

San Ysidro School District Governing Board

AGENDA

Thursday
February 25, 2016
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.

Sunset School
3825 Sunset Lane
San Ysidro

**4.5 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Julio Fonseca, Ed.D., Superintendent and Amy Hunt, Executive Director of Human Resources

Employee Organizations:

- San Ysidro Education Association/CTA
- California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:00 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 discussed items 4.4 and 4.5. No Action was taken.

5. CALL TO ORDER Who: President Diaz Time: 6:00 p.m.

6. ROLL CALL by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

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

7. FLAG SALUTE by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

8. CONFERENCE SESSION

Reports/Presentations

8.1 Instructional Design Update

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Esther Gutierrez, Sunset PTA President, 1) Shared concerns about parents using other people’s addresses and living status. 2) Mentioned that parents are happy with Dr. Fonseca and with what the Board is doing to move the District forward. 3) Mentioned that PTA will be paying for CPR classes for staff and parents.

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

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

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent’s Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysd.k12.ca.us

10. GENERAL ADMINISTRATION

10.1 MINUTES

The Board approved the minutes of the Regular Board meetings of October 22, 2015, October 8, 2015 and September 24, 2015.

Motion: Linares Second: Martinez Vote: Unanimous

10.2 ACCEPTANCE OF STATEMENT OF INTEREST OF SAN YSIDRO EDUCATION ASSOCIATION ON OPENERS WITH SAN YSIDRO SCHOOL DISTRICT FOR 2016-2017

The Board accepted the Statement of Interest of San Ysidro Education Association on openers with San Ysidro School District for 2016-2017.

Motion: Linares Second: Martinez Vote: Unanimous

The Board recessed at 7:31 p.m. and reconvened at 7:43 p.m.

10.3 ACCEPTANCE OF STATEMENT OF INTEREST OF CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ON OPENERS WITH SAN YSIDRO SCHOOL DISTRICT FOR 2016-2017

The Board accepted the Statement of Interest of California School Employees Association on openers with San Ysidro School District for 2016-2017.

Motion: Linares Second: Martinez Vote: Unanimous

10.4 AUDIT REPORT 2014-15 FISCALYEAR

The Board approved the Audit Report for the 2014-15 school year.

Motion: Martinez Second: Kinney Vote: Unanimous

10.5 RESOLUTION NO. 15/16-0008

The Board adopted Resolution No. 15/16-0008 Authorizing District to show its support of the San Ysidro Education Association in response to the hearing of Friedrichs v. California Teachers Association by the United States Supreme Court.

Motion: Martinez Second: Linares Vote: Unanimous

10.6 SECOND READING AND ADOPTION OF BUSINESS AND NONINSTRUCTIONAL OPERATIONS ADMINISTRATIVE REGULATION 3350 - TRAVEL EXPENSES

The Board approved the second reading and adoption of Administrative Regulation 3350 on Travel Expenses.

Motion: Linares Second: Kinney Vote: Unanimous

10.7 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS 4000 SERIES- PERSONNEL - Tabled

Approve second reading and adoption of revised Board Policies and Administrative Regulations 4000 Series Personnel and any exhibits that may be included.

Motion: Linares Second: Kinney Vote: 0- Motion fails

11.1

Vice-President Linares made a motion to table the item, seconded by Member Pallas. The vote was unanimous.

11. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Items 11A.3, 11B.13, 11B.19, 11B.20 for discussion and to be voted on separately.
- 2) Revised Consent Calendar Item 11B.12.

Motion: Martinez

Second: Linares

Vote: Unanimous

11A. CURRICULUM & INSTRUCTION

11A.1 APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2015-2016

The Board approved the publication of the School Accountability Report Cards for our seven schools for the school year 2015-16.

11A.2 PURCHASE OF SURVEY MONKEY MEMBERSHIP FOR 1 YEAR

The Board approved the renewal of the Survey Monkey membership for the period of March 2016 – March 2017 at a cost of \$300 from Supplemental and Concentration Funds.

11A.3 ADDITION OF TITLE I FUNDS TO THE SINGLE PLAN FOR STUDENT ACHIEVEMENT (SPSA) FOR WILLOW SCHOOL 2015-2016

The Board approved the addition of Title I funds to Willow’s School Single Plan for Student Achievement for 2015-16.

Motion: Martinez

Second: Linares

Vote: Unanimous

11A.4 FIELD TRIPS TO THE FATHER JUNIPERO SERRA TRAIL

The Board approved/ratified the field trips to the Father Junipero Serra Trail for 3rd grade classes from Sunset School at an approximate cost of \$530 for transportation services, which will be covered by the Mission Trails Foundation Grant.

11A.5 FIELD TRIP TO THE SAN DIEGO ZOO – LA MIRADA

The Board approved the field trip to the San Diego Zoo for 2 classes from La Mirada School at an approximate cost of \$265 for transportation from Title I and Supplemental & Concentration funds.

11A.6 FIELD TRIP TO OPERATION SCHOOL BELL

The Board approved/ratified the above listed field trip to Operation School Bell for approximately thirty students from Smythe School.

11A.7 FIELD TRIP TO UNIVERSITY OF CALIFORNIA, SAN DIEGO (UCSD)

The Board approved/ratified 45 students and 3 chaperones from San Ysidro Middle to go to UCSD on January 25, 2016. At the estimated cost of \$700 for transportation from Target Grant – AVID account.

11A.8 FIELD TRIP TO THE SAN DIEGO ZOO – SUNSET

The Board approved the field trip to the San Diego Zoo for 143 students from Sunset School on February 5, 2016 at an approximate cost of \$780.00 for transportation services from school fundraisers.

11A.9 STAFF DEVELOPMENT

The Board approved/ratified the attendance to the following workshops/trainings/events listed.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Tony Hua, Manuela Colom, Laura English, Lourdes Quezada, Mariaelena Delgadillo, Manuel Bojorquez, Monica Olivan, Maria Rodriguez, Katina De Leon, Rouba Tay, Gabriela Gonzalez, Efrain Burciaga, Cynthia Vinarao, Lorena Varela, Nancy Serrano, Cornelio Egasani, Mary Padilla	No Excuses University Institute	San Diego	January 25-26, 2016	\$10,000.00	Supplemental & Concentration Funds
Cecilia Cruz, Lydia Corona, Lorena Varela R.	13 th Annual Early Years Conference	San Diego	January 21, 2016	\$380.00	Preschool & Child Development CSPP & QPI Accounts
Mariaelena Delgadillo, Nicole Scarlett, Natalie La Rosa, Irene Herrera, Juan Pedraja, Saul Gonzalez, Patricia Manley, Nancy Serrano, plus 12 more teachers TBD	2016 ELA/ELD K-12 Instructional Materials Fair	SDCOE	January 26, 2016	\$3,000.00	Supplemental & Concentration Funds
Maritza Chavarin, Maria Ortiz, Alejandrina Camacho, Elvia Jaimez, Olga Espinoza, Guadalupe Salazar	Parent LCAP Symposium	SDCOE	January 30, 2016	\$270.00	Supplemental & Concentration Funds
Thelma Sotelo, Patty Burch, Guillermina Sandez, Natalie La Rosa, Sandra Rodriguez, Irene Herrera, Beatriz Bautista	Best Practices for LCAP Metric and Outcomes Workshop	SCREC	February 3, 2016	\$800.00	Supplemental & Concentration Funds

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Sergio Campos	Special Circumstance Independence Assessment (SCIA) TOT Workshop	SDCOE	February 8, 2016	\$30.00	Special Education Funds
Maria Preciado	CADA Convention	Reno, Nevada	March 2-5, 2016	\$900.00	ASB Funds

11B. BUSINESS

11B.1 PURCHASING REPORT

The Board approve/ratified the following purchase orders incurred by the District during the period of December 02, 2015 through January 11, 2016 (Report #6): ▪ General Fund: A70618-A70619, A70622-A70636, A70639-A70652, A70654-A70659, A70661-A70667, A70669-A70673, A70675-A70680 ▪ Child Development Fund: A70637-A70638, A70653, A70660, A70678 Cafeteria Fund: A70617, A70620-A70621 and ▪ Capital Facilities Fund: A70674.

11B.2 EXPENDITURE REPORT

The Board approved/ratified expenditures incurred by the District during the period of November 19, 2015 through December 17, 2015. Listing sheets #731 through #749. Payments were made with checks #12-453976 through #12-457612 for a total expenditure of \$1,530,211.12.

11B.3 ACCEPTANCE OF DONATIONS – REVISED

The Board approved the revision to the December 10, 2015 Acceptance of Donations Information.

11B.4 ACCEPTANCE OF DONATIONS

The Board accepted a donation valued at \$975.00 to help support and enrich our educational programs.

11B.5 SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAM’S LAWSUIT RELATED ISSUES FOR SCHOOL YEAR 2015-16

The Board accepted the Report of William’s Complaints for the first quarter, October 1, 2015 to December 31, 2015 of the 2015-2016 school year for submission to the San Diego County Office of Education.

11B.6 AMENDMENT TO THE AGREEMENT WITH KATHLEEN MOORE AND ASSOCIATES

The Board approved the amendment to the agreement with Kathleen Moore and Associates at a not to exceed cost of \$12,000 from the general fund.

11B.7 MASTER SERVICE AGREEMENT WITH MISSION FEDERAL CREDIT UNION

The Board approved the Master Service Agreement with Mission Federal Credit Union at no cost to the District.

11B.8 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT AMENDMENT 01

The Board approved/ratified the contract and resolution with the California State Department of Education Contract #CSPP-5430 Amendment 01 for the Preschool & Child Development Programs for fiscal year 2015-16.

11B.9 AMENDMENT TO THE YMCA CAMP FACILITY USE AGREEMENT FOR 6TH GRADE CAMP AND FIELDTRIP – SUNSET SCHOOL

The Board approved the amendment to the YMCA Camp Facility Use Agreement and the fieldtrip to Sunset School’s sixth grade students to attend the 2015-16 Camp Marston/Raintree Ranch during the month of March 2016.

11B.10 AGREEMENT WITH MATT UPTON – GUEST SPEAKER

The Board approved/ratified the agreement for services provided by guest speaker Matt Upton on January 8, 2016 at a cost of \$800 from Child Nutrition funds.

11B.11 AGREEMENT WITH NEW HORIZONS COMPUTER LEARNING CENTERS OF SOUTHERN CALIFORNIA

The Board approved the agreement with New Horizons Computer Learning Centers of Southern California in the amount of \$40,000 from the general fund.

11B.12 MEMORANDUM OF UNDERSTANDING WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE EXPANDED FOOD & NUTRITION EDUCATION PROGRAM

The Board approved the revised Memorandum of Understanding with the Regents of the University of California for the Expanded Food & Nutrition Education Program for school year 2015-16 at no cost to the District.

11B.13 AGREEMENT WITH CHERYL LAWSON - CONSULTANT

The Board approved the agreement with Ms. Cheryl Lawson for consultant services at a not to exceed cost of \$25,000 from the Special Education funds.

Motion: Linares Second: Martinez Vote: Unanimous

11B.14 RELIANCE COMMUNICATIONS, INC. – SCHOOL MESSENGER

The Board approved the renewal of the Reliance Communications, Inc. – School Messenger at a cost of \$5,019 from the general fund.

11B.15 MEMORANDUM OF AGREEMENT FOR AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM 2015-16

The Board approved the Memorandum of Agreement with the San Diego County Office of Education for the After School Education and Safety Program for fiscal year 2015-2016.

11B.16 NAVAIR NORTH ISLAND’S SCIENCE ENRICHMENT PROGRAM (NSEP) MEMORANDUM OF UNDERSTANDING

The Board approved/ratified the Memorandum of Understanding with NAVAIR North Island’s Science Enrichment Program (NSEP) 2015-16 at no cost to the District.

11B.17 AMENDMENT #2 TO THE EAST L.A. CLASSIC THEATRE-LANGUAGE IN PLAY SERVICE CONSULTANT SERVICE AGREEMENT

The Board approved the Amendment #2 to the East L.A. Classic Theatre-Language In Play Agreement for an additional not to exceed amount of \$3,000 and a not to exceed an agreement total of \$108,000 from the supplemental and concentration funds.

11B.18 REQUEST FOR PROPOSALS FOR AFTER SCHOOL EDUCATION & SAFETY (ASES) SERVICES

The Board approved/ratified the issuance of the Request for Proposals for 2016-17 ASES Services.

11B.19 IN LIEU OF TRANSPORTATION AGREEMENT

The Board approved/ratified the In Lieu of Transportation Agreement with the parents of two special needs students for school year 2015-16.

Motion: Martinez Second: Linares Vote: Unanimous

11B.20 AGREEMENT WITH STRATEGIC PARTNERSHIP SCHOOLS GROUP, INC. - Tabled

Approve the agreement with Strategic Partnership Schools Group, Inc. for grant writing services in the not to exceed amount of \$20,000 from the general fund.

Motion: Martinez Second: Linares Vote: 5 Noes

Member Martinez made a motion to table the item, seconded by Member Pallasigüe. The vote was unanimous.

11C. PERSONNEL – CLASSIFIED

EMPLOYMENT

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

- 11C.1 Admin Clerk I: Dolores Preciado-Sotelo, effective January 22, 2016.
- 11C.2 Licensed Vocational Nurse: Irma Sterling, effective January 22, 2016.
- 11C.3 Substitute Instructional Aides: Natalia Artiaga, Christine Balkey-Soriano and Ana Guerrero, effective January 22, 2016.
- 11C.4 Substitute Clerks: Karina Castrejon, Norma Mikail and Miriam Ramirez, effective January 22, 2016.
- 11C.5 Substitute Custodians: Jorge Luis Garcia Salazar, effective January 22, 2016.

APPROVE JOB DESCRIPTION

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

- 11C.6 Assistant Director, Child Nutrition Services
- 11C.7 Buyer
- 11C.8 Coordinator, Information Technology

APPROVE RECRUITMENT

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

- 11C.9 Assistant Director, Child Nutrition Services
- 11C.10 Coordinator, Information Technology

APPROVE RECLASSIFICATION

The Board approved/ratified reclassification of the following as recommended by staff:

- 11C.11 Buyer: Araceli Felix, effective January 21, 2016.

11D. PERSONNEL – CERTIFICATED

EMPLOYMENT

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

- 11D.1 Assistant Principal: Consuelo Carranza, effective January 22, 2016.
- 11D.2 Teacher: Juan Torres for the position of Science Teacher, effective January 22, 2016.
- 11D.3 Substitute Teachers: Martha Barajas, Daniela Flores, Gerardo Galindo, Raquel Lopez, Catherine Pauler, Gustavo Rodriguez and Mark Walters, effective January 22, 2016.

LEAVE OF ABSENCE WITHOUT PAY

The Board approved/ratified the leave of absence without pay as recommended by staff:

- 11D.4 Teacher: Cynthia Mosqueda, effective January 25, 2016 to February 16, 2016

11E. RESIGNATION

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

- 11E.1 Non-Represented Staff: Gina Hansen, Noon Supervisor, effective January 11, 2016.

Vice-President Linares made a motion to move Item 12. Items from the Board and Superintendent to follow Item 8. Conference Session, seconded by Member Pallasigue. The vote was unanimous.

12. ITEMS FROM THE BOARD & SUPERINTENDENT

Vice-President Linares, 1) Shared information about the Friedrichs v. California Teachers Association case. Mentioned that his personal analysis of this issue is separate from his strong support for teachers, classified and local unions and to preserve the harmony of the Board.

President Diaz, 1) Commented that in 2013-2014, the District was going bankrupt and all field trips were cancelled. Mentioned that he is proud to have many field trips on the agenda and to have the funding for them. 2) Commented that Board members should be able to attend any training of choice offered to staff. 3) Thanked Mr. Castañares for the donation of the Sunset field turf and all donors. 4) Commented that we should take care of the problems that are quick and easy identified at the Reconfiguration parent presentation. 5) Mentioned that he would like leadership trainings to continue. 6) Thanked Principal Burciaga and his team for hosting the Board Meeting. 7) Asked everyone to invite people to the Board meetings.

Member Martinez, 1) Thanked Principal Burciaga for hosting the Board meeting. 2) Mentioned that he would like an update on how we are protecting our homeless students in lieu of our resolution and what we can continue to do to make sure they have high quality education and access to the resources available in the community. 3) Commented that there shouldn't be any student younger than nineteen without health insurance and access to a doctor and preventive care. These are things that we need to do and start tracking the numbers. 4) Mentioned that he is happy to be approving field trips. 5) Commented that we need to start looking at outside grants and ways to bring money to our schools. There are community organizations that will partner with us and help us write the grants. 6) Commented that he would like to create a collaborative with other Districts and Southwestern College. 7) Mentioned that we need to do the reconfiguration efficiently and intelligently and also look into what we will do with the Beyer site. 8) Commented that he would like a Board Retreat.

Clerk Kinney, 1) Commented that he is thankful for the constant improvement and successes in the District and to be part of a Board that works together on behalf of the students. 2) Thanked Principal Burciaga for hosting the Board meeting.

Member Pallasigue, 1) Thanked parents for attending the Board meeting. 2) Thanked Mr. Burciaga for hosting the Board meeting. 3) Commented that she would like to look into Child Nutrition. 4) Mentioned that we should implement the quick changes that will help our parents. 5) Commented that she is humbled and honored to sit on the Board.

Dr. Fonseca, Superintendent, 1) Mentioned that the Homeless Initiative is still underway and we are moving forward. 2) Commented that he was appointed Board Member to the Regional Continuum of Care Council. He will keep his focus on the services for homeless in San Ysidro. 3) Thanked Mr. Castañares for the donation of the Sunset field turf. 4) Thanked the nutrition services staff for identifying grants to bring to the District to help our students stay healthy. 5) Shared information about the Reconfiguration Plan. 6) Thanked Mr. Trejo, District Legal Counsel, for all the work he's done to resolve matters.

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

4. GOVERNING BOARD – RECESS to CLOSED SESSION at 8:38 p.m. in accordance with section 54954.5 regarding:

4.1 GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

11.1

4.2 *Government Code Section 54957*

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent

4.3 *Government Code Section 54957*

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Chief Operating Officer

4.4 **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:**

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) and (e)(1): 1 case

4.5 **GOVERNMENT CODE SECTION 54957.6**

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Julio Fonseca, Ed.D., Superintendent and Amy Hunt, Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 10:20 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

- 1) The Board voted 5.0 to accept the Settlement Agreement in Paredes vs. San Ysidro School District.

Member Martinez made a motion to adjourn the meeting, seconded by Vice-President Linares. The vote was unanimous.

13. **ADJOURNMENT**

Time: 10:20 p.m.

Respectfully Submitted,

Julio Fonseca, 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

SPECIAL MEETING OF THE GOVERNING BOARD
MONDAY, FEBRUARY 1, 2016
5:30 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Monday, February 1, 2016 at 5:30 p.m., and conducted its business meeting at the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President Diaz Time: 5:30 p.m.

2. ROLL CALL by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

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

3. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

Member Martinez made a motion to recess to Closed Session, seconded by Vice-President Linares. The vote was unanimous

4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:31 p.m. in accordance with section 54954.5 regarding:

4.1 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) and (e)(1): 1 case

RECONVENED into OPEN SESSION at 6:17 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) The Board voted 5-0 to approve the limited waiver to Stutz Artiano Shinoff & Holtz of the District's attorney-client privilege relating to settlement discussions in closed sessions in the matter of EcoBusiness v. San Ysidro School District in response to a public agency investigation.

5. CALL TO ORDER Who: President Diaz Time: 6:17 p.m.

6. **ROLL CALL** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

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

7. **FLAG SALUTE** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

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

None at this time.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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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.sysd.k12.ca.us

9. **GENERAL ADMINISTRATION**

9.1 **SYSD RE-ORGANIZATION**

The Board approved the San Ysidro School District Re-organization.

Motion: Linares Second: Kinney Vote: Unanimous

Member Martinez made a motion to adjourn the meeting, seconded by Vice-President Linares. The vote was unanimous.

10. **ADJOURNMENT**

Time: 6:48 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Administration
Julio Fonseca Ed.D., Superintendent

AGENDA ITEM: DISTRICT RECONFIGURATION PLAN

BACKGROUND INFORMATION:

The San Ysidro School District currently operates six grade configurations in seven schools TK-3, 4-6, 4-8, K-6, K-8 and 7-8. The District's utilization of its facilities is uneven as currently configured. This utilization is neither efficient nor optimal with some schools overcrowded and others significantly under capacity.

A K-6 and 7-8 grade configurations was recommended. This uniformity will support the District's Instructional Design Plan that aligns to the Common Core Standards with high priority on visual performing arts, science, technology, engineering and math. The change in configuration is recommended to begin in 2017-2018.

RECOMMENDATION:

Approve the District Reconfiguration Plan .

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

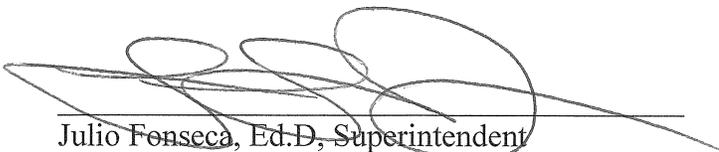
\$540,000.00 (Amount)

Facilities and Developers Fees (Name of funding source and/or location)
--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director of Human Resources

AGENDA ITEM: 2016-2017 STUDENT CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2016-2017 school year and to make necessary instructional plans, the San Ysidro School District recommend the adoption of the attached Student Calendar for the 2016-2017 school year.

RECOMMENDATION:

Approve the 2016-2017 Student Calendar.

Renewal New Amendment Ratify Other

Business Services Reviewed: JFH

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

N/A

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:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

2016

SAN YSIDRO SCHOOL DISTRICT STUDENT CALENDAR

2017

Month	M	T	W	TH	F	Student Days	Holidays
July 2016					1	2	7/4 - Independence Day - Legal Holiday
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
August 2016	25	26	27	28	29	23	7/28 - First Day for Students
	1	2	3	4	5		
	8	9	10	11	12		
	15	16	17	18	19		
September 2016	22	23	24	25	26	16	9/5 - Labor Day - Legal Holiday 9/26 - 9/30 Fall Break
	29	30	31	1	2		
	5	6	7	8	9		
	12	13	14	15	16		
October 2016	19	20	21	22	23	21	10/3 - Students return 10/21 - End of first trimester 56 days 10/31 - 11/4 - Parent Conferences
	26	27	28	29	30		
	3	4	5	6	7		
	10	11	12	13	14		
November 2016	17	18	19	20	21	16	11/11 - Veteran's Day Legal Holiday 11/21 - 11/25 Non Instructional days 11/24 - Thanksgiving legal 11/25 - Local holiday
	24	25	26	27	28		
	1	2	3	4	5		
	7	8	9	10	11		
December 2016	14	15	16	17	18	12	12/19 - 1/9 Winter Break 12/24 - 12/25 Legal Holidays 12/31 - Declared Holiday
	21	22	23	24	25		
	28	29	30	1	2		
	5	6	7	8	9		
January 2017	12	13	14	15	16	15	1/1 - New Year's Day Legal Holiday 1/10 - Students Return 1/16 - Martin Luther King Jr. Holiday Legal Holiday
	19	20	21	22	23		
	26	27	28	29	30		
	2	3	4	5	6		
February 2017	9	10	11	12	13	18	2/15 - End of second trimester 60 days 2/17 - Lincoln Holiday 2/20 - Washington Holiday 2/27 - 3/3 - Parent Conferences
	16	17	18	19	20		
	23	24	25	26	27		
	30	31	1	2	3		
March 2017	6	7	8	9	10	13	3/20 - 3/31 Spring Break 3/31 - Cesar Chavez Holiday
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30	31		
April 2017	3	4	5	6	7	20	4/3 - Students Return
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
May 2017	1	2	3	4	5	22	5/29 - Memorial Day - Legal Holiday
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
June 2017	29	30	31	1	2	2	6/2 - Last Day for Students 6/2 - End of third trimester 64 days
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30	180	

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

School Closed **11.3**

Board Approved:

"Subject to modification if required by Collective Bargaining"

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director of Human Resources

AGENDA ITEM: RESOLUTION NO. 15/16-0009

BACKGROUND INFORMATION:

Education Code Section 44954(b) states the Board may release a substitute and/or temporary, certificated employee if the employee is notified before the end of the school year of the District's decision not to reelect the employee for the next succeeding school year.

This resolution identifies temporary certificated employees intended for release pursuant to Education Code section 44954(b). These individual employees will be notified of the decision to release and non-reelect for the 2016-2017 school year.

RECOMMENDATION:

Adopt Resolution No. 15/16-0009 authorizing the District to notice individual, temporary, certificated employees of the district's intent to release and non-reelect for the 2016-2017 school year.

Renewal New Amendment Ratify Other

Business Services Reviewed: passed

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

N/A

N/A

N/A

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(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION NO. 15/16-0009
RESOLUTION RELEASING TEMPORARY CERTIFICATED EMPLOYEES**

WHEREAS, pursuant to Education Code section 44954(b), the Board may release a substitute and/or temporary certificated employee if the employee is notified before the end of the school year of the District's decision not to reelect the employee for the next succeeding school year; and

WHEREAS, the following temporary employees have been employed by this District in positions requiring certification qualifications:

Employee Number	Position
531-842	Teacher (Probationary)
488-541	Teacher (Probationary)
492-334	Teacher (Temporary)
542-291	Teacher (Temporary)
545-861	Teacher (Temporary)
251-263	Teacher (Temporary)
524-768	Teacher (Temporary)
516-942	Teacher (Temporary)
501-305	Teacher (Temporary)
542-599	Teacher (Temporary)
525-362	Teacher (Temporary)
531-729	Teacher (Temporary)
539-073	Teacher (Temporary)
416-553	CPA (Probationary)
523-867	CPA (Probationary)

WHEREAS, it is this Board's intent to release and not reelect the above referenced employees for the school year, 2016-2017, pursuant to Education Code section 44954(b); and

WHEREAS, the decision to release and non-reelect the above named employees is made on an individualized basis in the District's interest.

NOW, THEREFORE, BE IT RESOLVED, that the Board has determined that it is necessary at this time to send notice to each of the individual employees indicated above that they are being released from their positions and will not be reelected for the subsequent school year; and

BE IT FURTHER RESOLVED that the Superintendent, or designee, is directed to issue to each individual employee above the notices described in Section 44954(b) that he/she will not be reemployed for the 2016-2017 school year. Nothing herein shall be deemed to confer

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director of Human Resources

AGENDA ITEM: RESOLUTION NO. 15/16-0010

BACKGROUND INFORMATION:

Education Code section 44951 provides that certificated employees holding positions requiring an administrative or supervisory credential are entitled to continue in their position for the succeeding school year unless they are notified by March 15th that they may be reassigned and/or released from their positions.

This resolution identifies administrative or supervisory credentialed employees intended for release or reassignment. In accordance with the provisions of Education Code section 44951, these employees will be noticed on or before March 15, 2016.

RECOMMENDATION:

Adopt Resolution No. 15/16-0010 authorizing the District to notice administrative or supervisory credentialed employees of the district's intent to release or re-assign for the 2016-2017 school year.

Renewal New Amendment Ratify Other

Business Services Reviewed: JAM

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

N/A

N/A

N/A

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(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

I, _____, Clerk to the Governing Board, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution passed and adopted by the said Board at a regular and conducted meeting held on said date.

Steven Kinney, Clerk to the Governing Board

EXHIBIT A

RESOLUTION OF RELEASE AND/OR REASSIGNMENT OF CERTIFICATED ADMINISTRATORS

Name, Position, Location

Nadia Aviles, Assistant Principal, Willow School
Manuel Bojorquez, Principal, Willow School
Melissa Brown, Coordinator of Data Evaluation, and Assessment, Educational Services
Efrain Burciaga, Principal, Sunset School
Sergio Campos, Director of Special Education and Special Services, Special Education
Consuelo Carranza, Assistant Principal, La Mirada School
Manuela Colom, Principal, Smythe School
Cornelio Egasani, Principal, Oceans View Hills School
Nora Glasco, Coordinator of Child Welfare, Attendance, and Family Services, Pupil Services
Kelly Hay, Coordinator of Federal and State Programs, Educational Services
Amy Hunt, Executive Director of Human Resources
Erika Meza, Assistant Principal, Sunset School
Juan Murrillo, Coordinator of Special Services, Special Education
Lourdes Quezada, Principal, La Mirada School
Luis Ramos, Assistant Principal, San Ysidro Middle School
Maria Rodriguez, Principal, Vista Del Mar School
Rouba Tay, Principal, San Ysidro Middle School
Lorena Varela-Reed, Coordinator of Preschool and Child Development Center, Preschool

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: SECOND READING AND ADOPTION OF ADMINISTRATIVE
REGULATION 3543.1 - TRANSPORTATION SAFETY AND
EMERGENCIES: SAFETY REGULATIONS

BACKGROUND INFORMATION:

The District and Governing Board recognizes that the safety of students and staff are of utmost importance and a priority. The Transportation Department and bus drivers' primary responsibility is to safely transport students to and from school and/or school activities. During severe weather conditions such as dense fog, a drivers' visibility is reduced. The District is submitting for first reading an Administrative Regulation to establish procedures to safeguard the safety of the students, staff, and the community when reduced visibility becomes an issue.

RECOMMENDATION:

Approve second reading and adoption of Administrative Regulation 3543.1 on Transportation Safety and Emergencies: Safety Regulations.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

N/A

N/A

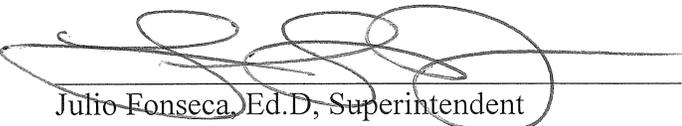
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

Business and Noninstructional Operations
TRANSPORTATION SAFETY AND EMERGENCIES

Safety Regulations

California Vehicle Code Section 34501.6 (Procedures limiting operation of school buses; reduced visibility)

The governing board of any local educational agency that provides for the transportation of pupils shall adopt procedures that limit the operation of a school bus when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home to school transportation service. Operational policies shall give discretionary authority to discontinue operation on an activity trip if the driver determines that it is unsafe to continue operation because of reduced visibility.

In accordance with the above Vehicle Code, the San Ysidro School District's school bus drivers are required to follow the safety procedures and requirements as set forth below. Such requirements shall not conflict with any law or State regulations.

1. Slow down to a speed which enables the driver to see a reasonable distance ahead.
2. Allow a safe following distance from the vehicles ahead.
3. Obey all fog related warning signs.
4. Use your driving low-beam headlights, not high-beam lights

If, in the opinion of the driver, the visibility becomes impassable, the driver is instructed to:

1. Pull the vehicle off the roadway.
2. Turn off all lights.
3. Notify the District's Transportation Department of the conditions and wait for further instruction i.e.,
 - Wait until visibility is restored to enable the driver to safely proceed;
 - Obtain instruction from the Police Department or other designated official, traffic control personnel to permit the driver to continue safe operation or re-route.

Regulation

SAN YSIDRO SCHOOL DISTRICT

Approved:

San Ysidro, California

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Pupil Services
Amy Hunt, Executive Director of Human Resources

AGENDA ITEM: SCHOOL SITE SAFETY PLANS

BACKGROUND INFORMATION:

Education Code Sections 32280-32289 establishes that each school district is responsible for the overall development of all comprehensive school safety plans for its schools operating kindergarten or any of grades 1 to 12, inclusive. Each school shall review, update, and adopt its comprehensive school safety plan by March 1st of each school year.

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

RECOMMENDATION:

Approve the School Site Safety Plans for the 2015-16 school year.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

N/A

N/A

N/A

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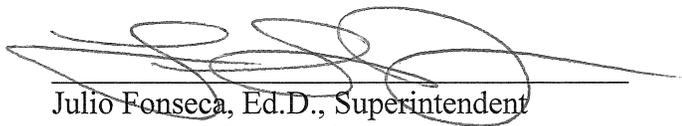
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Executive Director of Curriculum, Instruction
and Innovation

AGENDA Item: ENGLISH LEARNER RECLASSIFICATION CRITERIA

BACKGROUND INFORMATION:

The San Ysidro School District provides services to assist and support students who are English learner students in becoming fluent English proficient students. A variety of programs are offered to students which involve the daily application of English Language development (ELD) to promote steady growth of skills in reading, writing, listening and speaking skills. The District measures growth with a number of assessments and most notably with the California English Language Development Test (CELDT). The italicized represents the revised criteria that will be used to determine reclassification.

Reclassification (Exit) Criteria

The District's goal for English learner students is to become fully proficient in English and to master State standards for academic achievement as rapidly as possible. The District's reclassification criteria are listed below.

Required Criteria (Education Code 313[d])	LEA Criteria
English Language Proficiency Test (CELDT)	CELDT overall score of Early Advanced or Advanced AND Intermediate or higher on all skills areas tested (Listening, Speaking, Reading and Writing).
Comparison of Performance in Basic Skills (District Assessments)	<i>Two ELA district assessments with proficient scores (Benchmark/Challenge), SBAC overall ELA score (2,470 and above), or any other district approved assessment for reclassification.</i>
Teacher Evaluation & Academic indicator	Satisfactory on the Teacher Evaluation form for reading and writing.
Parental Consultation/Notification	First letter to notify parents/guardians of their right and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting. Final letter to notify parents of reclassification.

RECOMMENDATION:

Approve the Reclassification Criteria as outlined above.

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

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

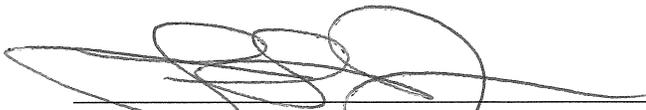
No Cost
(Amount)

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

--
(Funding account number)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Educational Services,
Tony Hua, Executive Director of Curriculum, Instruction
and Innovation

AGENDA ITEM: 23RD ANNUAL ADELANTE MUJER CONFERENCE

BACKGROUND INFORMATION:

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

Students and their parents/guardians from San Ysidro Middle, Ocean View Hills and Willow schools will attend the Adelante Mujer Conference on Saturday March 5th, 2016 at Eastlake Middle School.

Estimated cost implications:

- 260 Participants (130 female students and 130 mothers/guardians): \$15 per participant/registration fee x 260 = \$3,900.00
- 5 chaperones (from Ocean View Hills, Willow, San Ysidro Middle School, La Mirada, Sunset) – up to 8 hours per certificated staff member for 40 total hours at \$30 per hour = \$1,200.00
- Transportation Services: \$2,100.00 for bus transportation to and from Ocean View Hills, Willow, San Ysidro Middle Schools and Eastlake Middle School.

RECOMMENDATION:

Approve the attendance/registration and transportation costs for up to 200 female 7th and 8th grade students and their mothers/guardians to attend the 23rd Annual Adelante Mujer Conference on Saturday, March 5, 2016 at Eastlake Middle School at a cost not to exceed \$7,200 from general funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

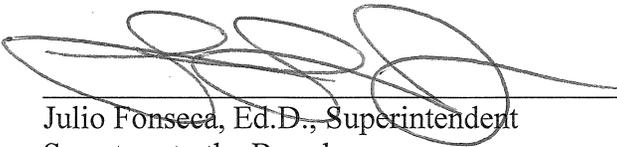
\$7,200.00 (Amount)

General Funds (Name of funding source and/or location)

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Executive Director of Curriculum,
Instruction and Innovation

AGENDA ITEM: UPDATE TO SITE BUDGETS OF EIA-LEP, EIA-SCE, AND TITLE I FUNDS TO THE 2015-2016 SINGLE PLAN FOR STUDENT ACHIEVEMENT (SPSA) FOR ALL SCHOOL SITES

BACKGROUND INFORMATION:

The Single Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA in *EC Section 64001*.

All SPSA's were originally board approved on November 12, 2015. The update is an addition of EIA-LEP, EIA-SCE and/or additional Title I funds to the plans for 2015-2016. These funds will be utilized within object codes 1000-6000.

RECOMMENDATION:

Approve the update of EIA-LEP, EIA-SCE, and/or Title I funds to all site budgets in the 2015-16 Single Plan for Student Achievement.

Renewal New Amendment Ratify Other

Business Services Reviewed: Janey

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

ALLOCATION PREVIOUSLY APPROVED IN SPSA	
Title I	
School	\$150,122.00
Smythe	\$213,311.00
Sunset	\$58,820.00
Vista Del Mar	\$86,278.00
La Mirada	\$129,866.00
SYMS	\$47,448.00
Ocean View Hills	\$268,034.00
Willow	

UPDATED ALLOCATION		
Title I	EIA-SCE	EIA-LEP
\$150,122.00	\$2,530.00	\$10,569.00
\$213,311.00	\$1,108.00	\$4,257.00
\$87,841.00	\$565.00	\$6,803.00
\$135,610.00		\$3,479.00
\$129,866.00		\$55,427.00
\$113,237.00		
\$268,034.00		

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Sunset Elementary
Efrain Burciaga, Principal

AGENDA ITEM: FIELD TRIP TO OLD TOWN SAN DIEGO - SUNSET

BACKGROUND INFORMATION:

Fourth grade students study California as part of their Social Studies Standards. The class will learn about the first Californians (Native Americans) and Spanish explorers/settlers coming to California. In Old Town San Diego, California's birthplace, students will be able to take a tour that begins with a short history review in which each student is dressed in an item clothing representative of one of San Diego's four historic communities; Kumeyaay, Spanish, Mexican and American. The tour will conduct students through El Campo Santo, the first in-town cemetery; Mason Street School; a California adobe house...and more! The trip will be held on March 18, 2016.

The Principal at Sunset School is requesting approval for a fieldtrip to Old Town San Diego for 54 students 2 teachers and 4 parents on March 18, 2016. The departure time will be at 9:15 a.m. and returning time will be at 2:00 p.m., arriving to Sunset School grounds at approximately 2:30 p.m.

RECOMMENDATION:

Approve the field trip and participation of approximately 54 students, 2 teachers and 4 parents from Sunset School to Old Town San Diego on March 18, 2016 at an estimated cost of \$260 from classroom fundraising.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$260.00

Classroom Fundraising

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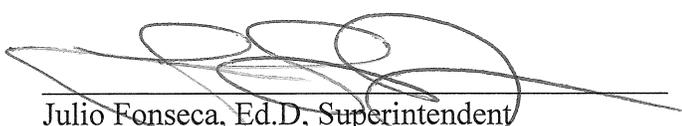
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Sunset Elementary,
Efrain Burciaga, Principal

AGENDA ITEM: FIELD TRIP TO LEGOLAND – SUNSET 1ST GRADERS

BACKGROUND INFORMATION:

Under guided instruction, the class will learn be learning about Animals and Plants implemented on Science in Chapter 2, and 3. Students will have the opportunity to visit the Sea Life Aquarium in which students will learn more about the sea animals. Also, students will have the opportunity of different activities; Animal encounter, Ocean tank, Octopus feed, Ray lagoon feed, and Sea horse feed. The Legoland field trip will be on May 17, 2016.

The Principal at Sunset School is requesting approval for a field trip to Legoland for 109 students, and 4 teachers on May 17, 2016. The departure time will be at 9:20 a.m. and returning time will be at 5:00 p.m., arriving to Sunset School grounds at approximately 6:00 p.m.

RECOMMENDATION:

Approve the field trip and participation of 109 first grade students and 4 teachers from Sunset School to Legoland on May 17, 2016 at an estimated cost of \$950 from class fundraising.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No N/A

\$950.00
(Amount)

Class Fundraising
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Sunset Elementary,
Efrain Burciaga, Principal

AGENDA ITEM: FIELD TRIP TO LEGOLAND – SUNSET 2ND GRADERS

BACKGROUND INFORMATION:

Under guided instruction, second grade students will have the opportunity to revisit Reading Literature and Speaking and Listening standards that have been covered in class. It will provide an extension to activities and skills covered in class. This includes the following Second Grade Common Core State Standards; 2.RL.5 I can describe, use pictures, take part in, retell, clearly and completely describe a story or experience. The field trip to Legoland will be on May 25, 2016.

The Principal at Sunset School is requesting approval for a field trip to Legoland for 126 2nd grade students, and 5 teachers and 2 adults on May 25, 2016. The departure time will be at 8:30 a.m. and returning time will be at 5:00 p.m., arriving to Sunset School grounds at approximately 6:00 p.m.

RECOMMENDATION:

Approve the field trip and participation of approximately 126 second grade students and 5 teachers from Sunset School to Legoland on May 25 , 2016 at an estimated cost of \$1,425 for transportation services from class fundraising.

Renewal New Amendment Ratify Other

Business Services Reviewed:

Financial Implications?
 Yes No

Are funds for this item available in the 2015-2016 Budget?
 Yes No

Requisition #

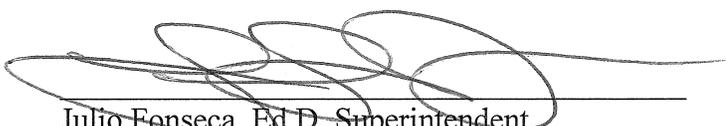
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Sunset Elementary
Efrain Burciaga, Principal

AGENDA ITEM: FIELD TRIP TO SAN DIEGO RUEBEN H. FLEET MUSEUM - SUNSET

BACKGROUND INFORMATION:

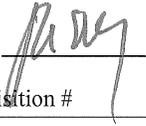
Under guided instruction, the 5th grade students will learn about cells that keep us healthy. Students will use technology and science like scientists used in labs to conduct different tests and will see how cells react. Also, while at the museum, students will revisit lessons learned about Space (Solar System). The San Diego Rueben H. Fleet Museum field trip will be held on March 1st, 2016.

The Principal at Sunset School is requesting approval for a field trip to the Ruben H Fleet Museum for 60 students, 2 teachers and 8 chaperones on March 1, 2016. The departure time will be at 9:30 a.m. and returning time will be at 2:30 p.m., arriving to Sunset School grounds at approximately 3:00 p.m.

RECOMMENDATION:

Approve the field trip and participation of approximately 60 students, 2 teachers and 8 chaperones from Sunset School to the San Diego Rueben H. Fleet Museum on March 1, 2016 at an estimated cost of \$520 from classroom fundraising.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No N/A

\$520.00
(Amount)

Classroom Fundraising
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Vista Del Mar Elementary,
Maria Rodriguez, Principal

AGENDA ITEM: FIELD TRIP TO THE BIRCH AQUARIUM – VISTA DEL MAR

BACKGROUND INFORMATION:

Students will learn about plant and animal unit in accordance with the California New Science Standards.

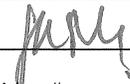
Standards to be addressed:

- LS1-1 Structure and Function – Mimicking plants and animals
- LS2-2 Growth and development of organisms
- LS3-1 Make observations that young plants and animals are like their parents (Evidence Based)

Principal at Vista Del Mar is requesting approval for approximately 137 students, 28 chaperones, and 6 teachers, to participate in a field trip to the Birch Aquarium, on April 8, 2016. Also, she is requesting support for transportation services.

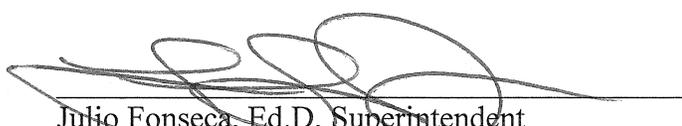
RECOMMENDATION:

Approve the field trip and participation of approximately 137 students from Vista Del Mar School to the Birch Aquarium on April 8, 2016 at an approximate cost of \$1,320 from PTA donations and Supplemental and Concentration funds.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2015-2016 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; width: 100%; height: 20px;"></div>
<div style="border: 1px solid black; padding: 5px; text-align: center;">\$1,320.00 (Amount)</div>	<div style="border: 1px solid black; padding: 5px; text-align: center;">PTA Donations & Supplemental and Concentration funds (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 5px; text-align: center;">-- (Funding account number)</div>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Executive Director of Curriculum,
Instruction and Innovation

AGENDA ITEM: SUPPLEMENTAL MATERIALS FOR OUR LADY OF MT. CARMEL
SCHOOL

BACKGROUND INFORMATION:

Our Lady of Mt. Carmel School is allocated funds from Title I and Title III through the San Ysidro School District. This year, it has been requested that those funds be used to purchase the following supplemental materials:

- Scholastic New Leveled Bookroom, 3rd Edition Grades K-3
 - 3,570 books between Lexile Measures 10L – 1010L
 - New print, digital resources, and assessment tools

RECOMMENDATION:

Approve the purchase of supplemental materials for Our Lady of Mt. Carmel School at a cost not to exceed the amount of \$12,065.00 from Title I and Title III funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: Janet

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

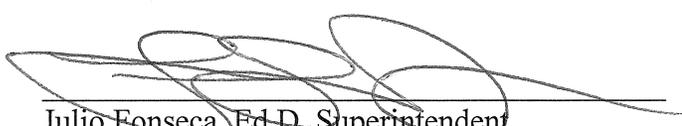
Total Allocations
\$12,065
(Amount)

Title I/Title III Funds
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Executive Director of Curriculum, Instruction
and Innovation

AGENDA ITEM: 2016 CABA CONFERENCE - REVISION

BACKGROUND INFORMATION:

On February 11, 2016 the Governing Board approved the participation of 8 teachers and 3 parents (members of DELAC) to the 2016 CABA Conference. Due to the high demand for the CABA conference, arrangements for attendance have changed and original cost implications have increased. The revised estimated cost implications include the following:

Registrations \$710 per Teacher (8) + \$400 per parent (3) + Lodging \$13,796 Flight \$2,500 + Meals \$2,000 + Transportation \$800.

RECOMMENDATION:

Approve the revisions to the 2016 CABA Conference estimated cost implications from \$15,000 to \$26,000 from Title III funds.

Renewal New Amendment Ratify Other - Revised

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

Approximate

\$26,000.00

(Amount)

Title III

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Nutrition Services
Pamela Lambert, Director

AGENDA ITEM: CULINARY & COMBI-OVEN TRAINING

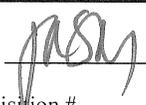
BACKGROUND INFORMATION:

Professional Standards for school nutrition professionals is a key provision of the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The rule, published March 2, 2015, requires a minimum amount of annual training hours for all school nutrition program directors, managers, and staff. Required training topic areas include culinary and equipment use training. Nutrition Services partnered with local Chefs, Rational and The San Diego Gas & Electric Innovation Center to provide culinary training featuring new California Thursdays recipes utilizing Combi-Ovens. Staff will learn how to properly use a combi-oven and the three functions: convection, steam and combination cooking.

RECOMMENDATION:

Approve/Ratify the attendance of Child Nutrition Services staff: Pamela Lambert, Paloma Perez, Maria Price, Margarita Meza, Rosalia Salgado, Maria de Lourdes Sanchez, Ana Bush, Carmen Verduzco and Linda Venegas to attend the Culinary & Combi-Oven Training to be held at the San Diego Innovation Center on February 19, 2016 at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

No Cost (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:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Special Education
Sergio Campos, Psy.D.

AGENDA ITEM: YOUTH MENTAL HEALTH FIRST AID

BACKGROUND INFORMATION:

This training covers a 5-step action plan to offer initial help to young people showing signs of mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care.

RECOMMENDATION:

Approve the attendance of Sergio Campos, Director of Special Education, Rick Quintana, Lead Psychologist, and Martha Murillo, School Psychologist for Youth Mental Health First Aid training on March 7, 2016 at the San Diego County Office of Education at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: fas

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Special Education
Sergio Campos, Psy.D.

AGENDA ITEM: FOURTH ANNUAL – KEY ISSUES IN SPECIAL EDUCATION:
WHAT PRICIPALS NEED TO KNOW

BACKGROUND INFORMATION:

This workshop will be presented by the San Diego Office of Education’s lawyers, and will cover the following issues:

1. Overview of Special Education Law;
2. Division and coordination of Special Education services between central and site administration;
3. Running effective IEP team meetings; and
4. Restorative Practices in Schools, including Trauma Informed Care and Mental Health

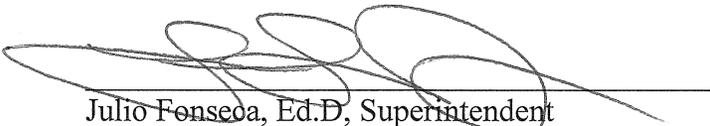
RECOMMENDATION:

Approve the attendance of Manuel Bojorquez, Willow School Principal, Erika Meza, Sunset School Vice Principal, Manuela Colom, Smythe School Principal, Maria Rodriguez, Vista Del Mar Principal, and Sergio Campos, Special Education Director, to the Fourth Annual – Key Issues in Special Education: What Principals Need to Know Workshop on March 9, 2016 at the South County SELPA, National City at no cost to the District.

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>RAM</u>
Financial Implications?	Are funds for this item available in the 2015-2016 Budget?		Requisition #		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
No Cost (Amount)	N/A (Name of funding source and/or location)				

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Nutrition Services
Pamela Lambert, Director

AGENDA ITEM: MAFER ARCE PHOTOGRAPHY AGREEMENT

BACKGROUND INFORMATION:

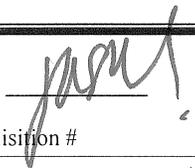
Nutrition Services was awarded a grant from UC Berkeley and The Center of Ecoliteracy. The grant provides funding for marketing San Ysidro School District and California Food for California Kids supporting the California Thursdays Initiative. The Center for Ecoliteracy is collaborating with a growing network of 58 public school districts on *California Thursdays*, with the collective goal of serving our students more freshly prepared meals made with California grown food. The program is a "bite sized" implementation and marketing effort designed to help districts launch or expand their farm to school efforts and to improve the school food system.

Nutrition Services selected the services of a local company Mafer Arce Photography. Mafer Arce Photography conducted a photo shoot on Wednesday, February 17, 2016 in the SYMS Orange Grove highlighting our students and our grove. Mafer Arce will provide all photo proofs and 4 finished photos to be utilized for the delivery truck wrap. The cost of the photo shoot, proofs and final prints will not exceed \$200.00.

RECOMMENDATION:

Approve/Ratify the agreement with Mafer Arce Photography at a not to exceed amount of \$200 to be paid from a grant awarded to Child Nutrition Services.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

Not to exceed

\$200.00

(Amount)

Cafeteria Fund 13

(Name of funding source and/or location)

13-00-5310-000-0000-3700-5600-005-085

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 17 day of February, by and between the San Ysidro School District, hereinafter called the "District", and

Mafer Arce Photography / Maria Fernanda Arce Gonzalez
Company/Consultant

(619) 2072898
Telephone Number

4704 Falconhurst Terrace, San Diego CA, 92154
Address

arcem@sandiego.edu
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: February 17, 2016

To: June 30, 2016

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04); (2) *Automobile Liability* - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto); (3) *Workers' Compensation and Employers' Liability* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability* - Coverage which is appropriate to the Consultant's profession, or that of its consultants.

(b) Minimum Limits. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

General Liability – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the

Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

Workers Compensation and Employers Liability Coverage – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

Professional Liability – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	
Name:	Maria Fernanda Arce Gonzalez
Title:	Photographer and Graphic Designer
Address:	4704 Falconhurst Terrace
City/State/Zip code:	San Diego, CA 92154
Telephone:	(619) 207-2898
Email:	arcem@sandiego.edu

DISTRICT: San Ysidro School District
 Jose Arturo Sanchez Macias Phone Number (619) 428-4476
 Chief Operating Officer
 4350 Otay Mesa Road
 San Ysidro, CA 92173
 arturo.macias@sbsd.k12.ca.us

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

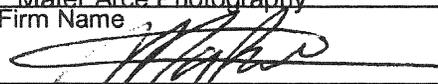
This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

CONSULTANT

DISTRICT

Mafer Arce Photography
Firm Name

Signature of Authorized Agent
Maria Fernanda Arce Gonzalez, Photographer
Print Name, Title
02/16/16
Date:
(619) 207-2898
Phone Number

SAN YSIDRO SCHOOL DISTRICT
Firm Name

Signature
J. Arturo Sanchez Macias, Chief Operating Officer
Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant (including Consultant) who may come in contact with pupils in the performance of services in this contract.

Name	Last 4-digits of SSN or CDL Number
Maria Fernanda Arce Gonzalez	0949
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

Statement of Work

This Statement of Work (SOW), which is effective as of February 17, 2016, is made by Mafer Arce Photography /Maria Fernanda Arce Gonzalez (Photographer) and the San Ysidro School District (District).

Except as otherwise set forth in this SOW, the additional terms and conditions of this SOW shall apply only to the Commercial Photo Shoot, Photo Retouching, and Services covered by this SOW and not to Services covered by any other Statement of Work.

Scope of Services

Photographer will provide the following Photography Services to District:

The specific services we will provide as part of this engagement include:

- Commercial photo shoot
- Photo retouching

Upon written request and approved by both Parties, Photographer will assist the District with other photography services, including preparation of additional commercial photo shoots, editing and retouching of photographs taken by Photographer. However, these services are not covered under the fee quoted in this letter. Photographer will be happy to discuss and provide fee estimates for such additional services, which would be invoiced separately and subject to all other terms and conditions of this SOW.

Contacts:

Photographer: Maria Fernanda Arce (619) 207-2898

District: Pamela Lambert (619) 428-4476 ext. 3018

Fees

The District shall pay Photographer the not to exceed amount of \$200.00 for the Services, provided that Photographer receives all information necessary for the completion of the project. District is not responsible for any additional costs in connection with the delivery of the Services in this agreement. The Photographer will be required to complete a W-9 form.

Invoices – Please refer to section 2.2 of the Professional Services Agreement:

- \$100.00 upon Board Approval and full execution of this SOW,
- \$50.00 upon completion of retouching
- \$50.00 upon completion of the project

District shall pay Photographer within a reasonable time and in accordance with this Agreement.

APPROVED BY: Photographer:  Date: 02/17/16

District: _____ Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 25, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Services

AGENDA ITEM: THE TITAN GROUP AGREEMENT

BACKGROUND INFORMATION:

The Titan Group will be assisting the Human Resources Department with consultations, case administration, report preparation and other services as requested by the District.

On October 22, 2015, the Governing Board approved the agreement with The Titan Group for the above-mentioned services for a not to exceed amount of \$7,500. The District has continued to use The Titan Group's services and is requesting an increase to the not to exceed amount to \$30,000.

RECOMMENDATION:

Approve/Ratify The Titan Group Agreement's not to exceed amount increase to \$30,000 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: Jan

Financial Implications?

Yes No

Are funds for this item available in the 2015-2016 Budget?

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board