professional shall submit to District any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

EXHIBIT B

INSURANCE REQUIREMENTS

1.0 Workers' Compensation. Consultant/Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant/Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. In the alternative, Consultant/Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self- insurance program meets the standards of the Labor Code shall be solely in the discretion of the District's Risk Manager. The insurer, if insurance is provided, or the Consultant/Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement through a Waiver of Subrogation.

2.0 Commercial General and Automobile Liability Insurance.

2.1 General requirements. Liability and Automobile carriers shall possess a current Best's Key Rating of A Minus (A-), VII or better.

2.1.1 Commercial General Liability (including operations, products, and completed operations) $2,000,000 per occurrence/$4,000,000 aggregate for bodily injury, personal injury and property damage. If insurance is on a claims made policy, tail coverage for the duration of the Agreement must be provided. Such coverage shall be retroactive to on or before the Effective Date of this Agreement.

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000,00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

2.1.3 If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.1.4 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

2.1.5 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy.

2.1.5.1 The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2.1.5.2 Any failure of Consultant/Professional to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

2.1.6 **Insurance shall include coverage for sexual abuse and molestation allegations up to the full policy limit. [This requirement may be WAIVED by District if there is no direct student contact.]**

For vendors who provide software development, installation, storage (including cloud computing), or host, use or access District data:

2.1.7 **Cyber Risk or Cloud Insurance:** Where the services provided in the Agreement relate to software development, software installation, storage of electronic data (including cloud computing), the hosting of District data, the use of District data or access to District data, including student information, the Consultant/Professional (service provider) shall provide Cyber Risk/Cloud Insurance as specified in this Section 2.1.7. Subject to limits of at least $1,000,000 per claim/$2,000,000 aggregate to be maintained for the duration of the Agreement and three years following its termination, to respond to privacy and network security liability claims including, but not limited to:

- Liability arising from theft, dissemination, and/or use of District confidential information, including but not limited to bank, credit card account, student records, and personally identifiable information such as name, address, social security numbers, etc., regardless of how the information is stored or transmitted.
- Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or District date, including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to an employee's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- Crisis-management expenses (i.e. notification, public relations, reputation damage, forensics, etc.)

for a data breach.

3.0 Professional Liability Insurance.

3.1 General requirements. Consultant/Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) covering the licensed professionals' errors and omissions. Any deductible or self- insured retention shall not exceed $150,000 per claim and, as provided for herein, and must be disclosed to and approved by District.

4.0 All Policies Requirements.

4.1 Acceptability of insurers. All required coverages must be provided by insurers licensed to conduct business in the State of California and rated "A-, VII" or better by the current Best's Key Rating Guide. Non-admitted carriers must be included on the most recent California List of Accepted Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

4.2 Additional insured. The San Ysidro School District shall be "Additional Insured" as stated on the Certificates of Insurance and Endorsements.

4.3 Verification of coverage. Certificates of Insurance and Endorsement shall be filed with the District's Business Services Department. The District reserves the right to require complete copies of all required insurance policies at any time. Consultant/Professional shall provide, upon District request, complete copies of all policies delivered to Consultant/Professional by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Consultant/Professional beginning services, it shall not waive the Consultant/Professional's obligation to provide them.

4.4 Notice of Reduction in or Cancellation of Coverage. Certificates of Insurance shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Ysidro School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice." Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

4.5 Additional insured; primary insurance. District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant/Professional, including the insured's general supervision of Consultant/Professional; products and

completed operations of Consultant/Professional, as applicable; premises owned, occupied, or used by Consultant/Professional; and automobiles owned, leased, or used by the Consultant/Professional in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

4.6 **Deductibles and Self-Insured Retentions.** Consultant/Professional shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant/Professional may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant/Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.7 **Variation.** The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

5.0 **Remedies.** In addition to any other remedies District may have if Consultant/Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Consultant/Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant/Professional to stop work under this Agreement or withhold any payment that becomes due to Consultant/Professional hereunder, or both stop work and withhold any payment, until Consultant/Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Vista Del Mar Middle School
Nadia Aviles, 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.

A total of 8 weeks of parent education workshops will be offered at Vista Del Mar Middle School every Wednesday starting April 11th – May 30th 2019.

RECOMMENDATION:
Approve the agreement with the Mano A Mano Foundation for parent education workshops at Vista Del Mar Middle School during the months of April through May, 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. 3.3 Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

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

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

$4,000.00	Title I Funds	0100-3010000-1110-1000-4300001-025
(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 Mano a Mano Foundation (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

To provide Parent Education workshops services at Vista Del Mar Middle 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 Vista Del Mar Middle School during the months of April 11, 2019 through May 30, 2019 for 8 weeks as scheduled with the school site administrator.

3. Compensation:

DISTRICT will pay SPEAKER a not to exceed amount of $4,000.00 per site. 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:

Nadia Aviles
Principal, Vista Del Mar Middle School
(619) 428-4476 ext. 3900
Nadia.aviles@sysdschools.org

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 14, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: _____
☐ Informational
☒ Action

AGENDA ITEM: EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD – AMENDMENT NO. 2

BACKGROUND INFORMATION:
Since 1987, the California Department of Education (CDE) has administered Federal McKinney-Vento Homeless Assistance Act program funds. These funds are used to provide grants to facilitate the identification, enrollment, attendance, and success in school for homeless children and youth.

Successful applications for the Education for Homeless Children and Youth (EHCY) program grant were approved for a three-year project period, beginning with fiscal year 2018–19. Based on receipt of Federal allocations for the EHCY Grant Program, the CDE will issue a new grant award each fiscal year for each of the three years.

San Ysidro School District was awarded the EHCY Program Grant for a three-year period, funds will be used to provide supplemental services for our homeless children and youth. The State amended the award increasing it by $3,125.00 for a total award of $125,000.00 for fiscal year 2018-19. Note: Amendment No. 2 revises the federal grant number incorrectly reflected on previous amendment.

RECOMMENDATION:
Accept Amendment No. 2 to the Grant Award from the Education for Homeless Children and Youth Program to provide supplemental services for District's homeless children and youth.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Climate, Safety and Student Engagement – Action: 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

N/A	EHCY Grant Award	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter

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

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

ORIGINAL

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Gina Potter, Superintendent San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173	FY	PCA	Vendor Number	Suffix
	18	14332	68379	00
Attention Gina Potter, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office San Ysidro Elementary	Resource Code		Revenue Object Code	37
Telephone 619-428-4476	5630		8290	INDEX
Name of Grant Program Education for Homeless Children and Youth				0510

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$125,000		$125,000	2	7/1/18	6/30/19

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.196A	S196A180005	Education for Homeless Children and Youth	U.S. Department of Education

This is to inform you that the award for the Education for Homeless Children and Youth Program has been amended to correct the federal grant number.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the *original*, signed Grant Award Notification (AO-400) within 10 working days to:

Shoshannah Fuentes, Associate Governmental Program Analyst
Regional Support and Awards Office
California Department of Education
1430 N Street, Suite 6208
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Shoshannah Fuentes	Associate Governmental Program Analyst
E-mail Address sfuentes@cde.ca.gov	**Telephone** 916-319-0384
Signature of the State Superintendent of Public Instruction or Designee ▸ *Mindi Parsons, Interim Director*	**Date** 2/19/2019

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
E-mail Address	**Telephone**
Signature ▸	**Date**

Grant Award Notification (Continued)

1. The grantee must use Education for Homeless Children and Youth (EHCY) funds for activities authorized under the McKinney-Vento Homeless Assistance Act (42 *U.S.C.* §11431 et seq.) as described in its approved application submitted to the California Department of Education (CDE) in February 2015.

2. The grantee must expend all EHCY funds by June 30, 2019. Carryover is not allowed.

3. The grantee must submit **four** expenditure reports. Failure to submit required reports by the due dates may result in billing for the entire amount of grant funds advanced, or a possible reduction of any subsequent grant funds. Homeless Education Budget and Expenditure Forms will be sent to each grantee via e-mail.

Quarterly Expenditure Report Due Dates

For Reporting Period:	**Due to the CDE by:**
July 1, 2018, through September 30, 2018	October 31, 2018
October 1, 2018, through December 31, 2018	January 31, 2019
January 1, 2019, through March 31, 2019	April 30, 2019
April 1, 2019, through June 30, 2019	July 31, 2019

4. The CDE will distribute funds to the grantee in four payments: three payments of 30 percent each, and a final payment of up to 10 percent. The CDE will release the first payment after receipt of the signed Certification of Acceptance of Grant Requirements, a completed 2018–19 Budget Request, and the signed Grant Award Notification (AO-400). The CDE will issue the second and third payments after the grantee has submitted the quarterly expenditure reports due on October 31, 2018, and January 31, 2019, respectively. Please note that the grantee must have expended at least 65 percent of its previous payment before the CDE will issue another payment. The CDE will issue the final payment of up to 10 percent after the grantee has submitted the 2018–19 Final Expenditure Report, due July 31, 2019.

5. Budget changes that are more than 10 percent of the grant amount require advance approval from the CDE. If the grantee wishes to change the line-item(s) on the approved 2018–19 budget, a Budget Change Request must be submitted before **May 31, 2019**. Any changes after this date will not be approved.

6. The grantee must comply with the requirements that pertain to sub-grantees in Title 2, Subtitle A, Chapter II, Part 200 of the *Code of Federal Regulations.* Please note that the grantee is required to remit to the CDE all interest greater than $500 per year which has been earned on unspent federal program cash advances. This must be done quarterly. When reporting and remitting federal interest to the CDE, a grantee should specify the time period associated with the interest earned and the federal program resource code. More information on this subject may be found on the CDE Calculating Interest Earned on Federal Funds Web page at http://www.cde.ca.gov/fg/ac/co/intfedfunds-calculating.asp. Please send interest earned to the CDE at the following address:

California Department of Education
P.O. Box 515006
Sacramento, CA 95851
Attention: Cashier's Office

7. If your local educational agency does not wish to accept EHCY funds, please write "DECLINE" diagonally across the front of this form. Sign and return to Shoshannah Fuentes at the address on the front of this document.