

**San Ysidro School District  
Governing Board  
ORGANIZATIONAL MEETING  
AGENDA**

Wednesday  
December 14, 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.

Multicultural Complex  
4345 Otay Mesa Road  
San Ysidro

GENERAL  
ADMINISTRATION

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

**REGULAR MEETING OF THE GOVERNING BOARD**  
**THURSDAY, NOVEMBER 10, 2016**  
**CLOSED SESSION: 5:00 p.m. – 6:00 p.m.**

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, November 10, 2016 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **Willow School, 226 Willow Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

**MINUTES**

1. **CALL TO ORDER**      Who: President Diaz      Time: 5:00 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 – *Arrived at 5:04 p.m.*
  - 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 Member Pallasigue. The vote was 4 Ayes – 1 Absent (K).

4. **GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:01 p.m. in accordance with section 54954.5 regarding:**
  - 4.1 **GOVERNMENT CODE SECTION 54957.6**  
**CONFERENCE WITH LABOR NEGOTIATORS**  
Agency Negotiators: Julio Fonseca, Ed.D., Superintendent and Jose Arturo Sanchez-Macias, Deputy Superintendent  
Employee Organizations:
    - San Ysidro Education Association/CTA
    - California School Employees Association, Chapter 154Unrepresented:
    - Administrators, Classified Management, Confidential/Supervisory
  
  - 4.2 **CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION**  
(Subdivision (d)(1) of Government Code Section 54956.9)  
Name of Case Special Education Due Process Hearing Student v. SYSD  
OAH Case No.: 2016050764

**4.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:**

Pursuant to Government Code section 54956.9(a) and (d)(1):  
San Ysidro School District v. Manuel Paul  
San Diego Case No. 37-2015-00003840-CU-NP-CTL

**4.4 Pursuant to Government Code Section 54956.9(d)(1)**

**CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION**

Claim ID: Property Damage Release Claim No. 528726

**4.5 Government Code Section 54957**

**PUBLIC EMPLOYEE APPOINTMENT**

Title: Executive Director of Curriculum, Instruction and Innovation

**4.6 Government Code Section 54957**

**PUBLIC EMPLOYEE APPOINTMENT**

Title: Executive Director of Human Resources

**RECONVENED into OPEN SESSION at 6:02 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) Item 4.2 - By a 5 - 0 vote, the Board considered and accepted a Special Education Settlement Agreement for OAH Case No. 2016050764.
- 2) Item 4.4 - By a 5 - 0 vote, the Board considered and voted to approve a settlement for Property Damage Release Claim No. 528726 in the amount of \$1,512.07.

**5. CALL TO ORDER** Who: President Diaz Time: 6:02 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 – *In honor of Veteran's Day*

**8. CONFERENCE SESSION****Reports/Presentations**

- 8.1 Sunset Update – Efrain Burciaga
- 8.2 Reconfiguration Update – Dr. Julio Fonseca
- 8.3 Vista Del Mar Update – Maria Rodriguez
- 8.4 Facilities Update – Jose Arturo Sanchez Macias

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

**Zenaida Rosario, Teacher,** 1) Thanked the Board for giving parents and teachers the opportunity to attend the California Association of Bilingual Education (CABE) Chapter 65 Mini Conference. 2) Commented that CABE has been instrumental in advocating for educators who teach English Language Learners and provides workshops that connect the common core standards to the curriculum. 3) Mentioned that CABE uses the proceeds from the conference to provide scholarships to students in South County schools. Last year, four of our former students received scholarships for college. 4) Commented that with the passing of Proposition 58 and a better understanding of the benefits of the Dual Language Program, she looks forward to working with the stakeholders to establish the District's academy for the upcoming year. 5) Mentioned that the District should continue to send educators to high quality conferences such as those provided by CABE.

**Eric Merino, Victory Outreach Pastor,** 1) Shared information about the services and programs provided to the community by the Victory Outreach Ministry. 2) Introduced the members from his Ministry who are mainly composed of people from San Ysidro. 3) Thanked the Board for allowing the Ministry to use San Ysidro Middle School Facilities. 4) Commented that Victory Outreach would like to partner with the San Ysidro School District.

**Maria Pichardo, Parent Volunteer at Smythe,** 1) Shared concerns about incidents at Smythe. 2) Commented that due to the unfounded concerns and disagreements that a parent volunteer at Smythe brought to the District, a classroom that was assigned for parent volunteers is no longer available. 3) Mentioned that comments made by this person have instilled fear in other volunteers and their children. 4) Asked the Board to please remedy the situation before it gets out of control and a confrontation among parent volunteers at Smythe arouses.

**Diana Ochoa, Parent Volunteer at Smythe,** 1) Shared concerns about the Think Together lead at Smythe. 2) Commented that she witnessed the Think Together lead at Smythe responding rudely and unprofessionally to a student. She brought this concern to Mr. Tapia and has not received an answer or solution. 3) Commented that she would like to know how the nutritional value of lunches served to students in the cafeteria is determined. According to her children, the meals are not nutritious and lack in flavor. Mentioned that parents decided to pack lunches for their children which generated additional expenses. 4) Asked the Board to address the situation as soon as possible. 5) Mentioned that she agrees with Mrs. Pichardo. There should not be disruptive personnel at our schools. 6) Commented that she supports the Dual Language Program and teachers. 7) Mentioned that her son was once in the Dual Language Program and is now in the process of becoming a Music Teacher.

**Javier Ochoa, Former Student,** 1) Commented that the Dual Language Program works. 2) Mentioned that when he became a student in the San Ysidro School District he struggled with the English Language and thanks to the Dual Language Program, he is going to college. 3) Commented that he will return to the community to teach our students.

**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.**

13.1

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

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

## 10. ITEMS FROM THE BOARD & SUPERINTENDENT

**Vice-President Linares,** 1) Commented that he hopes to work together with the newly elected Board member. 2) Mentioned that sometimes elections have consequences and hopes it will be for the benefit of students, staff and the community.

**Member Martinez,** 1) Thanked Mr. Bojorquez and Ms. Carranza for hosting the meeting. 2) Mentioned that he was very impressed with Javier Ochoa and will give him a letter of recommendation for college.

3) Commented that he was reflecting on the election results at the National level and a lot of people feel sad and disappointed. 4) Mentioned that the best thing to do as a community is to continue to show love, support and accept all races and treat everyone with dignity. 5) Asked the Board to adopt an Anti-Hate Resolution as an action item at the upcoming Board Meeting. 6) Mentioned that he would like to get started with the Town Hall meetings.

**Member Pallasigue,** 1) Commented that she has been on the Board for one year and has gotten to know the staff and community. 2) Mentioned that she would like to look into the detention policy. 3) Commented that she doesn't agree with students sitting in the office during lunch time and reading a book for detention. She would like the District to provide activities such as yoga, art therapy and provide homework clinics or other resources for behavioral and academic detentions. 4) Mentioned that she would like to open up the discussion for the Beyer site. 5) Commented that she would like to see homework support for students who are not attending the Think Together After School Program. 6) Mentioned that she is excited that Irene Lopez joined the Board and will be a great asset. 7) Commented that Mr. Kinney, whom she admires and respects, will be missed.

**Clerk Kinney,** 1) Congratulated Irene Lopez for winning the Board elections. 2) Commented that this is his last meeting sitting as a Board member. 3) Mentioned that he had never attended a Board meeting until his wife, a teacher at Sunset, came home worried about pay cuts for all teachers. 4) Mentioned that he is grateful for being a part of bringing the new superintendent who is all about transparency.

**President Diaz,** 1) Commented that it is the last meeting the Board will have with the same configuration of Board members. The Board will change seats at the next Board meeting and thanked them for their support. 2) Congratulated Irene Lopez on her campaign and mentioned that both Irene Lopez and Mr. Kinney's campaign were well run. 3) Thanked Mr. Kinney for being practical and believing in what the Board was doing. 4) Commented that the Board has two more years to finish what they started with the renovation and reconfiguration and thanked Mr. Kinney for his support. 5) Mentioned that it will be sad to see Mr. Kinney go. 6) Welcomed Irene Lopez to the Board. 7) Commented that he will always respect whatever decisions she makes as long as she believes in them and wants to move San Ysidro forward. 8) Commented that his goals as a parent and Board member are to make the schools better for students and to prepare them for high school and improve the graduation rates. 9) Mentioned that all employees are leaders and educators and asked for all leaders to keep an open mind to do things better.

**Dr. Fonseca, Superintendent,** 1) Thanked Mr. Kinney for his leadership and commitment to the community of San Ysidro and the high level of trust he had in him and his team. 2) Congratulated Irene Lopez and looks forward to working with her. 3) Mentioned that people are watching the District very closely and have seen the change from negative to positive comments. 4) Mentioned that the Discovery Channel Profile Series looked at the positive educational changes the Board and the District have done and will be doing a

documentary that will put the District on the national spotlight. 5) Thanked the Board for the educational changes the District has made and congratulated them and the community for the Profile Series documentary that will air in December. 6) Commented that a committee will meet to discuss yoga classes for detention. 7) Mentioned that the District is working on the homework policy and will meet with the teacher’s union to discuss it. 8) Commented that Veteran’s Day is a very important holiday and appreciates all veterans. 9) Thanked Mr. Lovelace, Victor Guzman and Nadia Aviles for their calm and fast response during the HVAC malfunction at OVHS.

Member Pallasigue made a motion to recess at 7:57 p.m., seconded by Member Martinez. The vote was unanimous. The Board reconvened at 8:13 p.m.

**CALL TO ORDER** Who: President Diaz Time: 8:13 p.m.

**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

**11. GENERAL ADMINISTRATION**

**11.1 MINUTES**

The Board approved the minutes of the Regular Board meeting of October 13, 2016.

Motion: Martinez Second: Pallasigue Vote: Unanimous

**11.2 RESOLUTION NO. 16/17-0005**

The Board approved the adoption of Resolution No. 16/17-0005 authorizing the assignment of Mr. Mark Walters to a single-subject class under Education Code section 44256(b).

Motion: Martinez Second: Pallasigue Vote: Unanimous

**11.3 2017-2018 CERTIFICATED WORK CALENDAR**

The Board approved the 2017-2018 Certificated Work Calendar.

Motion: Martinez Second: Kinney Vote: Unanimous

**11.4 2017-2018 STUDENT CALENDAR**

The Board approved the 2017-2018 Student Calendar.

Motion: Kinney Second: Linares Vote: Unanimous

**11.5 SITE LEASE AND FACILITIES LEASE AGREEMENTS WITH BALFOUR BEATTY CONSTRUCTION FOR MANAGEMENT OF MULTI-PRIME PROJECTS - REVISED**

The Board approved the revisions to the Site Lease and Facilities Lease Agreements with Balfour Beatty for construction management of projects at La Mirada and Smythe Schools at an amount of \$18,918,073.00 from the building fund.

Motion: Linares      Second: Kinney      Vote: 4 Ayes - 1 Noe (M)

**11.6 ORGANIZATIONAL MEETING**

The Board approved Wednesday, December 14, 2016, at 5:00 p.m. in the Multicultural Complex at San Ysidro Middle School as the date, time and place for the annual Organizational Meeting of the Governing Board as per Education Code section 35143.

Motion: Kinney      Second: Linares      Vote: Unanimous

**11.7 AGREEMENT WITH AGUILAR AND ASSOCIATES**

The Board approved the agreement with Aguilar and Associates for Architectural Services at La Mirada and Smythe Schools' modernization projects at a not to exceed amount of \$1,662,103.58 from the building fund.

Motion: Linares      Second: Kinney      Vote: Unanimous

**12. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

- 1) Pulled items 12B.6, 12B.13, 12B.14, 12B.15 for discussion and to be voted on separately.
- 2) Changes to Consent Calendar Item:
  - 12A.2 Staff Development - California School Nurses Organization Conference – Changed funding from Special Education Fund to Supplemental and Concentration Fund
- 3) Tabled Consent Items:
  - 12A.2- Staff Development - CDE EXPANDED LEARNING PROGRAMS ORIENTATION
  - 12B.5 - MEMORANDUM OF UNDERSTANDING FOR PHOTOGRAPHY

Motion: Martinez      Second: Pallasigue      Vote: Unanimous

**12A. CURRICULUM & INSTRUCTION**

**12A.1 THE URBAN SPECIAL EDUCATION LEADERSHIP COLLABORATIVE MEMBERSHIP**

The Board approved the Urban Special Education Leadership Collaborative annual membership enrollment from San Ysidro School District at a cost not to exceed \$2,600.00 for school year 2016-2017 from the Special Education fund.

**13.1**

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**12A.2 STAFF DEVELOPMENT**

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

| <b>PARTICIPANT(S)</b>   | <b>EVENT</b>   | <b>PLACE</b>              | <b>FROM/TO</b>                     | <b>COST</b> | <b>FUNDING</b>  |
|---|--|---------------------------|------------------------------------|-------------|---|
| Alexis Rodriguez<br><b>Tabled</b>   | CDE Expanded Learning Programs Orientation             | Ontario Convention Center | November 15, 2016                  | \$0         | No Cost   |
| Manuela Colom,<br>Luis Ramos,<br>Nadia Aviles,<br>Joel Tapia,<br>Manuel Bojorquez,<br>Efrain Burciaga,<br>Maria Rodriguez,<br>Roberto Carrillo,<br>Dr. Julio Fonseca  | Achievement Gap Task Force Forums                      | SDCOE                     | November 29, 2016<br>March 9, 2017 | \$900.00    | Title II Fund   |
| Sylvia Mayer,<br>Vikki Viramontes,<br>Norma Campos,<br>Michael Direen,<br>Joel Garcia,<br>Annette Luna,<br>Irene Herrera,<br>Catalina Baltazar,<br>Eliud Lagarda,<br>Francisco Albarran,<br>Eriberto Garcia | CUE 2017 National Conference                           | Palm Springs              | March 15-18, 2017                  | \$10,500.00 | Educator Effectiveness and Supplemental & Concentration Funds |
| Eugenia Martinez  | Southern California Relief Board of Directors' Meeting | Ontario                   | November 4, 2016                   | \$195.00    | General Fund  |
| Rick Quintana,<br>Denise Villezcas,<br>Rebeca Ackerman,<br>Miguel Aguilera,<br>Martha Murillo   | Training on Dyslexia                                   | Santee                    | November 14, 2016                  | \$500.00    | Special Education Fund  |

| <b>PARTICIPANT(S)</b>   | <b>EVENT</b>  | <b>PLACE</b>                  | <b>FROM/TO</b>                       | <b>COST</b> | <b>FUNDING</b>                                |
|---|---|-------------------------------|--------------------------------------|-------------|---|
| Janette Ridgels,<br>Lorena Varela-R.,<br>Rebeca Ackerman,<br>Marjorie Palacios  | The ABCs of<br>Preschool<br>Assessment and<br>Intervention  | El Cajon                      | December 8, 2016                     | \$0         | No Cost                                       |
| Rick Quintana,<br>Denise Villezcas,<br>Marjorie Palacios  | Autism<br>Diagnostic<br>Observation<br>Schedule<br>Training   | East County<br>SELPA          | December 1-2,<br>2016                | \$540.00    | Special<br>Education Fund                     |
| Janette Ridgels,<br>Catalina Jauregui,<br>Denise Villezcas,<br>Sylvia Armenta   | Amendment to<br>the Introduction<br>to Restorative<br>Justice Training<br>and Using<br>Circles<br>Effectively | SDCOE                         | January 25, 2017<br>February 6, 2017 | \$400.00    | Special<br>Education Fund                     |
| Roberto Carrillo,<br>Eriberto Garcia,<br>Sylvia Armenta,<br>Manuela Colom,<br>Manuel Bojorquez,<br>Nadia Aviles,<br>Maria Consuelo<br>Rodriguez | Project Lead the<br>Way<br>Informational<br>Conference  | San Diego State<br>University | December 2, 2016                     | \$0         | No Cost                                       |
| Jesus Sanchez   | Allegion School<br>Locking<br>Hardware Course   | San Diego                     | December 6, 2016                     | \$0         | No Cost                                       |
| Laura Caballero   | PeopleSoft<br>Hyperion<br>Training  | SDCOE                         | December 2016 –<br>February 2017     | \$0         | No Cost                                       |
| Manuela Colom,<br>Kelli Hay,<br>Melissa Brown   | LCFF Evaluation<br>Rubrics  | SDCOE                         | November 30,<br>2016                 | \$60.00     | Supplemental &<br>Concentration<br>Funds      |
| Anita Gillchrest  | 2017 California<br>School Nurses<br>Organization<br>Conference  | Monterey, CA                  | March 16-19, 2017                    | \$1,300.00  | Supplemental<br>and<br>Concentration<br>Funds |

**12B. BUSINESS**

**12B.1 PURCHASING REPORT**

The Board approved/ratified the following purchase orders incurred by the District during the period of October 4, 2016 through November 2, 2016. (Report #4): ■ General Fund: 0000000847-0000000848, 0000000853-0000000859, 0000000868, 0000000875, 0000000881-0000000886, 0000000889-0000000892, 0000000896, 0000000917-0000000918, 0000000923-0000000930, 0000000932, 0000000935-0000000938, 0000000944, 0000000947, 0000000988-0000000991, 0000000999, 0000001006-0000001007, 0000001010-0000001038, 0000001040-0000001044, 0000001046-0000001049, 0000001055-0000001069 ■ Child Development Fund: 0000001050-0000001052 ■ Cafeteria Fund: 0000000894-0000000895, 0000000931, 0000001039, 0000001053 ■ Building Fund: 0000000885, 0000000998, 0000001049.

**12B.2 EXPENDITURE REPORT**

The Board approved/ratified expenditures incurred by the District during the period of October 3, 2016 through October 24, 2016. Listing sheets #912 through #927. Payments were made with checks #14-168697 through #14-178049 for a total expenditure of \$1,109,008.23.

**12B.3 ACCEPTANCE OF DONATIONS**

The Board accepted donations valued at \$1,604.52 to help support and enrich our educational programs.

**12B.4 MEMORANDUM OF AGREEMENT FOR AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM 2016-17**

The Board approved/ratified the Memorandum of Agreement with the San Diego County Office of Education for the After School Education and Safety Program for fiscal year 2016-2017.

**12B.5 MEMORANDUM OF UNDERSTANDING FOR PHOTOGRAPHY-Tabled**

Approve/Ratify the Memorandum of Understanding with Ms. Viviana Camarillo for school year 2016-17 school year at no cost to the District.

**12B.6 AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO FOR USDA SMARTER LUNCHROOM PLATE WASTE STUDY**

The Board approved the agreement with The Regents of the University of California, San Diego to conduct a Plate Waste Study at Smythe and Vista Del Mar Elementary Schools at a cost of \$4,535.00 to be paid from the USDA Smarter Lunchrooms Grant.

Motion: Martinez      Second: Pallasigue      Vote: Unanimous

**12B.7 CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2017-2018**

The Board approved the application for continued funding for the District's State Preschool and Child Development Program serving children 3 to 5 years of age for fiscal year 2017-2018.

**12B.8 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT AMENDMENT NO. 01**

The Board approved/ratified the Resolution and Amendment No. 1 to the California State Department of Education Contract No. CSPP-6445 for the Preschool & Child Development Programs 2016-2017 fiscal year.

**12B.9 CONTRACT AMENDMENT FOR SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS TO PROVIDE COMPENSATION FOR CONSULTING SERVICES ADDRESSING THE ISSUE OF EARLY CHILDHOOD OBESITY IN SUPPORT OF SAN DIEGO COUNTY'S LIVE WELL, SAN DIEGO! PROGRAM FOR 2016-17**

The Board approved the amendment to the agreement with the San Diego County Superintendent of Schools which delineates a revision in Exhibit B, Article 7: Suspension, Delay and Termination for consulting services addressing the issue of early childhood obesity in support of the San Diego County's *Live Well, San Diego!* Program for 2016-2017.

**12B.10 CONTRACT AMENDMENT FOR SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR FIRST 5 SAN DIEGO'S QUALITY PRESCHOOL INITIATIVE (QPI) PROGRAM 2016- 2017**

The Board approved the contract amendment with the San Diego County Superintendent of Schools which delineates a revision in the Exhibit B, Article 7: Suspension, Delay and Termination for the 2016-2017 First 5 San Diego Quality Preschool Initiative (QPI) Program.

**12B.11 MEMORANDUM OF UNDERSTANDING WITH CATHOLIC CHARITIES FOR FOSTER GRANDPARENT PROGRAM**

The Board approved the renewal of the Memorandum of Understanding with Catholic Charities for the Foster Grandparent Program at the Preschool & Child Development Center and Sunset Preschool from January 1, 2017 through December 31, 2017 at a cost of \$5,040.00 from the Preschool donation account.

**12B.12 ANNUAL PUBLIC PERFORMANCE SITE LICENSE FOR 2016-17**

The Board approved the purchase of an Annual Public Performance Site License from Movie USA for school year 2016-2017 at a cost not to exceed \$2,768.00 from the general fund.

**12B.13 AMENDMENT TO AGREEMENT WITH EAST L.A. CLASSIC THEATRE, INC. FOR BEYOND THE BELL BROADWAY AFTER SCHOOL PROGRAM**

The Board approved the amendment with East L.A. Classic Theatre, Inc. to increase the contract amount by \$26,500.00 for a contract total of \$166,500.00 for school year 2016-17 from the supplemental and concentration fund.

Motion: Martinez

Second: Pallasigue

Vote: Unanimous

**12B.14 DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD – HUMAN RESOURCES**

The Board approved the destruction of documents related to the Human Resources department to include duplicate employment applications dated 2015-2016 and recruitment files dated 2011 – June 30, 2013.

Motion: Kinney

Second: Pallasigue

Vote: Unanimous

**12B.15 DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD - PRESCHOOL & CHILD DEVELOPMENT PROGRAMS**

The Board approved the destruction of documents and obsolete instructional materials related to the Preschool & Child Development Programs as listed above and dated from 2008 to 2011.

Motion: Pallasigue

Second: Linares

Vote: Unanimous

**12B.16 DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD - EDUCATIONAL SERVICES**

The Board approved the destruction of documents and obsolete instructional materials related to the Educational Services Department as listed above and dated from 1976 to 2011.

**12B.17 GRANT AGREEMENT WITH SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL AND SAMSUNG INTERNATIONAL, INC.**

The Board approved/ratified the agreements with South County Economic Development Council and Samsung International, Inc. to accept grant awards for all District Schools.

**12B.18 AGREEMENT WITH CHERYL LAWSON, CONSULTANT**

The Board approved the agreement with Ms. Cheryl Lawson to provide consultant services to the Interim Director of Special Education at a cost not to exceed \$15,000.00 from Special Education funds.

**12B.19 AGREEMENT WITH SAN DIEGO ZOO GLOBAL FOR WATERSHED PROGRAM**

The Board approved the agreement with the San Diego Zoo Global – Watershed Program at Ocean View Hills School for school year 2016-17.

**12B.20 CHANGE ORDER NO. 1 FOR BID #14/15-338 WIRELESS, NETWORK SERVICES, MAINTENANCE, EQUIPMENT AND INSTALLATION FOR E-RATE FUNDING**

The Board approved/ratified the Change Order No. 1 for Bid #14/15-338 for Wireless, Network Services, Maintenance, Equipment and Installation in the amount of \$70,083.06 from the general fund.

**12B.21 AGREEMENT WITH PEACHJAR**

The Board approved the agreement with Peachjar for a flyer distribution and management system to be implemented district-wide beginning February 15, 2017 at a cost of \$700.00 from the general fund.

**12B.22 MEMORANDUM OF UNDERSTANDING WITH PROFILES SERIES PRODUCTIONS**

The Board approved the Memorandum of Understanding with Profiles Series Productions at an approximate cost of \$31,000.00 from the general fund.

**12C. PERSONNEL – CLASSIFIED**

**EMPLOYMENT**

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

- 12C.1 Bus Driver: Amy Ramirez, effective December 1, 2016.
- 12C.2 Campus Security: Alejandro Valencia, effective November 14, 2016.
- 12C.3 Instructional Aide: Maribel Martinez, effective December 1, 2016.
- 12C.4 Substitute Custodian: Mario Marin, effective December 1, 2016.

**JOB DESCRIPTION**

The Board approved the revised job description as recommended by staff:

- 12C.5 AVID Tutor

**RECRUITMENT**

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

- 12C.6 AVID Tutors
- 12C.7 Personnel Technician

**RETIREMENT**

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

- 12C.8 Substitute Clerk: Lilian Sanchez as Substitute Clerk, effective September 10, 2016.

**12D. PERSONNEL – CERTIFICATED**

**EMPLOYMENT**

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

- 12D.1 Classroom Teachers: Robin Coonrad, effective November 1, 2016, Evigard Daen, effective October 31, 2016, and Earl Kim, effective October 28, 2016
- 12D.2 Science Teacher: Mark Walters, effective November 14, 2016
- 12D.3 Special Education Teacher: Jacqueline McGrath, effective October 31, 2016
- 12D.4 Substitute Teachers: Jessica Beaven-Perez, Christine Carreno, Stephanie Ellis, Jenelle Miller, Jeffrey Nieder Jr., Brenda Olivas-Campos, Regina Olivo, Lida Razavi Aramburo, Bibiana Sanchez and Francisco Santos, effective December 1, 2016

**12E. PERSONNEL – MANAGEMENT**

**REINSTATEMENT**

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

- 12E.1** Executive Director of Curriculum, Instruction and Innovation
- 12E.2** Executive Director of Human Resources

**APPOINTMENT**

The Board approved the appointment of the following as recommended by staff:

- 12E.3** Executive Director of Curriculum, Instruction and Innovation: Manuela Colom-Ramirez, from Principal to Executive Director of Curriculum, Instruction and Innovation, effective October 3, 2016.
- 12E.4** Executive Director of Human Resources: Daniel Zummo from Director of Human Resources to Executive Director of Human Resources, effective November 1, 2016.
- 12E.5** Interim Principal: Luis Ramos from Assistant Principal to Interim Principal, effective October 3, 2016.
- 12E.6** Interim Director of Special Education: Janette Ridgels from Program Specialist to Interim Director of Special Education, effective November 2, 2016.

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

**13. ADJOURNMENT** Time: 9:01 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary  
Governing Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** DATE, TIME AND PLACE OF GOVERNING BOARD MEETINGS

**BACKGROUND INFORMATION:**

Education Code Section 35140 requires that the governing board of any school district shall by rule and regulation fix the time and place for its regular meetings. Such action shall be proper notice to all members of the board of the regular meetings.

**RECOMMENDATION:**

Approve the regular Governing Board meetings from January through December 2017, to be held on the second Thursday of each month (except for January due to the holidays and non-working days) at 5:00 p.m., at the District Office and at each school at least once a year.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



## SAN YSIDRO SCHOOL DISTRICT

*Quality education and opportunity for all students to succeed*

### Governing Board Meetings Schedule

January – December 2017

Closed Session: 5:00 p.m.-6:00 p.m.

Open Session: 6:00 p.m.

|                           |                                 |
|---------------------------|---------------------------------|
| <b>*January 26, 2017</b>  | <b>Education Center</b>         |
| <b>February 9, 2017</b>   | <b>Sunset School</b>            |
| <b>March 9, 2017</b>      | <b>Smythe School</b>            |
| <b>April 13, 2017</b>     | <b>Vista Del Mar School</b>     |
| <b>May 11, 2017</b>       | <b>La Mirada school</b>         |
| <b>June 8, 2017</b>       | <b>Education Center</b>         |
| <b>July 13, 2017</b>      | <b>Education Center</b>         |
| <b>August 10, 2017</b>    | <b>Education Center</b>         |
| <b>September 14, 2017</b> | <b>San Ysidro Middle School</b> |
| <b>October 12, 2017</b>   | <b>Ocean View Hills School</b>  |
| <b>November 9, 2017</b>   | <b>Willow School</b>            |
| <b>December 14, 2017</b>  | <b>San Ysidro Middle School</b> |

\*Exception due to holidays/non-working days

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** 2017 CSBA DELEGATE ASSEMBLY NOMINATIONS

**BACKGROUND INFORMATION:**

The San Ysidro School District is a member of the California School Boards Association (CSBA). CSBA is a nonprofit education association representing the elected officials who govern public school districts and county offices of education.

The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state.

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly nominations must be made by Governing Boards within their geographical region or subregion. Region 17, San Diego County, has seven vacancies. Delegate Assembly members are elected at large from all of the nominations received by their geographical region or subregion. Nominations are to be submitted by January 7, 2017.

**RECOMMENDATION:**

Nominate, in accordance with CSBA Bylaws, Board members in Region 17 as candidates for election to the CSBA Delegate Assembly 2017-2019.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: JKM

Financial Implications?

Are funds for this item included in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



California School Boards Association

October 24, 2016

**DEADLINE: Saturday, January 7, 2017**  
**BOARD ACTION REQUIRED**  
Please deliver to all governing board members.

## MEMORANDUM

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

From: Chris Ungar, President

Re: Call for Nominations for CSBA Delegate Assembly

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Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Saturday, January 7, 2017**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than **Saturday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Wednesday, February 1, 2017 and are due Wednesday, March 15, 2017.
- Elected Delegates serve a two-year term beginning April 1, 2017 through March 31, 2019.

The enclosed nomination materials related to the nomination process are available to download at <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectiontotheDelegateAssembly.aspx>. For more information about the Delegate Assembly, please contact the Executive Office or Charlyn Tuter at [ctuter@csba.org](mailto:ctuter@csba.org) or (800) 266-3382, ext. 3281. Thank you.

## Region 17

### County: San Diego

**The following is a list of all delegates whose term expires in 2016. They are up for re-election and must be nominated by a CSBA member district.**

|                     |                           |
|---------------------|---------------------------|
| Twila Godley        | (Lakeside Union SD)       |
| Beth Hergesheimer   | (San Dieguito Union HSD)  |
| Janet W. Mulder     | (Jamul-Dulzura Union ESD) |
| Tamara Otero        | (Cajon Valley Union SD)   |
| Dawn Perfect        | (Ramona USD)              |
| Barbara Ryan        | (Santee SD)               |
| Priscilla Schreiber | (Grossmont Union HSD)     |

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** FIRST READING OF BOARD BYLAW 9271 (A-B) SCHOOL BOARD  
CODE OF ETHICS AND ADMINISTRATIVE REGULATION 9271 (A-C)  
BOARD OF ETHICS REGULATION

**BACKGROUND INFORMATION:**

The purpose of this Bylaw and Administrative Regulation is to establish standards for current Board Members to follow to assist them in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

**RECOMMENDATION:**

Approve first reading of Board Bylaw 9271 (a-b) School Board Code of Ethics and Administrative Regulation 9271 (a-c) Board of Ethics Regulation.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   JASF  

Financial Implications?

Are funds for this item included in the 2016-2017 Budget?

Requisition#

Yes     No

Yes     No

N/A  
(Amount)

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

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**School Board Code of Ethics**

School board members pledge to be:

1. Champions of the public schools
2. Committed to high quality education for every student
3. Honest and sincere, having the courage of their convictions
4. Willing and capable of assuming board responsibilities
5. Able to work cooperatively with others
6. Non-partisan in dealing with all school matters; the Board does not wish in any way to subordinate the education of children and youth to any partisan principle, group interest, or personal ambition
7. Willing to maintain confidentiality of privileged information
8. Aware that the strength of the Board is as a board, not as individuals; individual board members have no authority or power to act on behalf of the Board; therefore, a board member should never make out-of-meeting commitments on behalf of the District or the Board
9. Informed of concerning state and federal laws and regulations concerning education
10. Faithful in attendance at board meetings and diligent in preparation and study to become informed concerning the issues to be considered at those meetings
11. Willing to conduct school business in open meeting as when required to do so by law, even when the subject is controversial or personal
12. Cognizant that the primary function of the Board is to establish the policies by which the schools are to be administered, but that the administration of the educational program and the conduct of school business shall be left to the Superintendent
13. Eager to learn from association with other school board members from around the state and nation, and open to personal development through reading publications of the California School Boards Association and attending seminars and conventions of similar organizations
14. Aware that it is as important for the Board to understand and evaluate and support administration of the educational program of the schools as it is to plan for the business of school operation
15. Vigilant against even the appearance of conflict of interest; board members should become familiar with the laws governing contracts and purchases as they relate to board members and carefully avoid any violation

Legal References:

EDUCATION CODE:

1040-1047 Duties and responsibilities of county boards

35010 Power of governing board to adopt rules for its own governance

35160 Board authority to act in any manner not conflicting with law

School Board Code of Ethics (continued)

35164 Actions by majority vote

GOVERNMENT CODE

1090 Financial interest in contract

1098 Disclosure of confidential information

1125-1129 Incompatible activities

54950-54963 The Ralph M. Brown Act

87300-87313 Conflict of interest code

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

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

**Board of Ethics Regulation**

In order to implement the board Ethics Policy, the San Ysidro School Board hereby adopts the following rules and procedures.

**To implement items 4 and 12 of the board ethics policy related to board member roles and responsibilities, board members shall:**

- Comply with the district's policy on board member visits to schools, which prohibits unannounced visits to schools and prohibit visits for the purposes of directing or evaluating school staff.
- Focus on policy adoption and strategic planning; the Superintendent is responsible for policy implementation.
- Not provide directives or feedback to school personnel and not attempt to evaluate them; the Board, as a collective body, may provide directives to the Superintendent and shall evaluate him/her in accordance with the terms of his/her employment agreement;
- Not request, review or in any manner seek information contained in personnel files unless there is a matter before the Board involving the employee;
- Maintain the confidentiality of information concerning personnel or affairs of the District. Neither disclose confidential information or records without proper and legally required authorization, nor use such information or records to advance their personal, financial or other private interests, or private gain.
- Give the Superintendent full administrative authority for properly discharging the Superintendent's professional duties.
- Only perform the responsibilities assigned to them through applicable laws, regulations and policies; board members should annually review district policies and applicable laws governing board responsibilities and authority to ensure compliance with them. If policy or statute is silent on a matter, an individual board members shall assume that he/she has no authority to act.

**To implement item 5 of the board ethics policy related to cooperation, board members shall:**

- Actively participate at board meetings and allow all board members to have an equal opportunity to speak and offer their perspectives;
- Work with fellow board members in a spirit of cooperation, in spite of differences of opinion and be willing to publically support, or at least not undermine, the decision of the majority of the Board;
- Be willing to respectfully listen and consider all perspectives at the board table;
- Correspond/communicate with fellow board members, administration, and other District personnel in a professional manner inside and outside the boardroom;
- Follow parliamentary procedure at board meetings including, but not limited to, not talking out of turn or over one another;

**Board of Ethics Regulation (continued)**

**To implement items 6 and 15 of the board ethics policy related to nonpartisan decision making, board members shall:**

- Board members shall at all times avoid the appearance of impropriety. Prior to participating in a discussion or vote, the board member shall disclose in open session, and as may be further required by applicable law, if he/she has a personal or financial interest in the matter before the Board.
- An individual board member shall first consider criteria contained in the Conflict of Interest and Disclosure bylaw, applicable law, (BB 9270) and the factors in this AR to determine if s/he has a conflict of interest.
- Board members shall make their decisions and take their actions fairly and impartially and base them on the merits and substance of the matter. Each board member shall discharge his/her duties faithfully, regardless of personal considerations.
- If the individual board member is uncertain of whether or not s/he has a conflict, s/he is authorized to contact SYSD General Counsel or the state's attorney to assist with making this determination.
- Avoid making pledges to members of the public concerning an upcoming or past board agenda item and reserve decision making for board meetings after having a chance to hear all perspectives.
- In full compliance with the Brown Act, send questions on agenda items to the Superintendent for clarification and request any additional material needed to inform decision making from the Superintendent.

**To implement items 8 and 11 of the board ethics policy related to individual versus collective board authority and where such authority is appropriately exercised, board members shall:**

- Clarify, when speaking to the public about board matters, that they are speaking individually and that the individual board member has no legal status to bind the Board outside of a duly noticed meeting.
- Comply with the Brown Act on open meetings and the Public Records Act when engaged in correspondence or communication with board members inside and outside of board meetings; official board action must only occur at properly noticed board meetings where at least a quorum of the board is present.
- Not issue or engage in official communication of the Board or District unless delegated such authority through board action at a duly noticed meeting; official communication may take the form of correspondence with the press, publishing statements on the district's website or social media sites, and/or written or verbal correspondence with students, parents, school staff, or other community members.
- Not represent themselves to the public or school employees as having official authority to act on behalf of the Board unless delegated such authority through board action at a duly noticed meeting.

**Violations and Sanctions**

- When a board member violates the board ethics policy or regulation, the Superintendent may:

**Board of Ethics Regulation (continued)**

- Meet with the board member to remind him/her of the requirements contained in the board ethics policy and regulation;
- Place the board ethics policy and regulation on the board agenda for review and reaffirmation by the Board;
- A breach of conduct may result in appropriate sanctions, progressing from private warning by the Superintendent to public action by the Board at a duly noticed meeting.

Administrative Regulation adopted  
By the Board:



**Board Members Visits to Schools**

School board members are encouraged to visit schools. Such visits are to be discussed with the Superintendent. The visit would then need to be scheduled with the Building Principal. The Building Principal will accompany the board member on the visit. Such visits are for the purpose of becoming acquainted with school programs, personnel, operation, and facilities. Board members will not give directions, or make suggestions to personnel during their visit. If a school visit leaves a board member with a concern, this concern should be discussed with the Superintendent. The Superintendent will contact the School Board President in order for the Board President to be aware of the visitation and/or any other concerns or issues reported to the Superintendent by other Board members.

Board members may also have children in the schools and therefore have parental opportunities to converse with their child's teacher, counselor, or administrator. In those instances, the board member should make it clear that s/he is visiting as a parent and not as a member of the Board. Board members with concerns as parents will need to follow the proper chain-of-command procedures and school visitation policies and administrative regulations.

*Legal Reference:*

## EDUCATION CODE

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes; misdemeanor

32212 Classroom interruptions

35160 Authority of governing boards

35292 Visits to schools (board members)

49091.10 Parental right to inspect instructional materials and observe school activities

51101 Parent Rights Act of 2002

51512 Prohibited use of electronic listening or recording device

## EVIDENCE CODE

1070 Refusal to disclose news source

## LABOR CODE

230.8 Discharge or discrimination for taking time off to participate in child's educational activities

## PENAL CODE

290 Sex offenders

626-626.10 Schools

626.81 Misdemeanor for registered sex offender to come onto school grounds

627-627.10 Access to school premises, especially:

627.1 Definitions

627.2 Necessity of registration by outsider

627.7 Misdemeanors; punishment

## COURT DECISIONS

**Board Members Visits to Schools (continued)**

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652  
ATTORNEY GENERAL OPINIONS  
95 Ops.Cal.Atty.Gen. 509 (1996)

(10/96 7/10) 3/12

Board Policy adopted  
By the Board:

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** FIRST READING OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION 5148.2 - BEFORE AND AFTER SCHOOL PROGRAMS

**BACKGROUND INFORMATION:**

Currently, the San Ysidro School District does not have a Board Policy or Administrative Regulation covering Before and After School Programs. Moving forward, there is a need to add Board Policy (BP) and Administrative Regulation (AR) 5148.2 for Before and After School Programs to ensure compliance and accountability with State and Federal requirements, regulations, and legislation.

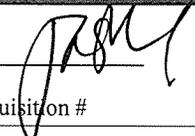
**RECOMMENDATION:**

Approve first reading of new Board Policy and Administrative Regulation 5148.2 for Before and After School Programs.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

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

--  
(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

## Students

### BEFORE/AFTER SCHOOL PROGRAMS

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program and provide safe alternatives for students. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, its curriculum, and district and state academic standards.

- (cf. 0000 - Vision)
- (cf. 0200 - Goals for the School District)
- (cf. 5147 - Dropout Prevention)
- (cf. 5148 - Child Care and Development)
- (cf. 6011 - Academic Standards)
- (cf. 6176 - Weekend/Saturday Classes)
- (cf. 6177 - Summer Learning Programs)
- (cf. 6179 - Supplemental Instruction)

The district's program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)

- (cf. 1020 - Youth Services)
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 1700 - Relations Between Private Industry and the Schools)
- (cf. 6020 - Parent Involvement)

The establishment of any program shall be approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities. (Education Code 8483.4)

- (cf. 1240 - Volunteer Assistance)
- (cf. 4131 - Staff Development)
- (cf. 4222 - Teacher Aides/Paraprofessionals)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

The program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the program may include support services that reinforce the educational component and promote student health and well-being.

- (cf. 0450 - Comprehensive Safety Plan)

(cf. 3550 - Food Service/Child Nutrition Program)  
(cf. 5030 - Student Wellness)  
(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 6142.7 - Physical Education and Activity)

OPTION 1: No fee shall be charged for participation in the program.

OPTION 2: A fee may be charged to participating families based on the actual cost of services. The fee may be waived or subsidized based on economic need or other critical needs. Eligible students ages 11-12 years shall be placed in a before-school or after-school program, if and when available, rather than subsidized child care and development services. During the time that the before-school or after-school program does not operate, students ages 11-12 years may be provided the option of enrolling in child care and development services in accordance with the priorities established in AR 5148 - Child Care and Development. (Education Code 8263.4)

(cf. 3260 - Fees and Charges)

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

(cf. 0500 - Accountability)

Every three years, the program shall review its after-school program plan, including program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years. (Education Code 8482.3)

(cf. 3580 - District Records)

#### Legal Reference:

##### EDUCATION CODE

8263 Eligibility and priorities for subsidized child development services  
8263.4 Enrollment of students ages 11-12 years  
8273.1 Family fees, exemptions  
8350-8359.1 Programs for CalWORKS recipients  
8360-8370 Personnel qualifications  
8420-8428 21st Century After-School Program for Teens  
8482-8484.65 After School Education and Safety Program  
8484.7-8484.9 21st Century Community Learning Centers  
8490-8490.7 Distinguished After School Health Recognition Program  
17264 New construction; accommodation of before- and after-school programs  
35021.3 After-school physical recreation instructors  
45125 Criminal record check  
45330 Paraprofessionals; instructional aides  
35340-45349 Paraprofessionals; instructional aides  
49024 Criminal background check; Activity Supervisor Clearance Certificate  
49430-49434 Nutrition standards  
49553 Free or reduced-price meals  
69530-69547.9 Cal Grant program  
UNITED STATES CODE, TITLE 20  
6314 Title I schoolwide programs

7171-7176 21st Century Community Learning Centers  
UNITED STATES CODE, TITLE 42  
1766-1766a Child and Adult Care Food Program  
CODE OF FEDERAL REGULATIONS, TITLE 7  
226.17 Nutrition standards

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality  
Assessment Tools, 2014  
Quality Standards for Expanded Learning in California: Creating and Implementing a Shared  
Vision of Quality, 2014  
California After School Physical Activity Guidelines, 2009  
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS  
21st Century Community Learning Centers, Nonregulatory Guidance, February 2003  
WEB SITES

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

California Department of Education, Before and After School: <http://www.cde.ca.gov/ls/ba>

California Healthy Kids Survey: <https://chks.wested.org>

California School-Age Consortium: <http://calsac.org>

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

Partnership for Children and Youth: <http://partnerforchildren.org>

U.S. Department of Agriculture: <http://www.fns.usda.gov/cnd/care/afterschool.htm>

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

(3/06 11/06) 7/15

**Students**

**BEFORE / AFTER SCHOOL PROGRAMS**

Grades K-9

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program may serve students in grades K-9. (Education Code 8482.3, 8484.8)

Consistent with state funding priorities, the district shall, to the extent feasible, give priority to establishing ASES programs that serve students in schools with the highest percentage of students eligible for free and reduced-price meals.  
(cf. 3553 - Free and Reduced Price Meals)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs or serve a high percentage of students from low-income families. (Education Code 8484.8; 20 USC 7173)  
(cf. 6171 - Title I Programs)

Consistent with federal funding priorities, the district shall, to the extent feasible, give priority to establishing 21st CCLC programs in schools that are identified for program improvement under 20 USC 6316 and/or programs that will provide year-round expanded learning opportunities.  
(cf. 0520.2 - Title I Program Improvement Schools)

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6154 - Homework/Makeup Work)

(cf. 6163.4 - Student Use of Technology)

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 6142.6 - Visual and Performing Arts)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6178 - Career Technical Education)

2. Nutrition

- a. If snacks or meals are made available in the program, they shall conform to state nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)
- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the district may, with the approval of the Superintendent of Public Instruction, provide services at another school site. A significant barrier includes either of the following: (Education Code 8482.8)

(1) Fewer than 20 students participating in the program component

(2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

(cf. 3540 - Transportation)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4; 45330, 45344, 45344.5)

(cf. 4222 - Teacher Aides/Paraprofessionals)

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)

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

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

- c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

## 5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

## 6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

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

- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

- (1) Priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)
- (2) Priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.

(cf. 6179 - Supplemental Instruction)

- (3) Any remaining capacity shall be filled by students selected at random.
- (4) A waiting list shall be established to accommodate additional students if space becomes available.

## 7. Attendance/Early Release

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

8. Summer/Intersession/Vacation Programs

- a. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- b. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)
- c. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)
- d. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)
- e. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

(cf. 6177 - Summer Learning Programs)

(11/06 3/08) 7/15

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** FIRST READING OF NEW AND REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6020, 6170.1, 6171, 6173, 6173.1, 6174 AND 6175

**BACKGROUND INFORMATION:**

There is a need to revise current Board Policies (BP) and Administrative Regulations (AR) in order to update them with current State and Federal requirements, regulations, and legislation.

- BP 6020: Parent Involvement (Last updated: Sept. 2002)
- BP and AR 6171: Title I Programs (Last updated: Sept. 2002)
- BP and AR 6173: Education for Homeless Children (Last Updated: Oct. 2003)
- BP and AR 6174: Education for English Language Learners (Last updated: No Date Listed)
- BP and AR 6175: Migrant Education Program (Last updated: Sept. 2002)

There is also a need to add new Board Policies (BP) and Administrative Regulations (AR) to ensure compliance and accountability of State and Federal requirements, regulations, and legislation.

- AR 6020: Parent Involvement
- BP 6170.1: Transitional Kindergarten
- BP and AR 6173.1: Education for Foster Youth

**RECOMMENDATION:**

Approve first reading of new and revised Board Policies 6020, 6170.1, 6171, 6173, 6173.1, 6174, 6175 and new and revised Administrative Regulations 6020, 6171, 6173, 6173.1, 6174, 6175.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: pro  
Requisition # \_\_\_\_\_

Financial Implications?

Yes     No

Are funds for this item available in the 2016-2017 Budget?

Yes     No

N/A  
(Amount)

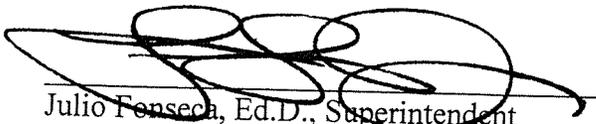
N/A  
(Name of funding source and/or location)

\_\_\_\_\_  
(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

# Revised

## Board Policies (BP) and Administrative Regulations (AR)

**6020**

**Instruction**

BP 6020(a)

**PARENT INVOLVEMENT**

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that continued parental involvement in the education of children contributes greatly to student achievement and a positive school environment.

In order to engage parents/guardians positively in their children's education, the Superintendent or designee shall ensure that staff members at each school:

1. Help parents/guardians develop parenting skills and provide home environments that support their children's academic efforts and their development as responsible members of society
2. Inform parents/guardians that they can directly affect the success of their children's learning and provide them techniques and strategies that they may use to improve their children's academic success and help their children in learning at home

*(cf. 6154 - Homework/Make-Up Work)*

3. Initiate consistent and effective two-way communication between the home and school so that parents/guardians may know when and how to help their children in support of classroom learning activities

*(cf. 5124 - Communication with Parents/Guardians)*  
*(cf. 5145.6 - Parental Notifications)*

4. Receive training that fosters effective and culturally sensitive communication with the home, including training on how to communicate with non-English speakers and how to give parents/guardians opportunities to assist in the instructional process both at school and at home

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

5. Encourage parents/guardians to serve as volunteers in the schools, attend student performances and school meetings, and participate in site councils, advisory councils and other activities in which they may undertake governance, advisory and advocacy roles

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 0420.1 - School-Based Program Coordination)*  
*(cf. 0420.3 - School-Based Pupil Motivation and Maintenance Program)*  
*(cf. 0420.5 - School-Based Decision Making)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 1240 - Volunteer Assistance)*  
*(cf. 1250 - Visitors/Outsiders)*  
*(cf. 6171 - Title I Programs)*

**PARENT INVOLVEMENT** (continued)

School plans shall delineate specific measures that shall be taken to increase parental involvement with their children's education, including measures designed to involve parents/guardians with cultural, language or other barriers which may inhibit such participation.

*Legal Reference:*

EDUCATION CODE

*11500-11506 Programs to encourage parental involvement*

LABOR CODE

*230.8 Time off to visit child's school*

*Management Resources:*

CDE PROGRAM ADVISORIES

*0928.90 Guidelines for the development of policies on parent involvement, SPB: 90/91-3*

SBE POLICIES

*Parent Involvement in the Education of Their Children, 1994*

BP 6020

## **Instruction**

### **PARENT INVOLVEMENT**

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home.

- (cf. 0420 - School Plans/Site Councils)
- (cf. 0520.2 - Title I Program Improvement Schools)
- (cf. 1220 - Citizen Advisory Committees)
- (cf. 1230 - School-Connected Organizations)
- (cf. 1240 - Volunteer Assistance)
- (cf. 1250 - Visitors/Outsiders)

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

- (cf. 5020 - Parent Rights and Responsibilities)
- (cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent involvement efforts, including, but not limited to, input from parents/guardians and school staff on the adequacy of parent involvement opportunities and barriers that may inhibit parent/guardian participation.

- (cf. 0500 - Accountability)

#### **Title I Schools**

Each year the Superintendent or designee shall identify specific objectives of the district's parent involvement program for schools that receive Title I funding. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program. (Education Code 11503)

- (cf. 6171 - Title I Programs)

The Superintendent or designee shall ensure that the district's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how the district will carry out each activity listed in 20 USC 6318. (20 USC 6318)

**13.7**

The Superintendent or designee shall consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also shall involve parents/guardians of participating students in decisions regarding how the district's Title I funds will be allotted for parent involvement activities. (20 USC 6318)

(cf. 3100 - Budget)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent involvement policy in accordance with 20 USC 6318.

#### Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

#### Legal Reference:

##### EDUCATION CODE

11500-11506 Programs to encourage parent involvement

48985 Notices in languages other than English

51101 Parent rights and responsibilities

64001 Single plan for student achievement

##### LABOR CODE

230.8 Time off to visit child's school

##### UNITED STATES CODE, TITLE 20

6311 Parental notice of teacher qualifications and student achievement

6312 Local educational agency plan

6314 Schoolwide programs

6316 School improvement

6318 Parent involvement

##### CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Communications

#### Management Resources:

##### CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006

##### STATE BOARD OF EDUCATION POLICIES

89-01 Parent Involvement in the Education of Their Children, rev. 1994

##### U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE

Parental Involvement:

Title I, Part A, April 23, 2004

WEB SITES

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

California Department of Education, Family, School, Community Partnerships:  
<http://www.cde.ca.gov/ls/pf>

California Parent Center: <http://parent.sdsu.edu>

California State PTA: <http://www.capta.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

National PTA: <http://www.pta.org>

No Child Left Behind: <http://www.ed.gov/nclb>

Parent Information and Resource Centers: <http://www.pirc-info.net>

Parents as Teachers National Center: <http://www.parentsasteachers.org>

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

(3/91 6/96) 8/06

Policy adopted:

San Ysidro School District  
San Ysidro, California

**13.7**

**Page 8 of 99**

**6171**

**Instruction**

BP 6171(a)

**TITLE I PROGRAMS**

Title I programs shall provide eligible students with supplementary services designed to reinforce the core curriculum and improve achievement in basic and advanced skills. The district shall provide these services, including remediation in reading, language arts and/or mathematics, on the basis of individual student needs identified and annually assessed with objective educational criteria.

*(cf. 6142.91 - Reading/Language Arts Instruction)*  
*(cf. 6142.92 - Mathematics Instruction)*

In accordance with law, the district shall file with the state a plan describing the assessments, strategies and services the district will use to achieve student educational improvement. (20 USC 6312)

Any eligible school that desires to operate a schoolwide program shall develop a comprehensive plan for reforming the total instructional program in the school. (20 USC 6314)

The Superintendent or designee shall annually review the progress of each participating school in enabling its students to meet state and district standards of student performance. The results of this review shall be disseminated to staff, parents/guardians, students and the community so that the schools can continually refine instruction to help students meet these standards. (20 USC 6317)

*(cf. 6190 - Evaluation of the Instructional Program)*

**Parental Involvement**

The parents/guardians of students enrolled in Title I programs shall be involved in planning and implementing these programs in a systematic and informed fashion. They shall have regular opportunities to make recommendations on the educational needs of their children and on ways in which they can help their children benefit from the programs.

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 6020 - Parent Involvement)*

The Superintendent or designee shall develop procedures that help participating schools to plan, implement and expand effective parental involvement. At each of these schools, a written policy shall be developed with the participation of parents/guardians and distributed to them, describing how program requirements specified in law will be carried out. The policy shall be updated periodically to meet the changing needs of parents/guardians and the school. (20 USC 6319)

**TITLE I PROGRAMS** (continued)

In consultation with parents/guardians, the Superintendent or designee shall annually assess the effectiveness of the district's Title I parental involvement policy and programs and revise them if necessary. He/she shall identify barriers to greater involvement and determine what action, if any, needs to be taken to increase parental participation.

**Comparability in Instruction**

The Superintendent or designee shall establish procedures which ensure that the district provides all district schools with the same level of base funding, per student, for staff services, curriculum materials and instructional supplies. At the beginning of each school year, the ratio of students to teachers and auxiliary staff shall vary as little as possible from school to school. The Superintendent or designee shall maintain annual records to document this ratio and to indicate the quantity and quality of books and equipment at each school.

*Legal Reference:*EDUCATION CODE*11500-11506 Programs to Encourage Parental Involvement*UNITED STATES CODE, TITLE 20*6301-6514 Title I programs**8851-8857 Coordination of programs, consolidated state and local plans and applications**Management Resources:*CDE LEGAL ADVISORIES*0125.90 Procedures for requesting guidance from the U.S. Department of Education*CDE PROGRAM ADVISORIES*0620.90 Use of categorical funds for motivation incentives**0626.87 Use of Chapter I-funded personnel in conducting quality program reviews**06271.90 School-based Program Coordination Act**09211.90 Implementing class size reduction under the Morgan-Hart Class Size Reduction Act of 1989**0928.90 Guidelines for the development of policies on parent involvement**1107.89 Implementation of new procedures for noncompliance*

## Instruction

### TITLE I PROGRAMS

In order to improve the academic achievement of students from economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on state academic standards and assessments.

(cf. 6011 - Academic Standards)  
(cf. 6162.5 - Student Assessment)  
(cf. 6162.51 - State Academic Achievement Tests)  
(cf. 6162.52 - High School Exit Examination)

The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)  
(cf. 0420 - School Plans/Site Councils)

The district and each school receiving Title I funds shall develop a written parent involvement policy in accordance with 20 USC 6318.  
(cf. 6020 - Parent Involvement)

#### Local Educational Agency Plan

The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the Governing Board for approval. (20 USC 6312)  
The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low-achieving students meet challenging academic standards.

The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.

#### Comparability of Services

State and local funds used in schools receiving Title I funds shall provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

To demonstrate comparability of services among district schools:

1. The Board shall adopt and implement a districtwide salary schedule.
2. The ratio of students to teachers, administrators, and other staff at each Title I school shall not exceed 110 percent of the average ratio across non-Title I schools.

3. Salary expenditures at each Title I school shall be no less than 90 percent of the average salary expenditure across non-Title I schools.
4. All district schools shall be provided with the same level of base funding per student for curriculum and instructional materials.
5. The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to disabled students, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

At the beginning of each school year, the Superintendent or designee shall measure comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of non-comparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

#### Program Evaluation

The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments. (20 USC 6316)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 6190 - Evaluation of the Instructional Program)

#### Legal Reference:

##### EDUCATION CODE

11503 Parent involvement programs in Title I schools

52055.57 Districts identified or at risk of identification for program improvement

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

##### UNITED STATES CODE, TITLE 20

6301 Program purpose

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

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I school wide programs

6315 Targeted assistance schools

6316 School improvement

6318 Parent involvement

6320 Participation of private school students

6321 Comparability of services

7881 Participation of private school students

##### CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.79 Improving basic programs for disadvantaged students

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

LEA Plan, rev. May 17, 2006

Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Title I Fiscal Issues, May 26, 2006

Designing School wide Programs, March 22, 2006

Supplemental Educational Services, June 13, 2005

The Impact of the New Title I Requirements on Charter Schools, July 2004

Parental Involvement: Title I, Part A, April 23, 2004

Serving Preschool Children Under Title I, March 4, 2004

Title I Services to Eligible Private School Students, October 17, 2003

Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003

WEB SITES

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

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

No Child Left Behind: <http://www.ed.gov/nclb>

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

(10/95 11/02) 8/06

**Instruction**

AR 6171(a)

**TITLE I PROGRAMS**

**Parental Involvement**

To ensure that parents/guardians are consulted and participate in the planning, design, implementation and evaluation of Title I programs, each school receiving Title I assistance shall: (20 USC 6319)

1. Invite all parents/guardians of eligible children to attend an annual meeting in order to inform them about the school's participation in Title I and their right to be involved.
2. Offer additional meetings for parents/guardians at convenient times, for which related transportation, child care and/or home visits may be provided.
3. Involve parents/guardians in an organized, ongoing and timely way in the planning, review and improvement of Title I programs and parental involvement policies.
4. Provide the parents/guardians of participating students all of the following:
  - a. Timely information about Title I programs
  - b. School performance profiles and individual student assessment results, with an interpretation of these results
  - c. A description and explanation of the school curriculum, forms of assessment used to measure student progress, and expected proficiency levels
  - d. Opportunities to meet regularly with other parents/guardians to formulate suggestions, share experiences and participate in decisions related to their children's education
  - e. Timely responses to the suggestions of parents/guardians

*(cf. 5145.6 - Parental Notifications)*

5. Submit to the Superintendent or designee any negative comments by parents/guardians related to the schoolwide program plan.
6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, staff and students will work as partners and share responsibility for improved student achievement. This compact shall describe:
  - a. The school's responsibility for high-quality curriculum, instruction and learning environment

**TITLE I PROGRAMS** (continued)

- b. Parental responsibilities for supporting their children's learning, such as monitoring attendance and homework completion, volunteering in the classroom and participating in decisions related to their children's education and use of extracurricular time
  - c. Channels of ongoing communication between teachers and parents/guardians, including parent-teacher conferences, progress reports, reasonable access to staff, and opportunities to volunteer and observe classroom activities
7. Help parents/guardians understand the national education goals, state content standards, state student performance standards, and related state responsibilities. Also help them understand how to participate in decisions related to their children's education, monitor student progress, and work with educators to improve their children's performance.
  8. Provide materials and training that will help parents work with their children to improve their achievement.
  9. Educate teachers, principals and other staff in the value of parental involvement and ways to reach and work with parents/guardians as equal partners.

*(cf. 6020 - Parent Involvement)*

10. Insofar as feasible, coordinate and integrate parental involvement programs and activities with other programs.
11. Encourage community-based organizations and businesses to participate in parent involvement activities and work with parents/guardians and the schools.

*(cf. 1700 - Relations between Private Industry and the Schools)*

12. Conduct other activities as feasible to help parents/guardians learn about child development and child rearing issues.
13. Insofar as possible, provide full opportunities for the participation of parents with limited English proficiency or with disabilities, and provide program-related information and school profiles in the language used in the home.
14. Provide other reasonable support for parental involvement activities as requested by parents/guardians.

**TITLE I PROGRAMS** (continued)

At least one percent of the Title I funds received by the district shall be used for parental involvement activities. The parents/guardians of children receiving Title I services shall be involved in deciding how these funds are allotted. (20 USC 6319)

In addition to the required activities above, Title I funds may be used to support any of the activities listed below: (20 USC 6319)

1. Involve parents/guardians in the development of training for teachers, principals and other staff
2. Provide necessary literacy training when other reasonable available sources of funding for this purpose are exhausted
3. Pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
4. Train and support parents/guardians to enhance the involvement of other parents/guardians
5. Arrange meetings at a variety of times to maximize opportunities for parental participation
6. Arrange for teachers and other educators who work directly with participating children to conduct in-home conferences with parents/guardians who are unable to attend conferences at school
7. Adopt and implement model approaches to improving parental involvement

**Instruction**

**TITLE I PROGRAMS**

School wide Programs

A school may operate a Title I school wide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. The Superintendent or designee shall inform any such eligible school and the school's parents/guardians of the school's eligibility and its ability to consolidate funds from federal, state, and local sources for program purposes. (20 USC 6312, 6314)

Any participating school shall develop, annually review, and update a single plan for student achievement which incorporates the plan required by 20 USC 6314 for reforming the school's total instructional program and plans required by other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)  
(cf. 0420 - School Plans/Site Councils)

A school wide program shall include: (20 USC 6314)

1. A comprehensive needs assessment of the entire school, including the needs of migrant students, which includes the achievement of students in relation to state academic content and achievement standards

(cf. 6011 - Academic Standards)  
 (cf. 6162.5 - Student Assessment)  
 (cf. 6162.51 - State Academic Achievement Tests)  
 (cf. 6162.52 - High School Exit Examination)  
 (cf. 6175 - Migrant Education Program)

2. School wide reform strategies that:

- a. Provide opportunities for all students to meet the state's proficient and advanced levels of achievement
- b. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the school's core academic program, increase the amount and quality of learning time, help provide an enriched and accelerated curriculum, and include strategies for meeting the educational needs of historically underserved populations

(cf. 5148.2 - Before/After School Programs)  
 (cf. 6111 - School Calendar)  
 (cf. 6112 - School Day)  
 (cf. 6177 - Summer School)

- c. Include strategies to address the needs of all students in the school, but particularly the needs of low-achieving students and those at risk of not meeting state achievement standards who are members of the target population of any program that is part of the school wide program. Such strategies may include counseling, student services,

mentoring services, college and career awareness and preparation, and the integration of vocational and technical education programs. (cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

- d. Address how the school will determine if student needs have been met
- e. Are consistent with and designed to implement state and local improvement plans, if any

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

- 3. High-quality and ongoing professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians to enable all students in the school to meet state academic achievement standards

(cf. 4131 - Staff Development)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

- 4. Strategies to attract high-quality, highly qualified teachers to high-need schools

(cf. 4111 - Recruitment and Selection)

- 5. Strategies to increase parent involvement

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

- 6. Plans for assisting preschool children in the transition from early childhood programs to elementary school programs

(cf. 5148.3 - Preschool/Early Childhood Education)

- 7. Measures to include teachers in decisions regarding the use of academic assessments to provide information on and to improve the achievement of individual students and the overall instructional program

- 8. Activities to ensure that students who experience difficulty mastering the proficient and advanced levels of academic standards shall be provided with effective, timely additional assistance, which shall include measures for timely identification of students' difficulties and provision of sufficient information on which to base effective assistance

(cf. 6179 - Supplemental Instruction)

- 9. Coordination and integration of federal, state, and local services and programs

## Targeted Assistance Programs

Any school that receives Title I funds but does not operate a school wide program shall use Title I funds to provide services to: (20 USC 6315)

1. Students in grades 3-12 identified by the school as failing, or most at risk of failing, to meet the state's academic achievement standards on the basis of criteria established by the district and supplemented by the school
2. Students in preschool through grade 2 selected solely on the basis of such criteria as teacher judgment, interviews with parents/guardians, and developmentally appropriate measures

A targeted assistance program shall: (20 USC 6315)

1. Use program resources to help participating students meet state academic achievement standards expected for all students
2. Ensure that program planning is incorporated into existing school planning
3. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the core academic program, give primary consideration to providing extended learning time, help provide an accelerated, high-quality curriculum, and minimize removing students from the regular classroom during regular school hours for instruction provided by Title I
4. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs
5. Provide instruction by highly qualified teachers
6. Provide opportunities for professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians who work with participating students
7. Provide strategies to increase parent involvement
8. Coordinate and integrate federal, state, and local services and programs

## Participation of Private School Students

The Superintendent or designee shall provide or contract to provide special educational services or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis with participating public school students. (20 USC 6320, 7881)

Teachers, other educational personnel, and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent involvement activities and professional development pursuant to 20 USC 6318 and 6319. (20 USC 6320, 7881)

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school is located within the district or whether or not those officials have previously indicated any interest

in program participation. The Superintendent or designee shall consult, in a meaningful and timely manner, with appropriate private school officials during the design and development of the district's Title I programs. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include a discussion of: (20 USC 6320, 7881; 34 CFR 200.63)

1. How the needs of private school students will be identified
2. What services will be offered
3. How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services
5. The size and scope of the equitable services to be provided to private school students and the proportion of funds that is allocated for such services
6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of service to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320) The Superintendent or designee shall maintain, and shall provide to the California Department of Education upon request, a written affirmation signed by officials of each participating private school that consultation has occurred. (20 USC 6320) If the private school officials do not provide such affirmation within a reasonable period of time, the Superintendent or designee shall maintain records of the consultation or the offer of consultation. (cf. 3580 - District Records)

The Superintendent or designee also shall maintain records documenting that:

1. The needs of private school teachers and/or private school students were identified.
2. The funds made available were equitable to those allocated for public school students and teachers.
3. The district's program met the needs of the private school teachers and/or private school students.
4. The district made efforts to resolve any complaints made by private school representatives.

(11/02 8/06) 5/16

Policy Adopted:

**6173**

**Instruction**

BP 6173

**EDUCATION FOR HOMELESS CHILDREN**

The Governing Board recognizes its obligation to ensure that homeless children have access to the same free and appropriate public education provided to other children within the district. The district shall provide homeless students with access to education and other services necessary for these students to meet the same challenging performance standards as other students. Students shall not be segregated into a separate school or program based on their status as homeless, nor shall homeless students be stigmatized in any way.

**Placement**

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

**Resolution of Disputes**

Resolution of disputes in regards to placement shall be conducted in accordance with the accompanying Administrative Regulation 6129.

**Transportation**

The district shall provide transportation for a homeless student to and from a district school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries but continues to attend this district's school of origin, the Superintendent or designee shall consult with the Superintendent/designee of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

*Legal Reference*

EDUCATION CODE

*1980-1986 County community schools*

*2558.2 Use of revenue limits to determine average daily attendance of homeless children*

*39807.5 Payment of transportation costs by parents*

UNITED STATES CODE, TITLE 42

11431 – 11435 McKinney – Vento Homeless Assistance Act

*Management Resources:*

**Policy**

**adopted: October 16, 2003**

**SAN YSIDRO SCHOOL DISTRICT**

**San Ysidro, California 13.7**

**Page 23 of 99**

**Instruction**

BP 6173

**EDUCATION FOR HOMELESS CHILDREN**

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.

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

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

**Transportation**

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

*(cf. 3250 - Transportation Fees)*

*(cf. 3541 - Transportation Routes and Services)*

*Legal Reference:*

EDUCATION CODE

1980-1986 County community schools

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

*Management Resources:*

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2004

WEB SITES

California Department of Education, Homeless Children and Youth Education:

<http://www.cde.ca.gov/sp/hs/cy>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

Policy  
adopted:

**SAN YSIDRO SCHOOL DISTRICT**

San Ysidro, California

13.7

**Page 24 of 99**

**Instruction**

AR 6173 (a)

**EDUCATION FOR HOMELESS CHILDREN**

**Definitions**

*Homeless* means students who lack of a fixed, regular and adequate nighttime residence and includes: (42 USC 11435)

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are waiting foster care placement.
2. Children and youths who have primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodations for human beings.
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
4. Migratory children who qualify as homeless because the children are living in conditions described in (a)-(c) above.

*School of origin* means the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 USC 11432)

*Best interest* means, to the extent feasible, continuing a student's enrollment in the school of origin for the duration of his/her homelessness, except when doing so is contrary to the wishes or his/her parent guardian. (42 USC 11432)

**District Liaison**

The Superintendent or designee designates the following staff person as the district liaison for homeless students (42 USC 11432):

Title: Director, Special Education & Pupil Personnel Services

Address: 4350 Otay Mesa Road, San Ysidro, CA 92173

Phone Number: (619) 428-4476 Ext. 2335

**EDUCATION FOR HOMELESS CHILDREN**

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the principal or designee shall refer the parent/guardian to the District homeless student liaison. The liaison shall assist the parent/guardian in obtaining the necessary immunization or records for the student. (42 USC 11432)

**Enrollment Disputes**

If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted, pending resolution of the dispute, to the school in which enrollment sought. (42 USC 11432)

The parent/guardian shall be provided with a written explanation of the placement decision, including an explanation of the parent's/guardian's right to appeal the decision. He/she shall also be referred to the district liaison. (42 USC 11432)

The district liaison shall carry out the dispute resolution process provided by the state as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)

**Regulation**  
**Approved: May 10, 2001**  
**Revised: October 16, 2003**

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

**Instruction**

AR 6173(a)

**EDUCATION FOR HOMELESS CHILDREN**

**Definitions**

*Homeless* means students who lack a fixed, regular, and adequate nighttime residence and includes: (42 USC 11434a)

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement

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

2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because the children are living in conditions described in (1)-(3) above

*School of origin* means the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 USC 11432)

*Best interest* means, to the extent feasible, continuing a student's enrollment in the school of origin for the duration of his/her homelessness, except when doing so is contrary to the wishes of his/her parent/guardian. (42 USC 11432)

*Unaccompanied youth* means a youth not in the physical custody of a parent or guardian. (42 USC 11434(a))

**District Liaison**

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

Student and Family Services Manager  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
(619) 428-4476

**EDUCATION FOR HOMELESS CHILDREN** (continued)

The district's liaison for homeless students shall ensure that: (42 USC 11432)

1. Homeless students are identified by school personnel and through coordinated activities with other entities and agencies

*(cf. 1400 - Relations between Other Governmental Agencies and the Schools)*

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

*(cf. 5141.6 - School Health Services)*

2. Homeless students enroll in, and have a full and equal opportunity to succeed in, district schools
3. Homeless families and students receive educational services for which they are eligible
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children
5. Notice of the educational rights of homeless children is disseminated at places where children receive services, such as schools, shelters, and soup kitchens
6. Enrollment disputes are mediated in accordance with law, Board policy, and administrative regulation
7. Parents/guardians are fully informed of all transportation services

*(cf. 3250 - Transportation Fees)*

*(cf. 3541 - Transportation Routes and Services)*

**Enrollment**

Placement decisions for homeless students shall be based on the student's best interest. In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise. (42 USC 11432)

When making a placement decision, the Superintendent or designee may consider the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

**EDUCATION FOR HOMELESS CHILDREN** (continued)

The student may continue attending his/her school of origin for the duration of the homelessness and until the end of any academic year in which he/she moves into permanent housing. (42 USC 11432)

In the case of an unaccompanied youth, the district's homeless liaison shall assist in placement or enrollment decisions, consider the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian, the Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. (42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice, even if the parent/guardian is unable to provide the school with the records normally required for enrollment. (42 USC 11432)

*(cf. 5111.11 - District Residency)*

*(cf. 5125 - Student Records)*

*(cf. 5141.31 - Immunizations)*

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the principal or designee shall refer the parent/guardian to the district's liaison for homeless students. The liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 USC 11432)

**Enrollment Dispute Resolution Process**

If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute. (42 USC 11432)

The parent/guardian shall be provided with a written explanation of the placement decision, including an explanation of the parent/guardian's right to appeal the decision. He/she shall also be referred to the district liaison. (42 USC 11432)

The written explanation shall be complete, as brief as possible, simply stated and provided in language that the parent/guardian or student can understand. The explanation may include contact information for the district liaison, a description of the district's decision, notice of the right to enroll in the school of choice pending resolution of the dispute, notice that

**EDUCATION FOR HOMELESS CHILDREN** (continued)

Enrollment includes full participation in all school activities, and notice of the right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education.

The district liaison shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)

The liaison shall provide the parent/guardian a copy of the district's decision, dispute form, and a copy of the outcome of the dispute.

If a parent/guardian disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian wishes to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Regulation  
approved:

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

**13.7**

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**EDUCATION FOR HOMELESS CHILDREN**

**DISTRICT EXPLANATION OF ENROLLMENT DECISION**

*Instructions: The following form is to be used when the district has denied a parent/guardian's enrollment request.*

Date: \_\_\_\_\_ Name of person completing form: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone number: \_\_\_\_\_

In accordance with federal law (42 USC 11432), this notification is being provided to:

Name of parent/guardian: \_\_\_\_\_

Name of student(s): \_\_\_\_\_

Name of school requested: \_\_\_\_\_

District's placement decision (name of school): \_\_\_\_\_

After reviewing your request to enroll your child in the school listed above, your enrollment request has been denied. This determination was based upon:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You have the right to appeal this decision to the district Superintendent. If you are not satisfied with the Superintendent's decision, you may appeal to the \_\_\_\_\_ (county name) \_\_\_\_\_ County Office of Education. If you are not satisfied with the county office's decision, you may then appeal to the California Department of Education. The district's homeless liaison can assist you with this appeal.

Name of District's homeless liaison: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of County Office of Education homeless liaison: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

You also have the following rights:

- Pending resolution of this dispute, your child has the right to immediately enroll in the school you requested and to participate in school activities at that school.
- You may provide written or verbal documentation to support your position. You may use the district's dispute resolution form. A copy of the dispute resolution form can be obtained from the district's liaison for homeless students.

**EDUCATION FOR HOMELESS CHILDREN** (continued)

- You may seek the assistance of advocates or attorneys to help you with this appeal.

Exhibit  
version:

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

EDUCATION FOR HOMELESS CHILDREN

ENROLLMENT DISPUTE FORM

Instructions: This form is to be completed by a parent/guardian or student when a dispute regarding enrollment has arisen. As an alternative to completing this form, the information on this form may be shared verbally with the district's liaison for homeless students.

Date submitted: \_\_\_\_\_
Name of person completing form: \_\_\_\_\_
Student's name: \_\_\_\_\_
Relation to student: \_\_\_\_\_

I may be contacted at the following:
Address: \_\_\_\_\_
Phone number: \_\_\_\_\_

Name of school requested: \_\_\_\_\_

I wish to appeal the enrollment decision made by:
[ ] District liaison [ ] Superintendent [ ] County liaison

Reason for the appeal: You may include an explanation to support your appeal in this space or provide your explanation verbally.
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

I have been provided with:
[ ] A written explanation of the district's decision
[ ] Contact information for the district's homeless liaison
[ ] Contact information for the county office of education's homeless liaison

**6174**

**Instruction**

BP 6174(a)

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS**

The Governing Board intends to provide English language learners with a challenging core curriculum and instruction that develop proficiency in English as rapidly and effectively as possible in order to assist students in becoming productive members of our society.

The district's program shall be based on sound instructional theory and shall be adequately supported so that English language learners can achieve results at the same academic level as their English-proficient peers.

To ensure that the district is using sound methods that effectively serve the needs of English language learners, the Superintendent or designee shall annually examine program results, including reports of the students' academic achievement and their progress towards proficiency in English. The Superintendent shall ensure that schools compile data on programs for English language learners in order to help determine program effectiveness.

*(cf. 4112.22/4212.22 - Staff Teaching Students of Limited-English Proficiency)*  
*(cf. 6190 - Evaluation of the Instructional Program)*

The Board encourages staff to exchange information with other districts and the county office of education about programs, options and strategies for English language learners that succeed under various demographic conditions.

The Superintendent or designee shall maintain procedures which provide for the identification, assessment and placement of English language learners and for their redesignation based on criteria adopted by the Board and specified in administrative regulations.

Students who are English language learners shall be educated through sheltered English immersion during a temporary transition period not normally intended to exceed one year. Nearly all of the classroom instruction in the district's sheltered English immersion program shall be in English. (Education Code 305, 306)

**OPTION 1:** In the structured English immersion program, classroom instruction shall be in English. However, clarification, explanation and support, as needed, may be in a student's primary language.

An English language learner shall be transferred from a structured English immersion classroom to an English language mainstream classroom when the student has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education or any locally developed assessments. (Education Code 305; 5 CCR 11301)

## EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

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

- CELDT Listening and Speaking Early Advanced or Advanced;
- Conversion score of 3 or above on the District Writing Assessment;
- 70% or better in the Transitional Reading Program or above 31 NP in the Reading Normed Referenced Test.

*(cf. 6011 - Academic Standards)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6171 - Title I Programs)*

### Parental Exception Waivers

Upon the request of his/her parent/guardian, a student shall be placed in an English language mainstream classroom. (5 CCR 11301)

Parent/guardian requests for waivers from Education Code 305 shall be granted in accordance with law and administrative regulation.

The principal shall consider all waiver requests made pursuant to Education Code 311(c) for students with special needs and shall submit a rationale of the decision regarding the waiver to the Superintendent. When determining whether or not to recommend the approval of the waiver request, the principal shall assume that the facts justifying the request attested by the parent/guardian are a true representation of the child's condition. All such waiver requests shall be granted unless: (1) the principal and educational staff determine that the alternative program requested by the parent/guardian would not be better suited for the overall educational development of the student, or (2) the program requested by the parent/guardian is not offered at the school.

When evaluating a waiver request pursuant to Education Code 311(a) for students who already know English and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures shall be used.

These equivalent measures may include local assessments, local standards and teacher evaluations.

If the waiver requested by the parent/guardian is granted, and less than 20 students at the same school receive a waiver, the student shall be allowed to transfer to another public school in which such a class is offered. (Education Code 310)

Students wishing to transfer shall be subject to the district's intradistrict and interdistrict attendance policies and administrative regulations. Students wishing to transfer to another district shall also be subject to the receiving district's interdistrict attendance policies and administrative regulations.

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS** (continued)

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5117.1 - Interdistrict Attendance Agreements)*

*(cf. 5117.2 - Alternative Interdistrict Attendance Program)*

Note: The following appeal process is **optional**.

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

Note: Pursuant to 5 CCR 11304, any parent/guardian who applies for a waiver may request that the SBE review the district's guidelines or procedures. The SBE shall review the guidelines only to make a determination as to whether the guidelines comply with 5 CCR 11303. In addition, the SBE may also request that the Board submit the guidelines for review.

*Legal Reference: (see next page)*

## EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

### Legal Reference:

#### EDUCATION CODE

300-340 English language education for immigrant children  
33308.5 CDE guidelines not binding  
44253.5-44253.10 Certification for bilingual-cross-cultural competence  
48985 Notices to parents in language other than English  
52015 Components of school improvement plan  
52130-52135 Impacted languages act of 1984  
52160-52178 Bilingual Bicultural Act especially:  
52164.6 Reclassification criteria  
52169 Requirements for establishment of program  
52171 Evaluations of student progress  
52171.6 Annual report to legislature  
52177 Administration of article  
52180-52186 Bilingual teacher training assistance program  
54000-54041 Programs for disadvantaged children  
62001-62005.5 Evaluation and sunseting of programs

#### CODE OF REGULATIONS, TITLE 5

4301-4320 Bilingual education program requirements  
11300-11305 English language education for immigrant children

#### UNITED STATES CODE, TITLE 20

1701-1705 Equal Educational Opportunities Act

#### COURT DECISIONS

*Valeria G. v. Wilson*, C-98-2252-CAL (July, 1998)  
*Teresa P. et al v. Berkeley Unified School District et al*, (1989) 724 F.Supp. 698  
*Casteneda v. Pickard*, (5th Cir. 1981) 648 F.2d 989

### Management Resources:

#### CDE PROGRAM ADVISORIES

0408.98 Policy for English Language Learners  
0125.90 Procedures for requesting guidance from the US Department of Education  
0515.89 Limited English Proficient Programs

#### CSBA ADVISORIES

0812.98 Proposition 227 Advisory

#### WEB SITES

CDE: <http://www.cde.ca.gov>

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

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

PARENTAL EXCEPTION WAIVER (page 1)
EDUCATION CODE 311(a): Children who know English

DISTRITO ESCOLAR DE SAN YSIDRO
PROGRAMAS QUE SE OFRECEN PARA ESTUDIANTES DE INGLES
Nombre del Estudiante: Grado:
Escuela: Distrito: SAN YSIDRO SCHOOL DISTRICT
Se me ha proporcionado y he discutido con el profesorado de la escuela una descripción completa, por escrito, sobre los materiales y los tres programas educacionales para estudiantes de inglés. Solicito el siguiente programa educativo para mi hijo(a):
1 Programa Alternativo/Bilingüe (Firme la solicitud de renuncia adjunto)\*
\*RENUNCIA DE LOS PADRES ANUAL - PROGRAMA ALTERNATIVO BILINGÜE
Con la presente solicito una renuncia, para que de esta manera mi hijo recibe instrucción en su idioma natal mediante las opciones que proporciona el programa bilingüe. Es de mi conocimiento que se usarán los materiales pedagógicos tanto en Inglés como en Español, que la instrucción será en los dos idiomas, y que el objetivo es que mi hijo sea experto en el idioma Inglés. Las necesidades especiales de mi hijo(a) que beneficiaran del siguiente programa educativo son:
Educacionales Físicas Emocionales/Psicológicas
Firma del Padre: Fecha:

SAN YSIDRO SCHOOL DISTRICT- ENGLISH LEARNER PROGRAM OPTIONS
Student's Full Name: Grade:
School: District: SAN YSIDRO SCHOOL DISTRICT
A full written description of the English Learner instructional materials and the three program options have been provided and discussed with me at the school site by school personnel. I request the following educational program for my child:
1 Alternative/Bilingual Program (Please sign waiver request below)\*
\*ANNUAL PARENT WAIVER REQUEST FOR ALTERNATIVE/BILINGUAL
I request a waiver which will allow my child to be instructed in his/her primary language through the bilingual program options. I understand that both Spanish and English instructional materials will be used, that instruction will occur in both languages, and that the objective for my child is English fluency. My child has the following special need for which the alternative bilingual program would be beneficial:
Educational Physical Emotional/Psychological
Parent Signature: Date:
2 Structured English Immersion
3 Mainstream English
Parent Signature: Date:

FOR OFFICE USE ONLY
A full written description of program options has been provided and explained to the parent(s). Due to this child's special need, I believe that an alternative course of educational study would be better suited to this child's overall educational development.
Site Administrator Date Other Educational Staff Date

(1) Original: Cum Folder

(2) Copy: Parent/Guardian

(3) Copy: School File

REVISED: May 2000

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

PARENTAL EXCEPTION WAIVER (page 2)  
 EDUCATION CODE 311(a): Children who know English

| SAN YSIDRO SCHOOL DISTRICT PROGRAM OFFERINGS<br>FOR ENGLISH LANGUAGE LEARNERS  |   |
|--|---|
| <p><b>ALTERNATIVE - BILINGUAL PROGRAM - K-6 (annual parent waiver necessary)</b></p> <p>Spanish: Language Arts/Math/History-Social Science/Science<br/>                     English: English Language Development/Art/Music/ P.E.<br/>                     Common classroom commands</p> <p>Materials: District adopted Language Development textbooks and other program materials<br/>                     District adopted Spanish language textbooks and materials</p> <p>Program 7th/8th Grades - See Structured English Immersion</p> <p>Materials: District adopted Language Development textbooks and other program materials<br/>                     District adopted English textbooks and materials</p> <p>Criteria Exit: Meet transition Criteria<br/>                     Parent Request</p>  | <p><b>STRUCTURED ENGLISH IMMERSION PROGRAM (K-8) (no parent waiver needed)</b></p> <p>Definition: "An English language acquisition process for young children in which nearly all classroom instruction is in English but with the curriculum and presentation designed for children who are learning the language."</p> <p>English: English Language Development Reading/Language Arts/Math/*Social Science/*Science/Art/Music/PE - (with bilingual support)</p> <p>Materials: District adopted English Language Development textbooks and other program materials<br/>                     District adopted English textbooks and materials<br/>                     District adopted Spanish language Social Science/ Science textbooks and materials</p> <p>Criteria Exit:<br/>                     4 or 5 on LAS<br/>                     3 on District English Writing Assessment<br/>                     70% or better in Transitional English Reading Program<br/>                     Parent Request</p> <p><small>*Students may begin instruction in Spanish with Spanish materials. As students acquire more proficiency in English and academic skills, a greater portion of the instruction will be done in the SDAIE mode and eventually in English. SDAIE is Specially Designed Academic Instruction in English. All instruction is adapted to meet the needs of the non-native speaker. Bilingual support is provided to students, as needed.</small></p>  |
| <p><b>MAINSTREAM ENGLISH LANGUAGE CLASSROOM (K-8) (no parent waiver needed)</b></p> <p>Definition: "A classroom in which the students either are native English language speakers, or already have acquired reasonable fluency in English."</p> <p>English: Reading/Language Arts/Math/Social Science, Science/Art/ Music/P.E.</p> <p>Materials: District adopted English language textbooks and materials.</p> <p>Criteria Exit: Meet redesignation criteria and are classified as FEP (Fluent English Proficient)</p>  |   |
| PROGRAMAS QUE SE OFRECEN EN EL DISTRITO<br>ESCOLAR DE SAN YSIDRO PARA ESTUDIANTES DE INGLÉS  |   |
| <p><b>PROGRAMA ALTERNATIVO - BILINGÜE - K-6 (se requiere excepción de renuncia del padre)</b></p> <p>Español: Lenguaje/Matemáticas/Historia -Ciencias Sociales/Ciencia<br/>                     Inglés: Desarrollo del Idioma Inglés/Arte/Música/ Ed. Física<br/>                     Instrucciones ordinarias de salón de clase</p> <p>Materials: Materiales del programa Desarrollo del Idioma Inglés adoptados por el Distrito<br/>                     Materiales y libros de texto en Español adoptados por el Distrito</p> <p>Programa para Grados 7 y 8 grados - Lea Programa de Inmersión de Inglés Estructurado</p> <p>Materials: Materiales del programa Desarrollo del Idioma Inglés de San Ysidro<br/>                     Materiales y libros de texto en Inglés adoptados por el Distrito</p> <p>Criterio de salida:<br/>                     Estar al nivel necesario requerido para transición<br/>                     Peticion del padre</p> | <p><b>PROGRAMA DE INMERSIÓN DE INGLÉS ESTRUCTURADO (no se requiere excepción de renuncia del padre)</b></p> <p>Definición: "Un proceso de adquisición del idioma Inglés para niños, en el cual casi toda la instrucción en el salón de clase se hace en Inglés, pero con un currículo y presentación designada para niños que están aprendiendo este idioma."</p> <p>Inglés: Desarrollo del Idioma Inglés<br/>                     Lectura/Lenguaje/ Matemáticas/*Ciencias Sociales/Arte/*Ciencia/Música/ Educación Física (con apoyo bilingüe)</p> <p>Materials: Materiales del programa Desarrollo del Idioma Inglés adoptados por el Distrito<br/>                     Materiales y libros de texto en Inglés adoptados por el Distrito<br/>                     Libros de texto/materiales de Historia-Ciencias Sociales/ Ciencia/Literatura, en Español, adoptados por el Distrito.</p> <p>Criterio de salida:<br/>                     un nivel de 4 o 5 en la prueba LAS<br/>                     un 3 en la prueba de escritura en Inglés<br/>                     70% o mejor en el programa transicional de lectura en inglés<br/>                     Peticion del padre</p> <p><small>*Los estudiantes empiezan con instrucción en Español conforme aumenta su capacidad en el idioma Inglés instrucción académica se hará con el método SDAIE, y eventualmente totalmente en Inglés. SDAIE es un programa de estrategias de enseñanza en Inglés. Toda la instrucción está adaptada para satisfacer las necesidades de un estudiante cuyo idioma natal no es el Inglés. Se proporciona apoyo bilingüe a los estudiantes, conforme es necesario.</small></p> |
| <p><b>SALON DE CLASE CON INSTRUCCION EN INGLÉS</b></p> <p>Definición: "Un salón de clase en el cual el idioma natal de los estudiantes es el Inglés, o ya han adquirido proficiencia razonable en Inglés."</p> <p>Inglés: Lectura/Lenguaje/Matemáticas/Ciencias Sociales/ Ciencia/Arte/Música/ Educación Física.</p> <p>Materials: Materiales y libros de texto en Inglés adoptados por el Distrito.</p> <p>Criterio de salida:<br/>                     Estar al nivel necesario para redesignación y ser clasificado FEP (Alumno con dominio completo del inglés)</p>  |   |

**Instruction**

BP 6174(a)

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS**

The Governing Board intends to provide English learners with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible while facilitating student achievement in the district's regular course of study.

The district shall identify in its local control and accountability plan (LCAP) specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)  
(cf. 3100 - Budget)

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

(cf. 6011 - Academic Standards)  
(cf. 6141 - Curriculum Development and Evaluation)  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)  
(cf. 6161.11 - Supplementary Instructional Materials)  
(cf. 6171 - Title I Programs)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Language Learners)

The Superintendent or designee shall provide to teachers, administrators, and other school staff research-based professional development that is designed to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. (20 USC 6825)

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

The Superintendent or designee shall encourage parent/guardian and community involvement in the development, implementation, and evaluation of English language development programs. In addition, to support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

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

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

### **Identification and Assessment**

The Superintendent or designee shall maintain procedures which provide for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with allowable testing variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853.5, 853.7)

(cf. 6152.51 - State Academic Achievement Tests)

### **Placement of English Learners**

Students who are English learners shall be educated through "structured English immersion" (also known as "sheltered English immersion"), as defined in law and the accompanying administrative regulation, for a temporary transition period not normally intended to exceed one year. Nearly all of the classroom instruction in the district's structured English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305-306)

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

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

(cf. 6162.5 - Student Assessment)

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

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

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

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

### **Parental Exception Waivers**

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

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

A waiver request shall be granted in accordance with law unless the principal and educational staff have determined that an alternative program would not be better suited to the student's overall educational development. (5 CCR 11309)

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

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

### **Program Evaluation**

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. Progress toward any other goals for English learners identified in the district's LCAP
6. A comparison of current data with data from at least the previous year.

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

*Legal Reference: (see next page)*

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

## Legal Reference:

EDUCATION CODE

|                   |   |
|-------------------|---|
| 300-340           | English language education  |
| 430-446           | English Learner and Immigrant Pupil Federal Conformity Act            |
| 33050             | State Board of Education waiver authority                             |
| 42238.02-42238.03 | Local control funding formula   |
| 44253.1-44253.11  | Qualifications for teaching English learners                          |
| 48985             | Notices to parents in language other than English                     |
| 52052             | Academic Performance Index: numerically significant student subgroups |
| 52060-52077       | Local control and accountability plan                                 |
| 52130-52135       | Impacted Languages Act of 1984  |
| 52160-52178       | Bilingual Bicultural Act  |
| 60200.7           | Suspension of state instructional materials adoptions                 |
| 60605.87          | Supplemental instructional materials, English language development    |
| 60640             | California Assessment of Student Performance and Progress             |
| 60810-60812       | Assessment of language development                                    |
| 62005.5           | Continuation of advisory committee after program sunsets              |

CODE OF REGULATIONS, TITLE 5

|             |   |
|-------------|---|
| 853.5-853.7 | Test administration; universal tools, designated supports, and accommodations |
| 11300-11316 | English learner education   |
| 11510-11517 | California English Language Development Test                                  |

UNITED STATES CODE, TITLE 20

|           |   |
|-----------|---|
| 1701-1705 | Equal Educational Opportunities Act   |
| 6312      | Local education agency plans  |
| 6801-6871 | Title III, Language instruction for limited English proficient and immigrant students |
| 7012      | Parental notification   |

COURT DECISIONS

Valeria G. v. Wilson, (2002) 307 F.3d 1036  
 California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141  
 McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196  
 Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 40 (2000)

## Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014  
 California English Language Development Test (CELDT): 2013-14 CELDT Information Guide, 2013  
 English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014  
 English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012  
 Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE

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

WEB SITES

California Department of Education: <http://www.cde.ca.gov/sp/el>  
 U.S. Department of Education: <http://www.ed.gov>

Policy Adopted:

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

PARENTAL EXCEPTION WAIVER (page 1)
EDUCATION CODE 311(a): Children who know English

DISTRITO ESCOLAR DE SAN YSIDRO
PROGRAMAS QUE SE OFRECEN PARA ESTUDIANTES DE INGLES
Nombre del Estudiante: Grado:
Escuela: Distrito: SAN YSIDRO SCHOOL DISTRICT
Se me ha proporcionado y he discutido con el profesorado de la escuela una descripción completa, por escrito, sobre los materiales y los tres programas educacionales para estudiantes de inglés. Solicito el siguiente programa educativo para mi hijo(a):
1 Programa Alternativo/Bilingüe (Firme la solicitud de renuncia adjunto)\*
\*RENUNCIA DE LOS PADRES ANUAL - PROGRAMA ALTERNATIVO BILINGÜE
Con la presente solicito una renuncia, para que de esta manera mi hijo recibe instrucción en su idioma natal mediante las opciones que proporciona el programa bilingüe. Es de mi conocimiento que se usarán los materiales pedagógicos tanto en Inglés como en Español, que la instrucción será en los dos idiomas, y que el objetivo es que mi hijo sea experto en el idioma Inglés. Las necesidades especiales de mi hijo(a) que beneficiaran del siguiente programa educativo son:
Educacionales Físicas Emocionales/Psicológicas
Firma del Padre: Fecha:

SAN YSIDRO SCHOOL DISTRICT- ENGLISH LEARNER PROGRAM OPTIONS
Student's Full Name: Grade:
School: Distrito: SAN YSIDRO SCHOOL DISTRICT
A full written description of the English Learner instructional materials and the three program options have been provided and discussed with me at the school site by school personnel. I request the following educational program for my child:
1 Alternative/Bilingual Program (Please sign waiver request below)\*
\*ANNUAL PARENT WAIVER REQUEST FOR ALTERNATIVE/BILINGUAL
I request a waiver which will allow my child to be instructed in his/her primary language through the bilingual program options. I understand that both Spanish and English instructional materials will be used, that instruction will occur in both languages, and that the objective for my child is English fluency. My child has the following special need for which the alternative bilingual program would be beneficial:
Educational Physical Emotional/Psychological
Parent Signature: Date:
2 Structured English Immersion
3 Mainstream English
Parent Signature: Date:

FOR OFFICE USE ONLY
A full written description of program options has been provided and explained to the parent(s). Due to this child's special need, I believe that an alternative course of educational study would be better suited to this child's overall educational development.
Site Administrator Date Other Educational Staff Date

(1) Original: Cum Folder

(2) Copy: Parent/Guardian

(3) Copy: School File

REVISED: May 2000

**Instruction**

AR 6174(a)

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS**

Except as provided in Education Code 310 and 311, all students shall be taught in English. In particular, this shall require that all students be placed in English language classrooms. Students who are English language learners shall be educated through sheltered English immersion during a temporary transition period not normally intended to exceed one year. (Education Code 305)

**Definitions**

The definitions of the terms used in Education Code 300-340 are as follows: (Education Code 306)

"English learner" means a child who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English, also known as Limited English Proficiency or LEP child.

"English language classroom" means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language.

1. "English language mainstream classroom" means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English.
2. "Sheltered English immersion" or "structured English immersion" means an English language acquisition process for young children in which nearly all classroom instruction is in English but with the curriculum and presentation designed for children who are learning the language.

"Bilingual education/native language instruction" means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the child's native language.

**Identification and Assessment**

Upon enrollment, each student's primary language shall be determined. Within 30 days of their initial enrollment, students who are identified as having a primary language other than English shall be assessed for English proficiency in comprehension, speaking, reading and writing. Within 90 days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary language proficiency in comprehension, speaking, reading and writing. The Superintendent or designee shall develop criteria for determining student needs on the basis of these assessments. (Education Code 52164.13.7 62002; 5 CCR 4304)

Students in grades K-2 may be assessed only in comprehension and speaking.

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS** (continued)

The Superintendent or designee shall send a notification of the results of English proficiency assessments to all parents/guardians of students who are assessed, whether the student is designated fluent English proficient or limited English proficient. (Education Code 48985)

Parent/guardians also shall be notified of the results of any reassessments. (Education Code 52164.3)

*(cf. 5145.6 - Parental Notifications)*

Before students are enrolled in a program for English language learners, parents/guardians shall receive information about the program and their opportunities for parental involvement. This information shall include the fact that an individual student's participation in the program is voluntary on the part of the parent/guardian. (Education Code 52173)

**Parental Exception Waivers**

A parent/guardian may request that the district waive the requirements of Education Code 305 if the one of the following circumstances exists: (Education Code 310, 311):

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

At the beginning of each school year, parents/guardians shall be informed of the placement of their children in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11303)

The parent/guardian shall personally visit the school to apply for the waiver. (Education Code 310)

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS** (continued)

Upon request for an application for a "Parental Exception Waiver," the principal shall provide to the parents/guardians a full written description of: (Education Code 310, 311; 5 CCR 11303)

1. The intent and content of the structured English immersion program
2. Any alternative courses of study offered by the district and available to the student
3. All educational opportunities offered by the district and available to the student
4. The educational materials to be used in the different educational program choices

Upon request of the parent/guardian, a spoken explanation of items #1-4 above shall also be provided. (5 CCR 11303)

For a request for waiver pursuant to Education Code 311(c) (Students with Special Needs), parents/guardians shall also be informed that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the Superintendent must approve the waiver pursuant to these Board-established guidelines. (5 CCR 11303)

Parental exception waivers pursuant to Education Code 311(b) (Students 10 Years or Older) shall be granted if it is the "informed belief" of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)

Parental exception waivers pursuant to Education Code 311(c)(Students with Special Needs) shall be granted if it is the "informed belief" of the principal and educational staff that, due to the student's special physical, emotional, psychological or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (5 CCR 11303)

Parental exception waivers shall be granted unless the principal and educational staff have determined that an alternative program offered at the school would not be better suited for the overall educational development of the student. (5 CCR 11303)

The school shall act upon all parental exception waivers within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to Education Code 311(c)(Students with Special Needs) shall not be acted upon during the 30-day placement in an English language classroom. These waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 13.7 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11303)

## EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

In cases where a parental exception waiver is denied, the parent/ guardian shall be informed in writing of the reason for the denial and, if relevant, any procedures that exist to appeal the decision to the Board. (5 CCR 11303)

### Redesignation

The district shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers until the English language learners have: (5 CCR 11302)

1. Demonstrated English language proficiency comparable to that of the district's average native English language speakers
2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English language learners shall be redesignated as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English. This proficiency shall be assessed by means of the following criteria: (Education Code 52164.6)

1. Teacher evaluation of the student's English language proficiency and curriculum mastery
2. Objective assessment of the student's English comprehension, speaking proficiency and writing skills
3. Parental opinion during a redesignation interview
4. Objective data on the student's academic performance in English

The Superintendent or designee shall provide subsequent monitoring and support of redesignated students.

### Advisory Committees

At the district level when there are more than 50 English language learners and at each school with more than 20 English language learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law. Parents/guardians of English language learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. (Education Code 52176, 62002.5)

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

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

**Instruction**

AR 6174(a)

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS**

Definitions

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

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

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

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

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

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

- **Structured English Immersion (SEI):** Students who score at **less than reasonable fluency** are placed in an SEI program and are taught overwhelmingly in English. Some assistance may be provided in the primary language. Students are taught ELD and other core subjects by authorized teachers using district-adopted textbooks and supplementary materials. Instruction is based on ELD and grade-level content standards.
- **English Language Mainstream (ELM):** Students who score at **reasonable fluency** in English are placed in an ELM program. They are taught ELD and other core subjects by authorized teachers using district-adopted textbooks and supplementary materials. Instruction is based on ELD and grade-level content standards. Students receive any additional instruction needed for them to be reclassified as fluent English proficient.

**Alternative Program (ALT):** Students with an approved “Parental Exception Waiver” are taught core subjects in their primary language. They receive instruction in ELD in English. Teachers must receive special training to work in such a program. They use district-adopted textbooks and supplementary instructional materials. Instruction is based on ELD and

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

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

### **Identification and Assessments**

Upon enrollment in the district, each student's primary language shall be determined through use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.7. Variations and accommodations in test administration may be provided pursuant to 5 CCR 11516-11516.7. Any student with a disability shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. If he/she is unable to participate in the assessment or a portion of the assessment with such accommodations, he/she shall be administered an alternate assessment for English language proficiency as set forth in his/her IEP. (5 CCR 11516-11516.7)

(cf. 6152.51 - State Academic Achievement Tests)

(cf. 6159 - Individualized Education Program)

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

### **Parental Notifications**

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

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

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

(cf. 5145.6 - Parental Notifications)

2. Placement Notification: At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)
3. Title III Notifications: Each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 7012)
  - a. The reason for the student's classification as an English learner
  - b. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
  - c. A description of the program for English language development instruction, including a description of all of the following:
    - (1) The manner in which the program will meet the educational strengths and needs of the student
    - (2) The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards
    - (3) The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
    - (4) Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
  - d. Information regarding a parent/guardian's option to decline to allow the student to be enrolled in the program or to choose to allow the student to be enrolled in an alternative program
  - e. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

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

**Parental Exception Waivers**

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

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

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

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (Education Code 311; 5 CCR 11309)

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

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

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

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

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

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

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

court. (5 CCR 11309)

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

### **Reclassification/Redesignation**

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

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

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

### **Advisory Committee**

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures
7. Review of and comment on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**

### **LCAP Advisory Committee**

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

Regulation Adopted:

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

**13.7**  
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**6175**

**Instruction**

BP 6175(a)

**MIGRANT EDUCATION PROGRAM**

The Governing Board recognizes that the children of migratory workers move frequently and may attend school irregularly. For this reason, communication between staff and the parents/guardians of these children is especially important. The Board encourages parents/guardians and staff to make every effort to support and assist each other so as to ensure that migrant children maintain sufficient progress.

The district shall make use of available funds to provide supplementary services for migrant students. These services shall be coordinated with other existing district resources such as health screening, compensatory education programs, and programs for English language learners.

*(cf. 5141.6 - Student Health and Social Services)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 6174 - Education for English Language Learners)*

The Superintendent or designee shall plan for late enrollments of migrant students and shall ensure that all migrant students are correctly identified and placed. Insofar as possible, he/she shall acquire records from students' previous school districts and shall consult these records when identifying the students' comprehensive needs and preparing their individual learning plans. Teachers are encouraged to consult with these students' past teachers as part of their effort to provide continuity in education.

The Superintendent or designee shall ensure that migrant students' records are updated in a timely manner. When students transfer to another district, their records shall be provided to that district in order to assist the district in identifying students' educational and other needs.

*(cf. 5125 - Student Records)*

The Superintendent or designee shall provide supplementary staff development activities which improve skills that meet the needs of migrant students.

*(cf. 4131 - Staff Development)*

The Superintendent or designee shall convene a district parent/guardian advisory council to actively involve parents/guardians in planning, operating and evaluating the migrant children program. Advisory council members shall receive training to help them to carry out their responsibilities. (Education Code 54444.2)

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 1312.3 - Uniform Complaint Procedures)*

**MIGRANT EDUCATION PROGRAM** (continued)

*Legal Reference:*

EDUCATION CODE

54440-54445 *Migrant children*

UNITED STATES CODE, TITLE 20

6391-6399 *Education of migratory children*

CODE OF FEDERAL REGULATIONS, TITLE 34

200.40-200.45 *Migrant education program*

**Instruction**

**MIGRANT EDUCATION PROGRAM**

The Governing Board desires to provide a comprehensive program for migrant students that attempts to mitigate the impact of educational disruption, cultural and language barriers, social isolation, health-related problems, and other factors that may inhibit the ability of migrant students to succeed in school. The district shall make use of available funds to provide supplementary services for migrant students.

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

The Superintendent or designee shall convene a parent advisory council to actively involve parents/guardians in planning, operating, and evaluating the district's migrant education program. (Education Code 54444.2)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall cooperate with the regional migrant service center in outreach and identification of eligible migrant students and in the provision of migrant education services. He/she shall also coordinate migrant education services with other programs within the district and with other public agencies that serve migrant workers and their families.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5141.6 - School Health Services)

(cf. 5147 - Dropout Prevention)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

The Superintendent or designee shall plan for late enrollments of migrant students. He/she shall ensure that each migrant student is placed at the appropriate grade level and is provided services in accordance with his/her individual needs assessment and learning plan.

The Board shall monitor the results of statewide assessments of core academic subjects and English language development, as appropriate, for students enrolled in the district's migrant education services. In addition, the Superintendent or designee shall periodically report to the Board regarding the alignment of district services with the needs of students as identified in student needs assessments conducted pursuant to Education Code 54443.1. As necessary, the Board shall seek technical assistance from the migrant education regional service center and/or make changes in the services provided by the district in order to improve student achievement.

(cf. 0500 - Accountability)  
(cf. 6162.51 - State Academic Achievement Tests)  
(cf. 6162.52 - High School Exit Examination)

Legal Reference:

EDUCATION CODE

54440-54445 Migrant education program

CODE OF REGULATIONS, TITLE 5

3080 Application of uniform complaint procedures

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

6311 Title I state plan

6381-6381k Even Start family literacy program

6391-6399 Migrant education program

7881 Services for private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.81-200.89 Migrant education program

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Identification and Recruitment Manual: Policies and Procedures for Migrant Education

Recruiters in the State of California, 2008

California Migrant Education Program: Comprehensive Needs Assessment, Initial Report of Findings, 2007

U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE

Title I, Part C Education of Migratory Children, October 2003

WEB SITES

California Department of Education, Migrant Education Office: <http://www.cde.ca.gov/sp/me>

U.S. Department of Education, Office of Migrant Education:

<http://www.ed.gov/about/offices/list/oese/ome>

West Ed, Migrant Student Information Network: <http://www.wested.org/cs/we/view/pj/61>

(2/96 7/03) 7/09

Policy adopted:

**Instruction**

AR 6175(a)

**MIGRANT EDUCATION PROGRAM**

Students eligible for the district's migrant education program shall be those migrant students who have moved within the past three years. In providing these services, the district shall give first priority to migrant students aged 3 through 21 who are failing, or most at risk of failing, to meet state content and student performance standards, and whose education has been interrupted during the regular school year. (20 USC 6394, 34 CFR 200.40)

A student who ceases to be a migrant student during a school semester shall be eligible for services until the end of the semester. If comparable services are not available through other programs, a student who is no longer migratory may continue to receive services for one additional school year. (20 USC 6394)

The migrant education program shall provide: (Education Code 54443.1)

1. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment.
2. A general needs assessment summarizing the needs of the population to be served.
3. A comprehensive program which meets student needs and supplements the district-provided core curriculum. This program shall provide:
  - a. Academic instruction
  - b. Remedial and compensatory instruction

*(cf. 6171 - Title I Programs)*

- c. Bilingual and multicultural instruction

*(cf. 6141.6 - Multicultural Education)*

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

- d. Vocational instruction

*(cf. 6178 - Vocational Education)*

- e. Counseling and career education services

*(cf. 6164.2 - Guidance/Counseling Services)*

- f. Preschool services (after school-aged services have been provided)

*(cf. 5148 - Child Care and Development)*

**MIGRANT EDUCATION PROGRAM** (continued)

- g. Other educational services that are not otherwise available in sufficient quantity or quality to eligible migrant students
  - h. Instructional materials and equipment necessary for appropriate services
  - i. Other related services needed to enable migrant students to participate effectively in instructional services
4. A brief individual learning plan listing the services to be provided to each student. This plan shall be given to the parent/guardian in writing or at a parent/guardian conference, annually and each time the student moves to a new district.

All parents/guardians of students enrolled in the migrant education program shall be invited to a general meeting and informed, in a language they understand, that they have the sole authority to decide the advisory council's composition. At least two-thirds of the advisory council shall consist of migrant parents/guardians elected by their peers. (Education Code 54444.2)

The parent/guardian advisory council shall meet at least six times during the year and shall: (Education Code 54444.4)

- 1. Establish program goals, objectives and priorities
- 2. Review annual needs and year-end assessment, program activities for each school, and individual learning plans
- 3. Advise on the selection, development and reassignment of program staff
- 4. Participate actively in planning and negotiating program applications and service agreements

## Instruction

### MIGRANT EDUCATION PROGRAM

#### Eligibility

A student age 3 to 21 years shall be eligible for the district's migrant education program if he/she meets the criteria specified in 20 USC 6399 and 34 CFR 200.81 as verified by a migrant education recruiter.

The district shall give first priority for services to migrant students who are failing, or most at risk of failing, to meet state content standards and challenging state performance standards, and whose education has been interrupted during the regular school year. (20 USC 6394)

(cf. 6011 - Academic Standards)

A student who ceases to be a migrant student during a school term shall be eligible for services until the end of the term. If comparable services are not available through other programs, a student who is no longer migratory may continue to receive services for one additional school year. Students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. (20 USC 6394)

The district shall provide services to eligible private school students residing within the district on an equitable basis with participating public school students. (20 USC 7881; 34 CFR 200.87)

#### Student Records

The Superintendent or designee shall maintain records documenting the eligibility of students enrolled in the district's migrant education program.

(cf. 5125 - Student Records)

The Superintendent or designee shall acquire education and health records from migrant students' previous school districts, as appropriate.

When a migrant student transfers to another district, his/her records shall be provided to the receiving district upon request at no cost in order to assist that district in meeting the needs of the student. (20 USC 6398)

#### Program Components

The migrant education program shall provide: (Education Code 54443.1)

1. A general needs assessment summarizing the needs of the population to be served
2. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment
3. A comprehensive program to meet the educational, health, and related needs of participating students which supplements the district program and which provides:
  - a. Instructional services, including academic, remedial and compensatory, bilingual and multicultural, and vocational instruction

(cf. 6174 - Education for English Language Learners)  
(cf. 6177 - Summer School)

(cf. 6178 - Career Technical Education)

b. Counseling and career education services

(cf. 6164.2 - Guidance/Counseling Services)

c. Preschool services in accordance with Education Code 54443

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

d. Other educational services that are not otherwise available in sufficient quantity or quality to eligible migrant students

e. Instructional materials and equipment necessary for appropriate services

f. Other related services needed to enable migrant students to participate effectively in instructional services

g. The coordination and teaming of existing resources serving migrant students, such as bilingual-crosscultural education, health screening, and compensatory education

(cf. 5141.6 - School Health Services)

(cf. 5147 - Dropout Prevention)

(cf. 6171 - Title I Programs)

4. A brief individual learning plan listing the services to be provided to each student, which shall be given to the parent/guardian in writing or at a parent/guardian conference, annually and each time the student moves to a new district

5. Staffing and staff development plans and practices to meet the needs of students and implement the program

(cf. 4131 - Staff Development)

6. Parent/guardian and community involvement as specified in Education Code 54444.2, including, but not necessarily limited to, the establishment of a parent/guardian advisory council

(cf. 6020 - Parent Involvement)

7. Evaluations which include annual student progress and overall program effectiveness and quality control reports

The migrant education program shall provide for the same opportunities for parent involvement that are provided to parents/guardians for federal Title I programs. (20 USC 6394)

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Contingent upon funding, the district shall provide home-based and/or school-based family

literacy services to migratory families to enhance parents/guardians' literacy levels, parenting skills, and English language skills.

#### Parent Advisory Council

The parent advisory council shall be comprised of members who are knowledgeable of the needs of migrant students and shall be elected by the parents/guardians of students enrolled in the district's migrant education program. The composition of the council shall be determined by the parents/guardians at a general meeting to which all parents/guardians of participating students shall be invited. The parents/guardians shall be informed, in a language they understand, that they have the sole authority to decide on the composition of the council. (Education Code 54444.2)

At least two-thirds of the advisory council shall consist of parents/guardians of migrant students. (Education Code 54444.2)

All parent/guardian candidates for the council shall be nominated by parents/guardians. Nonparent candidates, such as teachers, administrators, other school personnel, or students, shall be nominated by the groups they represent. All other community candidates shall be nominated by the parents/guardians. (Education Code 54444.2)

The parent/guardian advisory council shall meet at least six times during the year and shall: (Education Code 54444.4)

1. Establish program goals, objectives, and priorities
2. Review annual needs assessments, program activities for each school, and individual learning plans
3. Advise on the selection, development, and reassignment of migrant education program staff
4. Participate actively in planning and negotiating program applications and service agreements
5. Perform all other responsibilities required under state and federal laws or regulations

The Superintendent or designee shall establish and implement a training program for advisory council members to enable them to carry out their responsibilities. The training program shall be developed in consultation with the council and shall include appropriate training materials in a language understandable to each member. (Education Code 54444.2)

The Superintendent or designee shall provide the council, without charge, a copy of all applicable state and federal migrant education statutes, rules, regulations, guidelines, audits, monitoring reports, and evaluations. Upon request, these materials also shall be provided without charge to each member of the council. (Education Code 54444.2)

(2/96 7/03) 7/09

New

Board Policies (BP) and  
Administrative Regulations (AR)

**6020**

**Instruction**

**PARENT INVOLVEMENT**

District Strategies for Title I Schools

To ensure that parents/guardians of students participating in Title I programs are provided with opportunities to be involved in their children's education, the Superintendent or designee shall:

1. Involve parents/guardians of participating students in the joint development of the Title I local educational agency (LEA) plan pursuant to 20 USC 6312 and the process of school review and improvement pursuant to 20 USC 6316 (20 USC 6318)

(cf. 6171 - Title I Programs)

The Superintendent or designee may:

- a. Establish a district-level committee including parent/guardian representatives from each school site to review and comment on the LEA plan in accordance with the review schedule established by the Governing Board
- b. Invite input on the LEA plan from other district committees and school site councils

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

- c. Communicate with parents/guardians through the district newsletter, web site, or other methods regarding the LEA plan and the opportunity to provide input
  - d. Provide copies of working drafts of the LEA plan to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
  - e. Ensure that there is an opportunity at a public Board meeting for public comment on the LEA plan prior to the Board's approval of the plan or revisions to the plan
  - f. Ensure that school-level policies on parent involvement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans
2. Provide coordination, technical assistance, and other support necessary to assist Title I schools in planning and implementing effective parent involvement activities to improve student academic achievement and school performance (20 USC 6318)

**13.7**

The Superintendent or designee may:

- a. Assign person(s) in the district office to serve as a liaison to the schools regarding Title I parent involvement issues
  - b. Provide training for the principal or designee of each participating school regarding Title I requirements for parent involvement, leadership strategies, and communication skills to assist him/her in facilitating the planning and implementation of parent involvement activities
  - c. Provide ongoing district-level workshops to assist school site staff and parents/guardians in planning and implementing improvement strategies, and seek input from parents/guardians in developing the workshops
  - d. Provide information to schools about the indicators and assessment tools that will be used to monitor progress
3. Build the capacity of schools and parents/guardians for strong parent involvement (20 USC 6318)

The Superintendent or designee shall: (20 USC 6318)

- a. Assist parents/guardians in understanding such topics as the state's academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children

(cf. 6011 - Academic Standards)  
 (cf. 6162.5 - Student Assessment)  
 (cf. 6162.51 - State Academic Achievement Tests)  
 (cf. 6162.52 - High School Exit Examination)

- b. Provide materials and training to help parents/guardians work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parent involvement
- c. Educate teachers, student services personnel, principals, and other staff, with the assistance of parents/guardians, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools

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

- d. To the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Quality, Preschool Initiative, Home Instruction Programs for Preschool Youngsters, Parents as Teachers Program, public preschool, and other programs, and conduct other activities, such as parent resource centers, that encourage and support

parents/guardians in more fully participating in their children's education

- e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- f. Provide other such reasonable support for parent involvement activities as parents/guardians may request
- g. Inform parents/guardians and parent organizations of the existence and purpose of parent information and resource centers in the state that provide training, information, and support to parents/guardians of participating students

In addition, the Superintendent or designee may:

- a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training
- b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training
- c. Pay reasonable and necessary expenses associated with parent involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- d. Train parents/guardians to enhance the involvement of other parents/guardians
- e. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students
- f. Adopt and implement model approaches to improving parent involvement
- g. Establish a districtwide parent advisory council to provide advice on all matters related to parent involvement in Title I programs
- h. Develop appropriate roles for community-based organizations and businesses in parent involvement activities
- i. Make referrals to community agencies and organizations that offer literacy training, parent education programs, and/or other services that help to improve the conditions of parents/guardians and families

(cf. 1020 - Youth Services)

- j. Provide a master calendar of district activities and district meetings

- k. Provide information about opportunities for parent involvement through the district newsletter, web site, or other written or electronic means
- l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions

(cf. 1230 - School-Connected Organizations)

- m. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians as needed
- n. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions
- o. Regularly evaluate the effectiveness of staff development activities related to parent involvement
- p. Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations

(cf. 4115 - Evaluation/Supervision)

(cf. 4215 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Supervision)

- 4. Coordinate and integrate Title I parent involvement strategies with Head Start, Quality Preschool Initiative Home Instruction Program for Preschool Youngsters, Parents as Teachers Program, public preschool, and other programs (20 USC 6318)

(cf. 5148.3 - Preschool/Early Childhood Education)

The Superintendent or designee may:

- a. Identify overlapping or similar program requirements
  - b. Involve district and school site representatives from other programs to assist in identifying specific population needs
  - c. Schedule joint meetings with representatives from related programs and share data and information across programs
  - d. Develop a cohesive, coordinated plan focused on student needs and shared goals
- 5. Conduct, with involvement of parents/guardians, an annual evaluation of the content and effectiveness of the parent involvement policy in improving the academic quality of the schools served by Title I (20 USC 6318)

The Superintendent or designee shall:

- a. Ensure that the evaluation include the identification of barriers to greater participation in parent involvement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background (20 USC 6318)
- b. Use the evaluation results to design strategies for more effective parent involvement, if necessary, to recommend changes in the parent involvement policy (20 USC 6318)
- c. Assess the district's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request (Education Code 11503)

The Superintendent or designee may:

- a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications
- b. Gather and monitor data regarding the number of parents/guardians participating in district activities and the types of activities in which they are engaged
- c. Recommend to the Board measures to evaluate the impact of the district's parent involvement efforts on student achievement
6. Involve parents/guardians in the activities of schools served by Title I (20 USC 6318)

The Superintendent or designee may:

- a. Include information about school activities in district communications to parents/guardians
- b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians with special needs
- c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

The district's Board policy and administrative regulation containing parent involvement strategies shall be incorporated into the LEA plan and distributed to parents/guardians of students participating in Title I programs. (20 USC 6318)

(cf. 5145.6 - Parental Notifications)

#### School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent involvement shall be developed jointly with and agreed upon by parents/guardians of participating students. Such policy shall describe the means by which the school will: (20 USC 6318)

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent involvement
3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent involvement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314

The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:
  - a. Timely information about Title I programs
  - b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5123 - Promotion/Acceleration/Retention)

- c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and, as soon as practicably possible, responses to the suggestions of parents/guardians

5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the district
6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state's student academic achievement standards
- b. Ways in which parents/guardians will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television viewing; volunteering in the classroom; and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time
  - (cf. 1240 - Volunteer Assistance)
  - (cf. 5020 - Parent Rights and Responsibilities)
  - (cf. 5113 - Absences and Excuses)
  - (cf. 6145 - Extracurricular/Cocurricular Activities)
  - (cf. 6154 - Homework/Makeup Work)
- c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
  - (1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
  - (2) Frequent reports to parents/guardians on their children's progress
  - (3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities
7. Build the capacity of the school and parents/guardians for strong parent involvement by implementing the activities described in items #3a-f in the section "District Strategies for Title I Schools" above
8. To the extent practicable, provide full opportunities for the participation of parents/guardians with limited English proficiency, parents/guardians with disabilities, and parents/guardians of migrant children, including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand

Each school's parent involvement policy shall be made available to the local community and distributed to parents/guardians of participating students in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent involvement policy. Such evaluation may be conducted during the process of reviewing the school's single plan for student achievement in accordance with Education Code 64001.

The principal or designee, jointly with parents/guardians of participating students, shall periodically update the school's policy to meet the changing needs of parents/guardians and the school. (20 USC 6318)

#### District Strategies for Non-Title I Schools

For each school that does not receive federal Title I funds, the Superintendent or designee shall, at a minimum:

1. Engage parents/guardians positively in their children's education by helping them develop skills to use at home that support their children's academic efforts at school and their children's development as responsible members of society (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide or make referrals to literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education
  - b. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter
  - c. Provide parents/guardians with information about students' class assignments and homework assignments
2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide parents/guardians with information regarding ways to create an effective study environment at home and to encourage good study habits
  - b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing
  - c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees
3. Build consistent and effective communication between the home and school so that parents/guardians may know when and how to assist their children in support of classroom learning activities (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least two per year with parents/guardians of elementary school students
  - b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom
  - c. Provide information about parent involvement opportunities through district, school, and/or class newsletters, the district's web site, and other written or electronic communications
  - d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand
  - e. Develop mechanisms to encourage parent/guardian input on district and school issues
  - f. Identify barriers to parent/guardian participation in school activities, including parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
  - g. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, and/or child care
4. Train teachers and administrators to communicate effectively with parents/guardians (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy
  - b. Invite input from parents/guardians regarding the content of staff development activities pertaining to home-school communications
5. Integrate parent involvement programs into school plans for academic accountability

The Superintendent or designee may:

- a. Include parent involvement strategies in school reform or school improvement initiatives
- b. Involve parents/guardians in school planning processes

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**6170.1**

**Instruction**

**TRANSITIONAL KINDERGARTEN**

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

**Eligibility**

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

If the district chooses to allow kindergarten-eligible children to enroll in the TK program, CDE recommends that the district establish criteria to determine selection requirements. The parent/guardian of a kindergarten-eligible child who is enrolled in TK must, at the end of the year, sign a Kindergarten Continuance Form verifying that he/she agrees to have the child continue in kindergarten the following year;

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

Pursuant to Education Code 48000, as amended by AB 104 (Ch. 13, Statutes of 2015), the district may, at its discretion, determine whether to allow admittance of children whose fifth birthday is after December 2. Such students may be admitted at any time during the school year, including at the beginning of the year

The district may, at any time during the school year, admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

#### Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)  
(cf. 6011 - Academic Standards)  
(cf. 6174 - Education for English Language Learners)

Education Code 37202 requires that all elementary schools in the district be maintained for an equal length of time during the school year. In its "Transitional Kindergarten FAQs," the CDE has interpreted this to mean that the district's annual instructional minutes offered to TK students should be the same as the number of instructional minutes offered to kindergarten students, as reflected in its annual audit. Pursuant to Education Code 46111 and 46117, at the kindergarten level the minimum school day is three hours (180 minutes) and the maximum school day is four hours (240 minutes), unless the district has adopted an extended-day kindergarten pursuant to Education Code 8973. However, pursuant to Education Code 46119, if the district has fewer than 40 kindergarten students, it may apply to the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each, taught on the same day by the same teacher.

The Board shall fix the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours.

(cf. 6111 - School Calendar)  
(cf. 6112 - School Day)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

## Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

## Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten.

(Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

## Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

- 8973 Extended-day kindergarten
- 37202 School calendar; equivalency of instructional minutes
- 44258.9 Assignment monitoring by county superintendent of schools
- 46111 Kindergarten, hours of attendance
- 46114-46119 Minimum school day, kindergarten
- 46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten
- 48000 Age of admission, kindergarten and transitional kindergarten
- 48002 Evidence of minimum age required to enter kindergarten or first grade
- 48200 Compulsory education, starting at age six

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

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

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

California Kindergarten Association: <http://www.ckanet.org>

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

Transitional Kindergarten California: <http://www.tkcalifornia.org>

(11/11 4/15) 10/15

**Instruction**

**TRANSITIONAL KINDERGARTEN**

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(cf. 6020 - Parent Involvement)

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① Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

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④ The district may, at any time during the school year, admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

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(cf. 6141 - Curriculum Development and Evaluation)

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

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- (cf. 5148.3 - Preschool/Early Childhood Education)
- (cf. 6011 - Academic Standards)
- (cf. 6174 - Education for English Language Learners)

3 The Board shall fix the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours.

- (cf. 6111 - School Calendar)
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The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.  
(cf. 4112.2 - Certification)

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(cf. 4131 - Staff Development)

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5 A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)  
(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

8973 Extended-day kindergarten

37202 School calendar; equivalency of instructional minutes

44258.9 Assignment monitoring by county superintendent of schools

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten

48000 Age of admission, kindergarten and transitional kindergarten

48002 Evidence of minimum age required to enter kindergarten or first grade

48200 Compulsory education, starting at age six

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School

District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

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

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California Kindergarten Association: <http://www.ckanet.org>

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

Transitional Kindergarten California: <http://www.tkcalifornia.org>

(11/11 4/15) 10/15

**6173.1**

**Instruction**

BP 6173.1(a)

**EDUCATION FOR FOSTER YOUTH**

The Governing Board recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and district academic standards, the Superintendent or designee shall provide them with full access to the district's educational program and implement strategies identified as necessary for the improvement of the academic achievement of foster youth in the district's local control and accountability plan (LCAP).

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3100 - Budget)*  
*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6145 - Extracurricular and Curricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*  
*(cf. 6164.2 - Guidance/Counseling Services)*  
*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6179 - Supplemental Instruction)*

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, he/she shall designate a staff person as the district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training on the enrollment, placement, and transfer of foster youth and other related rights.

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

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build a foster youth's feeling of connectedness with his/her school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5131 - Conduct)*  
*(cf. 5131.2 - Bullying)*  
*(cf. 5137 - Positive School Climate)*  
*(cf. 5138 - Conflict Resolution/Peer Mediation)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*

**EDUCATION FOR FOSTER YOUTH** (continued)

*(cf. 5145.9 - Hate-Motivated Behavior)*  
*(cf. 6020 - Parent Involvement)*

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies and officials including, but not limited to, the county placing agency, social services, probation officers, and juvenile court officers. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

*(cf. 1020 - Youth Services)*

At least annually and in accordance with the established timelines, the Superintendent or designee shall report to the Board on the outcomes for foster youth regarding the goals and specific actions identified in the LCAP, including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates. As necessary, evaluation data shall be used to determine and recommend revisions to the LCAP for improving or increasing services for foster youth.

*(cf. 0500 - Accountability)*  
*(cf. 5123 - Promotion/Acceleration/Retention)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*  
*(cf. 6162.51 - State Academic Achievement Tests)*  
*(cf. 6162.52 - High School Exit Examination)*

*Legal Reference:*

EDUCATION CODE

32228-32228.5 Student safety and violence prevention  
42238.01-42238.07 Local control funding formula  
42920-42925 Foster children educational services  
48645-48646 Juvenile court schools  
48850-48859 Educational placement of students residing in licensed children's institutions  
48915.5 Suspension and expulsion; students with disabilities, including foster youth  
48918.1 Notice of expulsion hearing for foster youth  
49061 Student records  
49069.5 Foster care students, transfer of records  
49076 Access to student records  
51225.1 Exemption from district graduation requirements  
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course  
51225.3 High school graduation

*Legal Reference continued: (see next page)*

## EDUCATION FOR FOSTER YOUTH (continued)

### *Legal Reference: (continued)*

#### EDUCATION CODE (continued)

52060-52077 Local control and accountability plan

56055 Rights of foster parents in special education

60851 High school exit examination

#### HEALTH AND SAFETY CODE

1522.41 Training and certification of group home administrators

1529.2 Training of licensed foster parents

120341 Foster youth: school placement: immunization records

#### WELFARE AND INSTITUTIONS CODE

300 Children subject to jurisdiction

309 Investigation and release of child

317 Appointment of legal counsel

361 Limitations on parental or guardian control

366.27 Educational decision by relative providing living arrangements

602 Minors violating law; ward of court

726 Limitations on parental or guardian control

727 Order of care, ward of court

16000-16014 Foster care placement

#### UNITED STATES CODE, TITLE 20

1415 Procedural safeguards; placement in alternative educational setting

#### UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

#### UNITED STATES CODE, TITLE 42

670-679b Federal assistance for foster care programs

11431-11435 McKinney-Vento Homeless Assistance Act

### *Management Resources:*

#### CSBA PUBLICATIONS

Educating Foster Youth: Best Practices and Board Considerations, Policy Brief, March 2008

#### AMERICAN BAR ASSOCIATION PUBLICATIONS

Mythbusting: Breaking Down Confidentiality and Decision-Making Barriers to Meet the Education Needs of Children in Foster Care, 2005

#### CALIFORNIA CHILD WELFARE COUNCIL

Partial Credit Model Policy and Practice Recommendations

#### CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Our Children: Emancipating Foster Youth, A Community Action Guide

#### WEB SITES

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

American Bar Association: <http://www.americanbar.org>

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

California Department of Education, Foster Youth Services: <http://www.cde.ca.gov/ls/pf/fy>

California Department of Social Services, Foster Youth Ombudsman Office:  
<http://www.fosteryouthhelp.ca.gov>

California Youth Connection: <http://www.cal-youthconn.org/site/cyc>

Cities, Counties and Schools Partnership: <http://www.ccspartnership.org>

**Instruction**

AR 6173.1(a)

**EDUCATION FOR FOSTER YOUTH**

**Definitions**

*Foster youth* means a child who has been removed from his/her home pursuant to Welfare and Institutions Code 309, is the subject of a petition filed under Welfare and Institutions Code 300 or 602, or has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602 or is a non-minor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01. (Education Code 42238.01, 48853.5)

*Person holding the right to make educational decisions* means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

*School of origin* means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison for foster youth shall determine, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, and in the best interests of the foster youth, which school is the school of origin. (Education Code 48853.5)

*Best interests* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853)

**District Liaison**

The Superintendent designates the following position as the district's liaison for foster youth:  
(Education Code 48853.5)

Student and Family Services Manager  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
(619) 428-4476

(cf. 6173 - Education for Homeless Children)

**EDUCATION FOR FOSTER YOUTH** (continued)

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)
2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

*(cf. 5125 - Student Records)*

*(cf. 6146.3 - Reciprocity of Academic Credit)*

3. When required by law, notify the foster youth's attorney and the representative of the appropriate county child welfare agency when the foster youth is undergoing any expulsion or other disciplinary proceeding, including a manifestation determination prior to a change in the foster youth's placement, when he/she is a student with a disability. (Education Code 48853.5, 48911, 48915.5, 48918.1)

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

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

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

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

5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services

*(cf. 5141.6 - School Health Services)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6172 - Gifted and Talented Student Program)*

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

**EDUCATION FOR FOSTER YOUTH** (continued)

*(cf. 6177 - Summer Learning Programs)*  
*(cf. 6179 - Supplemental Instruction)*

6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

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

7. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the district's foster youth

*(cf. 1020 - Youth Services)*  
*(cf. 5113.1 - Chronic Absence and Truancy)*

8. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

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

The Superintendent or designee shall regularly monitor the caseload of the liaison, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the district.

**Enrollment**

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency, or in another local educational agency.

*(cf. 6159 - Individualized Education Program)*  
*(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)*

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program and submits a written statement to the district indicating the determination and that he/she is aware of the following:

**EDUCATION FOR FOSTER YOUTH** (continued)

- a. The student has a right to attend a regular public school in the least restrictive environment.
- b. The alternate educational program is a special education program, if applicable.
- c. The decision to unilaterally remove the student from the district school and to place him/her in an alternate education program may not be financed by the district.
- d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)*

3. At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.
  - a. The student may continue in the school of origin for the duration of the court's jurisdiction.
  - b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the school year.
  - c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.
  - d. If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5) **13.7**

## EDUCATION FOR FOSTER YOUTH (continued)

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The foster youth shall be immediately enrolled even if he/she: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*

2. Does not have clothing normally required by the school, such as school uniforms

*(cf. 5132 - Dress and Grooming)*

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

*(cf. 5141.26 - Tuberculosis Testing)*

*(cf. 5141.31 - Immunizations)*

*(cf. 5141.32 - Health Screening for School Entry)*

If the foster youth or a person with the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, he/she may appeal to the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

*(cf. 9320 - Meetings and Notices)*

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

## EDUCATION FOR FOSTER YOUTH (continued)

### Transportation

The district shall provide a plan to transport to and from the school of origin.

*(cf. 3540 - Transportation)*

*(cf. 3541 - Transportation Routes and Services)*

### Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date he/she left school
2. A verified court appearance or related court-ordered activity

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

Regulation  
approved:

**SAN YSIDRO SCHOOL DISTRICT**  
San Ysidro, California **13.7**  
**Page 99 of 99**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** FIRST READING OF REVISED BOARD POLICY 0410 –  
NON-DISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

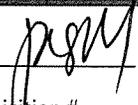
**BACKGROUND INFORMATION:**

San Ysidro School District Board Policy 0410 was last updated in October 1987. Since then, there have been several changes in the law regarding non-discrimination. Therefore, our District needs to revise current Board Policy 0410 in order to ensure the District is following current State and Federal requirements, regulations, and legislation.

**RECOMMENDATION:**

Approve first reading of revised Board Policy 0410 for Non-discrimination in District Programs and Activities.

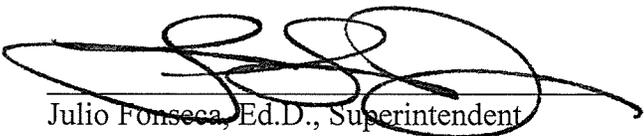
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|   |  |                                    |                                 |                                |   |
|---|--|------------------------------------|---------------------------------|--------------------------------|---|
| <input type="checkbox"/> Renewal                                    | <input checked="" type="checkbox"/> New                                      | <input type="checkbox"/> Amendment | <input type="checkbox"/> Ratify | <input type="checkbox"/> Other | Business Services Reviewed:  |
| Financial Implications?   | Are funds for this item available in the 2016-2017 Budget?                   |                                    |                                 |                                | Requisition #   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                     |                                    |                                 |                                | <input type="text"/>  |
| <input type="text" value="N/A"/><br>(Amount)                        | <input type="text" value="N/A"/><br>(Name of funding source and/or location) |                                    |                                 |                                | <input type="text" value="--"/><br>(Funding account number)   |

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

Philosophy-Goals-Objectives and Comprehensive Plans

Affirmative Action Plan

The Governing Board recognizes a basic commitment to equal opportunity for all individuals in employment and education. It is the policy of the Board to uphold federal and state laws and other directives in promoting an affirmative action program which insures that discriminatory practices are eliminated in all areas of district employment and educational programs.

Education

The Board affirms its policy to insure equal educational opportunity for all students and to prohibit discrimination on the basis of sex, race, color, creed, religion, ancestry, national origin, social or economic status, handicaps, disability, and parental or marital status.

The Board fully recognizes the importance of providing all students with the proper environment to grow emotionally and intellectually through participation in the full range of educational programs and activities. It is the policy of the Board to insure equal educational opportunity in activities which include, but are not limited to, the following: course offerings, guidance and counseling, athletic programs, and testing procedures.

Therefore, the Board believes an affirmative action program is an essential part of all educational policies and programs which seek to develop each student's full potential and foster an appreciation for cultural diversity in our society.

(cf. 5145.3 - Nondiscrimination)

Employment

The Board affirms its position as an equal opportunity employer and upholds the right of every person to be employed and to advance on the basis of merit, ability and potential. Employment discrimination is prohibited on the basis of sex, race, color, creed, religion, national origin, age, or non-job related handicap or disability.

The Board's affirmative action program insures that a policy of equal access to all areas of employment within the district is followed. The principles of equal opportunity are an integral element of the Board's affirmative action program and extend to every aspect of employment including, but not limited to, the following: Recruitment, selection, training, apprenticeships, salary, promotion, tenure, demotion or transfer, or other forms of compensation including fringe benefits.

Affirmative Action Plan (continued)

This policy shall be made available to all employees, students, parents, and other interested members of the community.

(cf. 4111.1 - Recruitment and Selection; Affirmative Action)

Legal Reference:

EDUCATION CODE

200-262 Prohibition of discrimination on the basis of sex

44100-44105 Affirmative action employment

TITLE VII, CIVIL RIGHTS ACT, as amended by Title IX, Equal Employment Opportunity Act

EXECUTIVE ORDER 11246

EQUAL PAY ACT OF 1963

TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 (Higher Education Act)

ADMINISTRATIVE CODE, TITLE 5

30-31 Affirmative Action Employment Programs

90-101 Plans to alleviate racial and ethnic segregation of minority students

GOVERNMENT CODE

12920-12921 Nondiscrimination

12940 et seq. Discrimination prohibited; unlawful practices, generally

BP 0410

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

### **NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES**

The Governing Board is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

- (cf. 1240 - Volunteer Assistance)
- (cf. 4030 - Nondiscrimination in Employment)
- (cf. 4032 - Reasonable Accommodation)
- (cf. 4033 - Lactation Accommodation)
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
- (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
- (cf. 5131.2 - Bullying)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5146 - Married/Pregnant/Parenting Students)
- (cf. 6145 - Extracurricular and Cocurricular Activities)
- (cf. 6145.2 - Athletic Competition)
- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
- (cf. 6164.6 - Identification and Education Under Section 504)
- (cf. 6178 - Career Technical Education)
- (cf. 6200 - Adult Education)

District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

- (cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint

Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups and, as applicable, to the public. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

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

(cf. 5145.6 - Parental Notifications)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)  
(cf. 9320 - Meetings and Notices)  
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Executive Director of Human Resources

(title or position)

4350 Otay Mesa Road, San Ysidro, California 92173

(address)

619-428-4476

(telephone number)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42  
 2000d-2000d-7 Title VI, Civil Rights Act of 1964  
 2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended  
 2000h-2000h-6, Title IX  
 12101-12213 Americans with Disabilities Act  
 CODE OF FEDERAL REGULATIONS, TITLE 28  
 35.101-35.190 Americans with Disabilities Act  
 36.303 Auxiliary aids and services  
 CODE OF FEDERAL REGULATIONS, TITLE 34  
 100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI  
 104.1-104.39 Section 504 of the Rehabilitation Act of 1973  
 106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:  
 106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January 1999

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

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

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:

<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>  
World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

(3/12 2/14) 10/16

Policy adopted:

San Ysidro School District  
San Ysidro, California

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** FIRST INTERIM FINANCIAL REPORT FOR 2016-17

**BACKGROUND INFORMATION:**

AB 1200 requires local educational agencies (LEAs) to file interim reports of their annual budget as of October 31 and January 31, respectively. LEAs must collect the financial data for these reporting periods and prepare appropriate interim reports for Governing Board review, approval, and submission, within 45 days of the close of these periods.

Please note that Education Code sections 42130 and 42131 require that Interim Reports be submitted to the Governing Board on the SACS forms, the format prescribed by the Superintendent of Public Instruction. Per the Education Codes indicated above, the District hereby submits the 2016-17 First Interim Report for Governing Board review and approval. REPORT UNDER SEPARATE COVER

A presentation explaining the First Interim Report was conducted on December 14, 2016 by the Deputy Superintendent. The 2016-17 First Interim Report will be available to the public on the District's website after Governing Board's approval.

**RECOMMENDATION:**

Approve 2016-17 First Interim Financial Report.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: RAM

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition#

Yes     No

Yes     No

(Amount)

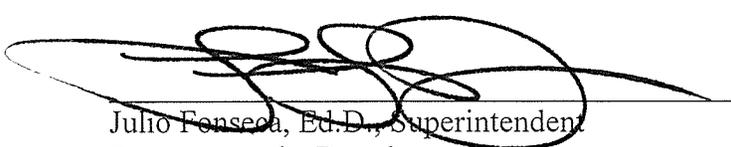
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



**SAN YSIDRO SCHOOL DISTRICT**

# **FIRST INTERIM**

# **REPORT**

# **2016 - 2017**

Board Meeting – December 14, 2016

ITEM NO.

13.9

Page 2 of 2

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** RESOLUTION NO. 16/17-0007 – BOARD COMPENSATION FOR MISSED MEETINGS

**BACKGROUND INFORMATION:**

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

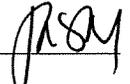
Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution. Steven Kinney was absent from the Special Board meeting of July 18, 2016.

**RECOMMENDATION:**

Adopt Resolution No. 16/17-0007 recognizing that Steven Kinney was absent from the Special Board meeting of July 18, 2016 due to hardship and received the maximum monthly compensation for that month.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Yes     No

Are funds for this item included in the 2016-2017 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**

**RESOLUTION NO. 16/17-0007**

**BOARD COMPENSATION FOR MISSED MEETINGS**

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

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

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

**WHEREAS**, the Board finds that Steven Kinney did not attend the Special Board meeting on July 18, 2016, for the following reason(s):

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month of July 2016.

**PASSED AND ADOPTED THIS** 14th day of December, 2016 at a regular meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Julio Fonseca, Ed.D., Secretary

\_\_\_\_\_  
, Board President

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE SUPERINTENDENT

**BACKGROUND INFORMATION:**

On June 11, 2015, the Governing Board approved the employment agreement with the Superintendent. On September 24, 2015, the first amendment was approved to reflect the correct not to exceed allowance amount for moving expenses. On March 10, 2016, the second amendment was approved to amend the term, as well as Sections 7(B), 11(B), and 11(C) of the overall employment agreement with the Superintendent.

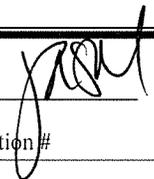
The District and the Superintendent now desire to amend and clarify the Health and Welfare Benefits Section 11(B) of the agreement in order to satisfy all conditions and terms of the agreement.

**RECOMMENDATION:**

Approve the third amendment to the employment agreement with the Superintendent to amend the Health and Welfare Benefits Section 11(B) of the agreement.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

Per Agreement

(Amount)

General Fund

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
THE SAN YSIDRO SCHOOL DISTRICT  
AND JULIO FONSECA**

**THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND JULIO FONSECA** (the “Third Amendment”) is entered into between the San Ysidro School District (“District”), and Julio Fonseca (“Fonseca” or “Superintendent”).

**RECITALS**

A. The District and Fonseca are parties to that certain Agreement for Employment of Superintendent entered into on 11<sup>th</sup> day of June 2015, and as amended on the 24<sup>th</sup> day of September, 2015 (the First Amendment); and as amended on the 10<sup>th</sup> day of March, 2016 (Second Amendment) (collectively the “Agreement”); and

B. The District and Fonseca (the “Parties”) now desire to amend the Agreement in order to amend Section 11(B).

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Subpart B of Section 11 of the Agreement are hereby repealed, and shall be replaced by the amended provisions below, such that Section 11, subpart B, now reads as follows:

“B. The Superintendent and eligible dependents shall be offered Health and Welfare benefits, with the exception of PPO. The Superintendent can choose from any of the plans offered by the District to its Management employees at the expense of the District.

- i. Continuing Coverage; Gap Coverage. For every full year of service rendered to the District pursuant to the terms of the Agreement, the Superintendent shall accrue two (2) years of continuing or gap coverage. The gap coverage shall be equivalent to the capped amount received by the District’s associations (Classified, Certificated, Confidential and Management) for Health and Welfare benefits. The total amount accrued continuing or gap coverage shall not exceed ten (10) years of coverage.
- ii. To fund the continuing or gap coverage, the District shall disburse sufficient and appropriate funds to the Superintendent. Such disbursement shall be made through payroll or a commercial warrant and shall be reported as other fringe benefits.
- iii. Upon notice from Superintendent, the District shall provide the continuing or gap coverage to Superintendent, up to the accrued amount of time accumulated, but not to exceed ten (10) years, regardless of his employment status with the District, or any other subsequent employer, if any.

2. Supersede and Replace. The amended provisions contained in this Third Amendment shall supersede and replace the language of their respective provisions contained in the Agreement.
3. Effective Date. The effective date of this Third Amendment shall be the date upon which this amendment is fully executed by the parties.
4. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.
5. Counterparts. This Third Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

**IN WITNESS WHEREOF**, the Parties have executed this Third Amendment as of the day and year first written above.

**SAN YSIDRO SCHOOL DISTRICT:**

**JULIO FONSECA:**

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Julio Fonseca

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** FIRST AMENDMENT TO DEPUTY SUPERINTENDENT'S  
EMPLOYMENT AGREEMENT

**BACKGROUND INFORMATION:**

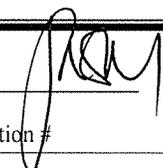
On March 10, 2016, the Governing Board approved the position change to Deputy Superintendent. The District and the Deputy Superintendent now desire to amend and clarify the Health and Welfare Benefits Section 10(B) of the agreement.

**RECOMMENDATION:**

Approve the first amendment to the Deputy Superintendent's employment agreement to amend the Health and Welfare Benefits Section 10(B).

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

Per Agreement

(Amount)

General Fund

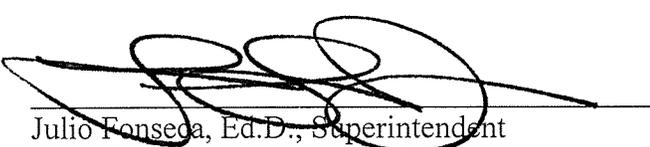
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
THE SAN YSIDRO SCHOOL DISTRICT  
AND JOSE ARTURO SANCHEZ-MACIAS**

**THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
THE SAN YSIDRO SCHOOL DISTRICT AND JOSE ARTURO SANCHEZ-MACIAS**  
(the "First Amendment") is entered into as of December 14, 2016, between the San Ysidro School District ("District"), and Jose Arturo Sanchez-Macias ("Sanchez-Macias" or "Deputy Superintendent").

**RECITALS**

A. The District and Sanchez-Macias are parties to that certain Agreement for employment entered into on the 13<sup>th</sup> day of August, 2015, and on the 10<sup>th</sup> day of March a position change to Deputy Superintendent was Board approved.

B. The District and Sanchez-Macias (the "Parties") now desire to amend the Agreement in order to amend Section 10(B) of the Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Subpart B of Section 10 of the Agreement are hereby repealed, and shall be replaced by the amended provisions below, such that Section 10, subpart B, now reads as follows:

"B. The Deputy Superintendent and eligible dependents shall be offered Health and Welfare Benefits, with the exception of PPO. The Deputy Superintendent can choose from any of the plans offered by the District to its Management employees at the expense of the District.

- i. Continuing Coverage; Gap Coverage. For every full year of service rendered to the District pursuant to the terms of the Agreement, the Deputy Superintendent shall accrue two (2) years of continuing or gap coverage. The gap coverage shall be equivalent to the capped amount received by the District's associations (Classified, Certificated, Confidential and Management) for Health and Welfare benefits. The total amount accrued continuing or gap coverage shall not exceed ten (10) years of coverage.
- ii. To fund the continuing or gap coverage, the District shall disburse sufficient and appropriate funds to the Deputy Superintendent. Such disbursement shall be made through payroll or a commercial warrant and shall be reported as other fringe benefits.
- iii. Upon notice from the Deputy Superintendent, the District shall provide the continuing or gap coverage to the Deputy Superintendent, up to the accrued amount of time accumulated, but not to exceed ten (10) years, regardless of his employment status with the District, or any other subsequent employer, if any. **13.12**

2. Supersede and Replace. The amended provisions contained in this First Amendment shall supersede and replace the language of their respective provisions contained in the Agreement.
3. Effective Date. The effective date of this First Amendment shall be the date upon which this amendment is fully executed by the parties.
4. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.
5. Counterparts. This First Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the day and year first written above.

**SAN YSIDRO SCHOOL DISTRICT:**

**JOSE ARTURO SANCHEZ-MACIAS:**

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Jose Arturo Sanchez-Macias

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** RESOLUTION NO. 16/17-3104

**BACKGROUND INFORMATION:**

Passed by voters in November, 2012, Proposition 39 provides up to \$550 million to improve the energy efficiency of California's aging education infrastructure and grow the state's significant clean energy economy. California public schools will receive funding for five fiscal years starting with the 2013-14 fiscal year. The District anticipates a total allocation of approximately \$1,273,115.

On September 24, 2015, the Governing Board approved to publish a Request for Proposals for Prop 39 related projects. A public notice was placed in the San Diego Union-Tribune from October 1<sup>st</sup> to October 7<sup>th</sup>, 2015. In total, five (5) RFQ information packets were sent out by the Business Services Department. On October 16, 2015, two (2) proposals were received and reviewed.

On October 22, 2015, the Governing Board approved Ameresco Inc. as the selected firm who will be the single point of contact on Prop 39 related projects and shall be responsible for assisting the District with the development and approval of a Prop 39 Expenditure Plan. Upon approval of the Expenditure Plan, the selected firm shall serve as the design-build entity and single point of contact (POC) for the implementation of the scope of work associated with the approved expenditure plan.

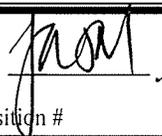
On July 14, 2016, the Governing Board approved the agreement with Ameresco in the amount of \$3,035,795.00 to purchase and install HVAC systems for Smythe, La Mirada, San Ysidro Middle, and at the San Ysidro District Office which were in dire need of new systems. The costs of this project exceeded the Prop 39 allocation amount estimated at \$1,047,545.00 by \$1,988,254.00. This amount will be financed through PNC Equipment Finance, LLC (PNC) for a 16-year term for an estimated principal and interest payment of \$2,587,850.66. The Governing Board the Superintendent and Deputy Superintendent as In order to enter into a finance lease agreement with PNC it is necessary to have the authorization of the Governing Board.

**RECOMMENDATION:**

Approve/Adopt Resolution No. 16/17-3104 authorizing the execution and delivery of a Master Equipment Lease-Purchase Agreement with PNC Equipment Finance, LLC, as lessor, and separate Lease Schedules thereto and Escrow Agreement for the acquisition, purchase, financing and leasing of certain equipment within the terms herein provided; authorizing the execution and delivery of other documents required in connection therewith; and authorizing all other actions necessary to the consummation of the transactions contemplated by this Resolution.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?      Are funds for this item available in the 2016-2017 Budget?

Yes     No                       Yes     No

Requisition #

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**RESOLUTION NO. 16/17-3104**

At a duly called meeting of the Governing Board of San Ysidro School District, held in accordance with all applicable legal requirements, including open meeting laws, on the 14<sup>th</sup> day of December, 2016, the following resolution was introduced and adopted:

A RESOLUTION OF THE GOVERNING BODY OF SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC, AS LESSOR, AND SEPARATE LEASE SCHEDULES THERETO AND ESCROW AGREEMENT FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, San Ysidro School District (the "*Lessee*"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California is authorized by the laws of the State of California to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*Board*") has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of energy conservation measures that will be supplied by Ameresco, Inc. for the project described in Resolution No. 16/17-3100 adopted July 14, 2016 (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "*Master Lease*") with PNC Equipment Finance, LLC as lessor (the "*Lessor*"), substantially in the proposed form presented to the Board at this meeting, and separate Lease Schedules thereto substantially in the form attached to the Master Lease and a separate Escrow Agreement substantially in the proposed form presented to the Board at this meeting; and

WHEREAS, the Board deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto from time to time as provided in the Master Lease and an Escrow Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein more specifically described on the terms and conditions provided therein and herein;

NOW, THEREFORE, BE IT AND IT IS HERBY RESOLVED BY THE GOVERNING BODY OF THE LESSEE AS FOLLOWS:

*Section 1.* It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedule, Payment Schedule and Escrow Agreement attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

*Section 2.* The form, terms and provisions of the Master Lease (including the form of Lease Schedule, Payment Schedule and Escrow Agreement attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the **Superintendent and/or Deputy Superintendent** [*insert title of officials*] of the Lessee (the "*Authorized Officers*") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto, each Escrow Agreement relating thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed **\$2,000,000.00**; (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed **sixteen (16) years**; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or ten percent (10%) per annum. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease and related Escrow Agreements on the terms and conditions herein provided and to be provided in each such Lease.

*Section 3.* The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease, each Lease Schedule and each Escrow Agreement.

*Section 4.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 5. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the Master Lease (including the form of Lease Schedule, Payment Schedule and Escrow Agreement attached thereto) are the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: December 14, 2016

[SEAL]

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(Secretary/Clerk)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH  
PNC EQUIPMENT FINANCE, LLC

**BACKGROUND INFORMATION:**

Passed by voters in November, 2012, Proposition 39 provides up to \$550 million to improve the energy efficiency of California's aging education infrastructure and grow the state's significant clean energy economy. California public schools will receive funding for five fiscal years starting with the 2013-14 fiscal year. The District anticipates a total allocation of approximately \$1,273,115.

On September 24, 2015, the Governing Board approved to publish a Request for Proposals for Prop 39 related projects. A public notice was placed in the San Diego Union-Tribune from October 1<sup>st</sup> to October 7<sup>th</sup>, 2015. In total, five (5) RFQ information packets were sent out by the Business Services Department. On October 16, 2015, two (2) proposals were received and reviewed.

On October 22, 2015, the Governing Board approved Ameresco Inc. as the selected firm who will be the single point of contact on Prop 39 related projects and shall be responsible for assisting the District with the development and approval of a Prop 39 Expenditure Plan. Upon approval of the Expenditure Plan, the selected firm shall serve as the design-build entity and single point of contact (POC) for the implementation of the scope of work associated with the approved expenditure plan.

On July 14, 2016, the Governing Board approved the agreement with Ameresco in the amount of \$3,035,795.00 to purchase and install HVAC systems for Smythe, La Mirada, San Ysidro Middle, and at the San Ysidro District Office which were in dire need of new systems. The costs of this project exceeded the Prop 39 allocation amount estimated at \$1,047,545.00 by \$1,988,254.00. This amount will be financed through PNC Equipment Finance, LLC (PNC) for a 16-year term for an estimated principal and interest payment of \$2,587,850.66. The Governing Board the Superintendent and Deputy Superintendent as In order to enter into a finance lease agreement with PNC it is necessary to have the authorization of the Governing Board.

**RECOMMENDATION:**

Approve the Master Equipment Lease-Purchase Agreement with PNC Equipment Finance, LLC and separate Lease Schedules thereto and Escrow Agreement for the acquisition, purchase, financing and leasing of certain equipment and other documents required in connection therewith; and authorizing all other actions necessary to the consummation of the transactions of this transaction. The estimated financed amount (principal and interest) is \$2,587,850.66 from the general fund.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *[Signature]*

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Yes     No

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:

**13.14**

**Page 1 of 34**

*[Signature]*  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

## MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated as of December 16, 2016

This Master Equipment Lease-Purchase Agreement (this "*Master Lease*") is made and entered into by and between PNC Equipment Finance, LLC ("*Lessor*") and the Lessee identified below ("*Lessee*").

Lessee: San Ysidro School District

### 1. LEASE OF EQUIPMENT.

Subject to the terms and conditions of this Master Lease, Lessor agrees to sell, transfer and lease to Lessee, and Lessee agrees to acquire, purchase and lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Master Lease shall constitute a separate and independent lease and installment purchase of the Equipment therein described. This Master Lease is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Master Lease shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

### 2. CERTAIN DEFINITIONS.

All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "*Lease*" means each Schedule and the terms and conditions of this Master Lease incorporated therein. (b) "*Lien*" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (c) "*Equipment*" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "*Escrow Agreement*" means the Escrow Agreement relating to a Schedule, dated the Commencement Date under such Schedule and substantially in the form attached to this Master Lease, among Lessor, Lessee and the escrow agent therein identified, with respect to the Escrow Fund established and to be administered thereunder. (e) "*Escrow Fund*" means the fund of that name established pursuant to an Escrow Agreement. (f) "*Schedule*" means each Lease Schedule (substantially in the form attached to this Master Lease) signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented.

### 3. LEASE TERM.

The term of each Lease ("*Lease Term*") commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under such Lease.

### 4. RENT PAYMENTS.

4.1. For each Lease, Lessee agrees to pay to Lessor the rent payments ("*Rent Payments*") in the amounts and on the dates set forth in the Schedule A-1 attached to the Schedule (a "*Payment Schedule*"). A portion of each

Rent Payment is paid as and represents the payment of interest as set forth in the applicable Payment Schedule. Rent Payments under each Lease are payable out of the general and other funds of Lessee that are legally available therefor ("*Legally Available Funds*") in U.S. dollars, without notice or demand, at the office of Lessor identified below (or such other place as Lessor may designate from time to time in writing).

4.2. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF, LESSEE'S OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER, INCLUDING (WITHOUT LIMITATION) BY REASON OF EQUIPMENT FAILURE, DISPUTES WITH THE VENDOR(S) OR MANUFACTURER(S) OF THE EQUIPMENT OR LESSOR, ACCIDENT OR ANY UNFORESEEN CIRCUMSTANCES.

**4.3. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained in any Lease constitute a pledge of the full faith and credit or taxing power of Lessee.**

4.4. If Lessor receives any Rent Payment from Lessee after its due date, Lessee shall pay Lessor on demand from Legally Available Funds as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

5. ESCROW AGREEMENT; EQUIPMENT DELIVERY AND ACCEPTANCE; FUNDING CONDITIONS.

5.1. In order to provide financing to pay the costs to acquire and install the Equipment ("*Purchase Price*") as described in a Schedule, Lessor and Lessee hereby agree to execute and deliver an Escrow Agreement relating to such Schedule on the date on which the Funding Conditions for such Schedule are satisfied as provided in Section 5.2. If Lessee signs and delivers a Schedule and an Escrow Agreement and if all Funding Conditions have been satisfied in full, then Lessor will deposit or cause to be deposited into an Escrow Fund under the related Escrow Agreement an amount (which may include estimated investment earnings thereon) equal to the Purchase Price for the Equipment to be financed under the related Schedule.

5.2. Lessor shall have no obligation to deposit any Purchase Price into an Escrow Fund under the related Schedule unless all reasonable conditions established by Lessor ("*Funding Conditions*") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered to Lessor the Schedule, its related Payment Schedule and the related Escrow Agreement; (b) no Event of Default or Non-Appropriation Event shall have occurred and be continuing under any Lease; (c) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (d) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (e) all representations of Lessee in the Lease remain true, accurate and complete; (f) the amount (if any) that Lessor may require in advance that Lessee apply to the payment of Equipment costs; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance required by the Lease; (2) an opinion of Lessee's counsel; (3) Uniform Commercial Code (UCC) financing statements with respect to the Equipment; (4) real property waivers as Lessor may deem necessary; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and the Escrow Agreement and incumbency certificates for the person(s) who will sign the Lease and the Escrow Agreement; (6) such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under the Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action on the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the date on

which the Funding Conditions are satisfied; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

5.3. Lessee shall, at its sole expense, arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("*Location*") by Equipment suppliers ("*Suppliers*") selected by Lessee. Lessee shall accept Equipment for purposes of the related Lease as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor a Certificate of Acceptance in the form and manner required by the applicable Escrow Agreement.

5.4. If a Non-Appropriation Event or an Event of Default occurs prior to Lessee's acceptance of all the Equipment under the related Schedule, the amount then on deposit in the Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in whole on the first business day of the month next succeeding the occurrence of either such Event plus accrued interest to the prepayment date; *provided, however*, that the amount to be prepaid by Lessee pursuant to this Section 5.4 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds and other moneys available for such purpose as a result of the exercise by Lessor of its rights and remedies under the related Schedule. Any funds on deposit in the Escrow Fund on the prepayment date described in this Section 5.4 in excess of the unpaid principal component of the Rent Payments to be prepaid plus accrued interest thereon to the prepayment date shall be paid promptly to Lessee.

5.5. To the extent that Lessee has not accepted items of Equipment before the eighteen-month anniversary of the Commencement Date identified on the related Schedule, the amount then on deposit in the related Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in part, in inverse order of Rent Payments, on the first business day of the next month plus accrued interest to the prepayment date; *provided, however*, that the amount to be prepaid by Lessee pursuant to this Section 5.5 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds. Notwithstanding any such partial prepayment, the related Schedule shall remain in full force and effect with respect to the portion of the Equipment accepted by Lessee during such eighteen-month period, and the portion of the principal component of Rent Payments remaining unpaid after such prepayment plus accrued interest thereon shall remain payable in accordance with the terms of the related Schedule. Upon Lessor's request, Lessee shall execute an amendment to the related Payment Schedule that reflects the change to the Rent Payments as a result of such partial prepayment.

## 6. TERMINATION UPON NON-APPROPRIATION EVENT.

6.1. For each Lease, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; (b) it currently intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated for each succeeding fiscal year by its governing body; and (c) during the 10 fiscal years prior to the date of the applicable Lease, its governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor.

6.2. If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments and other amounts to be paid under a Lease in the next succeeding fiscal year, then a "*Non-Appropriation Event*" shall have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to

Lessee, *provided*, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, and *provided further*, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR.

LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease. Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee. (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment. (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties. (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE: SECURITY INTEREST.

8.1. Upon Lessee's acceptance of any Equipment under a Lease and in accordance with the related Escrow Agreement, title to such Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2. As collateral security for Lessee's obligations to pay all Rent Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, exclusive security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time the Escrow Fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

9. PERSONAL PROPERTY.

All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION.

Lessee shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (b) use and operate all Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("*Improvements*") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION.

Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1. Lessee shall keep all Equipment free and clear of all Liens except those Liens created under each Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2. Lessee shall pay when due all Taxes that may now or hereafter be imposed upon: any Equipment or its ownership, leasing, rental, sale, purchase, possession or use; any Lease or Escrow Agreement; any Rent Payments or any other payments due under any Lease; or any Escrow Fund. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "*Taxes*" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("*Casualty Loss*"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

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13.3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("*Lost Equipment*"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Rent Payment due date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date, plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

#### 14. INSURANCE.

14.1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever (including collision in the case of vehicles) for an amount not less than the Termination Value of the Equipment under each Lease. Lessor shall be named as lender loss payee with respect to all insurance covering damage to or loss of any Equipment, and the proceeds of any such insurance shall be payable to Lessor as loss payee to be applied as provided in Section 13.3. (b) The Total Amount Financed as set forth on the applicable Payment Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Lessor shall be named as additional insured with respect to all such public liability and property damage insurance, and the proceeds of any such insurance shall be payable first to Lessor as additional insured to the extent of its liability and then to Lessee.

14.2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

14.3. If Lessee is self-insured under an actuarially sound self-insurance program that is acceptable to Lessor with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the Lease Term of such Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

15. PURCHASE OPTION.

Upon thirty (30) days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment subject to a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES.

With respect to each Lease, the Equipment subject thereto and the related Escrow Agreement, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease and the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease and the Escrow Agreement have each been duly authorized, executed and delivered by Lessee and each constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with their respective terms;

(c) the Lease and the Escrow Agreement are each authorized under, and the authorization, execution and delivery of the Lease and the Escrow Agreement comply with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease and the Escrow Agreement will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature that may have a material adverse effect on Lessee's ability to perform its obligations under the Lease and the Escrow Agreement; and

(f) Lessee is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986 (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

17. TAX COVENANTS.

Lessee hereby covenants and agrees that:

(a) The parties anticipate that Lessor can exclude the interest component of the Rent Payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private

business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys on deposit in the Escrow Fund related to each Lease from time to time in a manner that will not cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings in any Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rent Payments under each Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

## 18. ASSIGNMENT.

18.1. Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any Lien on, nor otherwise dispose of, any Lease, any Equipment, any Escrow Agreement or any Escrow Fund or any interest in any thereof.

18.2. Lessor may assign its rights, title and interest in and to any Lease, any Equipment or any Escrow Agreement (including the Escrow Fund thereunder), and/or may grant or assign a security interest in any Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder), in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease and Escrow Agreement. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder) shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT.

For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Section 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES.

If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with accrued interest on such amounts at the respective rates provided in such Leases from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall apply the entire proceeds of such disposition as follows: *first*, to pay costs that Lessor has incurred in connection with exercising its remedies; *second*, to payment of amounts that are payable by Lessee under clause (a) above; and *then* to payment of the Termination Value set forth in the applicable Payment Schedule for the last Rent Payment due date for the fiscal year in which the related default occurs; *provided, however*, that any disposition proceeds in excess of payment of all of the foregoing amounts shall be paid promptly by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease or with respect to the Escrow Fund under the related Escrow Agreement; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of

Lessor's actions under this Section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT.

If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Section 6 or 20 hereof, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING; UCC ARTICLE 2A WAIVER.

(a) Each Lease shall be governed by the laws of the state in which Lessee is located (the "State").

(b) Lessee hereby willingly and knowingly waives any rights or remedies to which it may otherwise be entitled under Sections 508 through 522, inclusive, of Article 2A of the Uniform Commercial Code in effect in the State.

23. NOTICES.

All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.

24.1. Within thirty (30) days after their completion for each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

24.2. To the extent authorized by the laws of the State, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or any wrongful act or omission of Lessee or its employees and agents, or (c) any claims of alleged breach by Lessee of any Lease, any Escrow Agreement or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Notwithstanding anything in any Lease to the contrary, any indemnity amount payable by Lessee as provided in this Section 24.2 shall be payable solely from Legally Available Funds.

24.3. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment; and to make claims for, receive payment of and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

## 25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection

of transactions). under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS.

All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS.

This Master Lease and each Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; *provided, however*, that only Counterpart No. 1 of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.

Each Lease, Escrow Agreement and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease and financing of the Equipment covered thereby, and such Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

13.14

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(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

San Ysidro School District, *as Lessee*

PNC Equipment Finance, LLC, *as Lessor*

By \_\_\_\_\_

By \_\_\_\_\_

Name: J. Arturo Sanchez Macias

Name: \_\_\_\_\_

Title: Deputy Superintendent

Title: \_\_\_\_\_

4350 Otay Mesa Road  
San Ysidro, CA 92173

995 Dalton Avenue  
Cincinnati, OH 45203

Board approved: \_\_\_\_\_

## LEASE SCHEDULE NO. 201040000

Dated as of December 16, 2016

This Lease Schedule (this "*Schedule*") relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated December 16, 2016 .

1. *Equipment Description.* As used in the Lease, "*Equipment*" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.
4. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 6.1 and 16 thereof) are true and correct as though made on the date of execution of this Schedule.
5. *BANK QUALIFIED.* LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE. THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

San Ysidro School District, *as Lessee*

PNC Equipment Finance, LLC, *as Lessor*

By: \_\_\_\_\_  
Name: J. Arturo Sanchez Macias  
Title: Deputy Superintendent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Counterpart No. \_\_\_\_\_ of \_\_\_ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

**SCHEDULE A-1**

Attached to and made a part of that certain Lease Schedule No. 201040000 dated as of December 16, 2016 by and between PNC Equipment Finance, LLC, as lessor, and San Ysidro School District, as lessee.

Commencement Date: December 16, 2016

1. EQUIPMENT LOCATIONS & DESCRIPTION:

- District Office, 4350 Otay Mesa Road, San Ysidro, CA 92173
- Smythe Elementary School, 1880 Smythe Avenue, San Ysidro, CA 92173
- La Mirada Elementary School, 222 Avenida De La Madrid, San Ysidro, CA 92173
- San Ysidro Middle School, 4345 Otay Mesa Road, San Ysidro, CA 92473

Energy Conservation Project provided by Ameresco, Inc. pursuant to Energy Services Agreement dated on or about July 14, 2016 including, but not limited to, HVAC Replacements and Energy Management Systems Upgrades

2. LEASE PAYMENT SCHEDULE:

- (a) Total Amount Financed: \$1,988,254.00
- (b) Payment Schedule:

**\*\* SAMPLE – FINAL RATE TO BE SET 3 BUSINESS DAYS BEFORE CLOSING\*\***

| Rent Payment Number | Rent Payment Date | Rent Payment Amount | Interest Portion | Principal Portion | Termination Value * |
|---------------------|-------------------|---------------------|------------------|-------------------|---------------------|
| 1                   | 10/16/2017        | 67,439.00           | 52,764.53        | 14,674.47         | Non-Callable        |
| 2                   | 4/16/2018         | 67,439.00           | 31,123.35        | 36,315.65         | Non-Callable        |
| 3                   | 10/16/2018        | 69,739.00           | 30,550.65        | 39,188.35         | Non-Callable        |
| 4                   | 4/16/2019         | 69,739.00           | 29,932.65        | 39,806.35         | Non-Callable        |
| 5                   | 10/16/2019        | 72,120.00           | 29,304.90        | 42,815.10         | Non-Callable        |
| 6                   | 4/16/2020         | 72,120.00           | 28,629.71        | 43,490.29         | 1,825,122.70        |
| 7                   | 10/16/2020        | 74,585.00           | 27,943.87        | 46,641.13         | 1,777,082.34        |
| 8                   | 4/16/2021         | 74,585.00           | 27,208.34        | 47,376.66         | 1,728,284.38        |
| 9                   | 10/16/2021        | 77,135.00           | 26,461.21        | 50,673.79         | 1,676,090.38        |
| 10                  | 4/16/2022         | 77,135.00           | 25,662.08        | 51,472.92         | 1,623,073.27        |
| 11                  | 10/16/2022        | 79,775.00           | 24,850.35        | 54,924.65         | 1,566,500.88        |
| 12                  | 4/16/2023         | 79,775.00           | 23,984.19        | 55,790.81         | 1,509,036.34        |
| 13                  | 10/16/2023        | 82,507.00           | 23,104.37        | 59,402.63         | 1,447,851.64        |
| 14                  | 4/16/2024         | 82,507.00           | 22,167.59        | 60,339.41         | 1,385,702.04        |

\* Assumes all Rent Payments and other amounts due on and prior to that date have been paid.

|    |            |            |           |            |              |
|----|------------|------------|-----------|------------|--------------|
| 15 | 10/16/2024 | 85.335.00  | 21.216.04 | 64.118.96  | 1.319.659.51 |
| 16 | 4/16/2025  | 85.335.00  | 20.204.88 | 65.130.12  | 1.252.575.49 |
| 17 | 10/16/2025 | 88.263.00  | 19.177.78 | 69.085.22  | 1.181.417.71 |
| 18 | 4/16/2026  | 88.263.00  | 18.088.31 | 70.174.69  | 1.109.137.78 |
| 19 | 10/16/2026 | 91.292.00  | 16.981.65 | 74.310.35  | 1.032.598.12 |
| 20 | 4/16/2027  | 91.292.00  | 15.809.78 | 75.482.22  | 954.851.44   |
| 21 | 10/16/2027 | 94.427.00  | 14.619.42 | 79.807.58  | 872.649.63   |
| 22 | 4/16/2028  | 94.427.00  | 13.360.86 | 81.066.14  | 789.151.51   |
| 23 | 10/16/2028 | 97.673.00  | 12.082.45 | 85.590.55  | 700.993.24   |
| 24 | 4/16/2029  | 97.673.00  | 10.732.68 | 86.940.32  | 611.444.71   |
| 25 | 10/16/2029 | 101.031.00 | 9.361.63  | 91.669.37  | 517.025.26   |
| 26 | 4/16/2030  | 101.031.00 | 7.916.01  | 93.114.99  | 421.116.82   |
| 27 | 10/16/2030 | 104,508.00 | 6,447.58  | 98.060.42  | 320.114.59   |
| 28 | 4/16/2031  | 104,508.00 | 4,901.17  | 99,606.83  | 217,519.55   |
| 29 | 10/16/2031 | 108.096.33 | 3.330.37  | 104,765.96 | 109,610.61   |
| 30 | 4/16/2032  | 108.096.33 | 1.678.26  | 106,418.07 | 1.00         |

San Ysidro School District, *as Lessee*

PNC Equipment Finance, LLC, *as Lessor*

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: J. Arturo Sanchez Macias

Name: \_\_\_\_\_

Title: Deputy Superintendent

Title: \_\_\_\_\_

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of December 16, 2016 by and among PNC Equipment Finance, LLC ("*Lessor*"), San Ysidro School District ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Equipment Lease-Purchase Agreement dated as of December 16, 2016 (the "*Master Lease*") and a Lease Schedule 201040000 thereto dated December 16, 2016 (the "*Schedule*" and, together with the terms and conditions of the Master Lease incorporated therein, the "*Lease*"). The Lease contemplates that certain equipment described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof. After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Lease.

The Lease further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being **\$1,988,254.00** (after application of the Proposition 39 funds), with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the vendor(s) or manufacturer(s) of the Equipment (the "*Vendor*") its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment and to pay the interest component of Rent Payments due under the Lease through April 16, 2032.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. (a) Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. (b) The moneys and investments held in the Escrow Fund are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby

agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee in Exhibit 1. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) From time to time, Escrow Agent shall pay to the Vendor of the Equipment payments then due and payable with respect thereto upon receipt of duly executed Requisition Request and Certificate of Acceptance form attached as Exhibit 3 hereto, subject to Lessor's prior written approval of each such Requisition Request and Certificate of Acceptance.

(c) If an Event of Default or Non-Appropriation Event occurs under the Lease prior to the Lessee's acceptance of all the Equipment or to the extent that funds have not been disbursed from the Escrow Fund within the eighteen-month period identified in the Lease, funds then on deposit in the Escrow Fund shall be applied to the prepayment of Rent Payments under the Lease as instructed by Lessor.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall apply the then remaining Escrow Fund, first, to all outstanding fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee, and, second, to Lessor for application against the next Rent Payment due under the Lease, and, third, to Lessor toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall, if requested by Lessee, prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 hereto and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. This Escrow Agreement and the escrow established hereunder shall terminate upon receipt by Escrow Agent of the written notice from Lessor specified in Section 6(c) or Section 6(d) hereof.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition **13.14**

any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

[The next page is the signature page.]

*Signature Page of Escrow Agreement*

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

PNC Equipment Finance, LLC, as Lessor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 995 Dalton Avenue  
Cincinnati, OH 45203

San Ysidro School District, as Lessee

By: \_\_\_\_\_  
Name: J. Arturo Sanchez Macias  
Title: Deputy Superintendent

Address: 4350 Otay Mesa Road  
San Ysidro, CA 92173

US Bank National Association, as Escrow  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 10 W. Broad St., 12<sup>th</sup> Floor  
CN OH BD12  
Columbus, OH 43215

**EXHIBIT 1**

**INVESTMENT DIRECTION LETTER**

U.S. Bank National Association  
10 W. Broad Street, 12<sup>th</sup> Floor  
CN OH BD12  
Columbus, OH 43215

Re: Escrow Agreement dated as of December 16, 2016,  
among PNC Equipment Finance, LLC, as Lessor,  
San Ysidro School District as Lessee, and  
U.S. Bank National Association, as Escrow Agent

Ladies and Gentlemen:

Pursuant to the above-referenced Escrow Agreement, \$1,988,254.00 will be deposited in escrow with you on or about December 16, 2016. Such funds shall be invested in one or more of the following qualified investments in the amounts indicated:

|    | PLEASE CHECK DESIRED QUALIFIED INVESTMENTS:  | AMOUNT OF INVESTMENT |
|----|--|----------------------|
| 1. | <input type="checkbox"/> Direct general obligations of the United States of America:   | \$ _____             |
| 2. | <input type="checkbox"/> Obligations – the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America: | \$ _____             |
| 3. | <input type="checkbox"/> General obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor:                                     | \$ _____             |
| 4. | <input type="checkbox"/> Money market funds whose investment parameters target investments in securities as described above:   | \$ _____             |

**IF NONE OF THE ABOVE BOXES ARE CHECKED, INVESTMENT SHALL BE MADE IN MONEY MARKET FUNDS AS DESCRIBED IN THE FOURTH CATEGORY ABOVE, UNTIL LESSEE DIRECTS OTHERWISE.**

Very truly yours,

SAN YSIDRO SCHOOL DISTRICT, AS LESSEE

By: \_\_\_\_\_  
Name: J. Arturo Sanchez Macias  
Title: Deputy Superintendent

**EXHIBIT 2**

**ESCROW AGENT FEES AND EXPENSES**

SET-UP FEES

\$250.00 payable from the Escrow Fund upon acceptance of escrow deposit.

EXPENSES

Any and all out-of-pocket expenses incurred by Escrow Agent will be the responsibility of Lessee and paid from the Escrow Fund.

EXHIBIT 3

REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE NO. \_\_\_\_\_  
(to be submitted with each requisition request for payment to the vendor)

-or-

\_\_\_\_ (v) FINAL REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE  
(to be submitted with the final requisition request upon acceptance of the Equipment)

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of December 16, 2016 (the "Escrow Agreement") by and among PNC Equipment Finance, LLC (the "Lessor"), San Ysidro School District (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being leased under that certain Master Equipment Lease-Purchase Agreement dated as of December 16, 2016 (the "Master Lease") and Lease Schedule 2010-40000 thereto dated December 16, 2016 (the "Schedule" and, together with the terms and conditions of the Master Lease incorporated therein, the "Lease"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE

AMOUNT

| PAYEE | AMOUNT |
|-------|--------|
|       |        |
|       |        |
|       |        |

Total requisition amount \$ \_\_\_\_\_

The undersigned, as Lessee under the Lease hereby certifies:

1. The items of the Equipment, as such term is defined in the Lease, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and the Lessee's projected needs is not less than the Lease Term of lease with respect to the Equipment.
4. The Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.

6. No Event of Default or Non-Appropriation Event, as each such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Non-Appropriation Event has occurred and is continuing on the date hereof.

7. Sufficient funds have been appropriated by the Lessee for the payment of all Rent Payments due under the Lease during Lessee's current fiscal year.

8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

9. The following documents are attached hereto and made a part hereof:

(a) Original Invoice(s);

(b) Copies of Certificate(s) of Origin designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing; and

(c) Requisition for Payment

10. If this is the final acceptance of Equipment, then as of the Acceptance Date stated below and as between the Lessee and the Lessor, the Lessee hereby agrees that: (a) the Lessee has received and inspected all of the Equipment described in the Lease; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specification; (c) the Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) the Lessee waives any right to revoke such acceptance.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Acceptance Date: \_\_\_\_\_

San Ysidro School District,  
*as Lessee*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PNC Equipment Finance, LLC.  
*as Lessor*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INFORMATION REQUEST**

LESSEE NAME: San Ysidro School District

FEDERAL TAX I.D. # 95-6002821

BILLING ADDRESS:

---

Billing Contact

---

Street Address or Post Office Box

---

City, State and Zip

---

Phone Number

Fax Number

---

Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

---

Street Address or Post Office Box

---

City, State and Zip

Require Board Approval for Payments?  Yes  No

Board Meeting Date? \_\_\_\_\_

Require signed vouchers for payments?  Yes  No

We typically mail our invoices 30 days in advance. Taking into account a 7-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

Yes  No

Please list any special instructions below:

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EXHIBIT 3

REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE NO. 1  
(to be submitted with each requisition request for payment to the vendor)

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of December 16, 2016 (the "*Escrow Agreement*") by and among PNC Equipment Finance, LLC (the "*Lessor*"), San Ysidro School District (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being leased under that certain Master Equipment Lease-Purchase Agreement dated as of December 16, 2016 (the "*Master Lease*") and Lease Schedule 201040000 thereto dated December 16, 2016 (the "*Schedule*" and, together with the terms and conditions of the Master Lease incorporated therein, the "*Lease*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

| PAYEE                   | AMOUNT                 |
|-------------------------|------------------------|
| Step toe & Johnson PLLC | \$1,900.00 (Legal Fee) |

Total requisition amount \$1,900.00

The undersigned, as Lessee under the Lease hereby certifies:

1. The items of the Equipment, as such term is defined in the Lease, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and the Lessee's projected needs is not less than the Lease Term of lease with respect to the Equipment.
4. The Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.
6. No Event of Default or Non-Appropriation Event, as each such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Non-Appropriation Event has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by the Lessee for the payment of all Rent Payments due under the Lease during Lessee's current fiscal year.

8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

9. The following documents are attached hereto and made a part hereof:

(a) Original Invoice(s):

(b) Copies of Certificate(s) of Origin designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing; and

(c) Requisition for Payment

10. If this is the final acceptance of Equipment, then as of the Acceptance Date stated below and as between the Lessee and the Lessor, the Lessee hereby agrees that: (a) the Lessee has received and inspected all of the Equipment described in the Lease; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specification; (c) the Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) the Lessee waives any right to revoke such acceptance.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Acceptance Date: December 16, 2016

San Ysidro School District,  
*as Lessee*

By: \_\_\_\_\_  
Name: J. Arturo Sanchez Macias  
Title: Deputy Superintendent  
Date: \_\_\_\_\_

PNC Equipment Finance, LLC,  
*as Lessor*

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is an U.S. Bank National Association ("U.S. Bank") interest-bearing time deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366) by applying a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered based on customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. The deposit account is insured by the Federal Deposit Insurance Corporation up to \$250,000.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account.

San Ysidro School District  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Account Number – includes existing  
and future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title / Date

**INSURANCE COVERAGE DISCLOSURE**

PNC Equipment Finance, LLC, LESSOR

San Ysidro School District, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule dated December 16, 2016, to the Master Equipment Lease-Purchase Agreement dated December 16, 2016 and identified in the Lease Schedule, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address and telephone number):

Sarah MacTaggart  
Keenan & Associates  
901 Calle Amanecer, #200  
San Clemente, CA 92673  
Phone: 949-940-1760 ext. 5127  
Email: [smactaggart@keenan.com](mailto:smactaggart@keenan.com)

to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as Lender Loss Payee.

Coverage Required: Termination Value Specified

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per occurrence  
\$2,000,000.00 aggregate bodily injury liability  
\$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, 995 Dalton Avenue, Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Lease, that it is lawfully self-insured as more fully described in the attached letter.

Lessee: San Ysidro School District

By: \_\_\_\_\_

Name: J. Arturo Sanchez Macias Title: Deputy Superintendent

**13.14**

**Page 32 of 34**

**INSURANCE INFORMATION**

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

**ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:**

- PNC EQUIPMENT FINANCE, LLC MUST BE NAMED LENDER LOSS PAYEE AND ADDITIONAL INSURED
- 30 Days` Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

**Certificate Holder Information:**

PNC Equipment Finance, LLC,  
its successors and/or all assigns  
995 Dalton Avenue  
Cincinnati, OH 45203

Please send a FAX copy of certificate to April Ponder at 866-728-4928.

The original should be mailed to the same at:

PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203

Please call 614-463-6572, if you have any questions.

SELF-INSURANCE LETTER

[TO BE TYPED ON LESSEE’S LETTERHEAD]

[Date]

PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203

Re: Master Equipment Lease-Purchase Agreement dated as of December 16, 2016  
and Lease Schedule No. 201040000 thereto dated December 16, 2016

Ladies and Gentlemen:

Under the above-referenced Lease Schedule, San Ysidro School District, as lessee (“Lessee”), is required to maintain certain insurance policies with respect to the Equipment subject thereto, *provided* that insurance policies are not required if Lessee has an actuarially sound self-insurance program that is acceptable to PNC Equipment Finance, LLC. This letter is for the purpose of describing Lessee’s self-insurance program.

*[Describe self-insurance program for property damage - whether a self-insurance fund or contingency fund is maintained; and whether there is an excess policy in which case an insurance authorization letter must be attached.]*

*[Describe self-insurance program for public liability risks - whether a self-insurance fund or contingency fund is maintained; whether the Lessee’s public liability exposure is capped pursuant to a Tort Claims Act; and whether the Lessee maintains an excess liability policy, in which case an insurance authorization letter must be attached.]*

Please do not hesitate to contact me if you have any questions concerning the self-insurance described in this letter.

Very truly yours,

San Ysidro School District, as Lessee

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** COMMUNICATIONS EASEMENT AGREEMENT WITH  
ATC SEQUOIA LLC

**BACKGROUND INFORMATION:**

After careful consideration, Administration recommends to grant an exclusive option to purchase a fifty-five year, exclusive communications easement and a fifty-five year, non-exclusive access and utility easement. The Easement Agreement shall grant, convey, and transfer to ATC Sequoia LLC (Sequoia), certain rights to certain real property owned by the District and in which Sequoia currently operates or manages a communications facility.

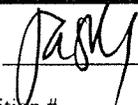
Currently, the District is leasing a section of a real property located at 4350 Otay Mesa Road, San Ysidro, CA known as South Dennery CA to the Assessor's office APN No. 638-070-68-00 to several cellular companies and has a current monthly revenue of approximately \$2,000.00. This agreement will create an instant revenue of \$650,000.00 which would take many years to obtain if it remains under the current lease. This revenue would be deposited in a special account for facilities.

**RECOMMENDATION:**

Approve the Communications Easement Agreement with ATC Sequoia LLC's for access and utility easement to the District's real property named South Dennery, CA, Site No. 414587. The anticipated revenue of this agreement will be \$650,000.00 to be deposited in a special account for facilities.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

Revenue  
\$650,000.00  
(Amount)

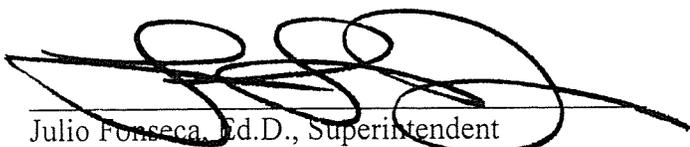
Special Account - Facilities  
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

## COMMUNICATIONS EASEMENT AGREEMENT

THIS AGREEMENT (this "**Option Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **ATC Sequoia LLC**, a Delaware limited liability company ("**Grantee**") and **San Ysidro School District** ("**Grantor**") (Grantee and Grantor being collectively referred to herein as the "**Parties**").

In consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grantor hereby grants to Grantee an exclusive option (the "**Option**") to purchase a fifty-five (55) year, exclusive communications easement and a fifty-five (55) year, non-exclusive access and utility easement (collectively, the "**Easements**"), which Easements shall be memorialized in an easement agreement, the form and substance of which shall be mutually agreeable to the Parties (the "**Easement Agreement**"). The Easement Agreement shall grant, convey, and transfer to Grantee certain rights as described in the Easement Agreement over, across, in, and under that certain real property owned by Grantor in the County of San Diego, State of California (the "**Premises**"), and on which Grantee currently operates or manages a communications facility. Grantor shall also assign to Grantee, or an affiliate of Grantee, all of Grantor's right, title and interest in, to and under all of the existing leases, licenses, or other agreements for use and occupancy of the Premises, including but not limited to those agreements listed on the Current Agreement Addendum attached hereto and incorporated by this reference (the "**Current Agreement**"), including without limitation, the right to receive any and all rents and other monies payable to Grantor thereunder, arising or accruing on or after the Closing (as herein defined). Grantee shall have the sole, exclusive and absolute right to exercise the Option as provided herein. Grantor hereby represents and warrants that it has the full power and authority to enter into this Option Agreement and the person(s) executing this Option Agreement on behalf of Grantor, as the case may be, have the authority to enter into and deliver this Option Agreement on behalf of Grantor. If applicable, Grantor shall execute a resolution and consent affidavit prepared by Grantee evidencing proper signing authority, or Grantor must otherwise demonstrate, in Grantee's sole and absolute discretion, the person(s) executing this Option Agreement on behalf of Grantor, have the authority to enter into and deliver this Option Agreement on behalf of Grantor.
2. Subject to the terms of this Option Agreement, Grantee may exercise the Option by paying to Grantor an amount equal to **Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00)** [the "**Purchase Price**"] by check or by wire transfer of funds. The day on which payment is made to Grantor is referred to herein as the "**Closing**". Grantor agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Grantee. The Purchase Price shall be paid to, and all taxable income shall be reported by, **San Ysidro Elementary School District**. From and after the Effective Date, Grantor shall not (and hereby agrees not to) solicit or accept any offers to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Premises, or continue negotiations with other potential purchasers or other third parties with respect to the same, until the expiration of this Option Agreement.
3. The Parties shall use best efforts to close the transaction contemplated herein within ninety (90) days of the Effective Date. Unless otherwise agreed to in writing by the Parties, this Option Agreement shall automatically terminate upon the earlier of the date of Closing or the 180<sup>th</sup> day following the Effective Date (said date being referred to herein as the "**Termination Date**"). Between the Effective Date and the sooner of the date of Closing or Termination Date, Grantee and its agents, employees, contractors, and designees may hereafter enter the Premises for the purposes of inspecting, surveying or otherwise evaluating the Premises to determine whether Grantee will, in its sole and absolute discretion, exercise the Option. Grantor shall provide Grantee with any reasonable documentation requested by Grantee to facilitate payment to Grantor or to otherwise assist in expediting Grantee's completion of its due diligence. If all or any portion of the Premises is encumbered by a mortgage or other security instrument, Grantor agrees to obtain a Non-Disturbance Agreement ("**NDA**") from the applicable lender(s) on a form to be provided by Grantee. If, despite Grantor's best efforts, Grantor is unable to obtain the NDA, Grantor may request a risk assessment to determine whether Grantee will exercise the Option without an NDA, in which case Grantor shall provide Grantee with authorization to verify Grantor's credit worthiness and any additional

documentation and/or information requested by Buyer in connection with such risk assessment.

4. Grantor shall execute and deliver to Grantee the Easement Agreement, together with any other documents reasonably necessary for Grantee to record the Easement Agreement with the appropriate recorder's office and to obtain title insurance. In the event Grantor executes and delivers the Easement Agreement to Grantee prior to Closing, said documents shall be held in escrow by Grantee until the earlier of Closing or termination of this Option Agreement as provided hereunder.
5. Grantor hereby acknowledges and agrees that Grantee has not made any representations or warranties to Grantor, including, without limitation, Grantee's likelihood of exercising the Option or the tax implications of the contemplated transaction, and the Parties further agree that all terms and conditions of the Option Agreement are expressly stated herein.
6. The Parties agree and intend for this Option Agreement to be a legally binding contract and for the terms of this Option Agreement (as well as any information furnished to Grantor by Grantee in connection herewith) to remain confidential. Except for Grantor's attorney or broker, if any, or if required pursuant to a court action or applicable law, Grantor shall not disclose the terms of this Option Agreement without the prior written consent of Grantee, which may be withheld or conditioned in Grantee's sole and absolute discretion. This provision shall survive Closing and/or the termination of this Option Agreement.
7. This Option Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Option Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Option Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Option Agreement by all Parties to the same extent as an original signature. This Option Agreement shall be governed and construed by the laws of the State or Commonwealth in which the Premises is located without regard to the conflicts of laws provisions of such State or Commonwealth. Grantee may assign its rights, title, and interest in and to this Option Agreement to an affiliate or subsidiary of Grantee without the consent or approval of (or notice to) Grantor.
8. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Grantor at: 4350 Otay Mesa Rd., San Ysidro, CA 92173; To Grantee at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. Unless extended by Grantee, in Grantee's sole and absolute discretion, this Option Agreement shall automatically become null and void and of no further force and effect if it is not executed by Grantor and actually received by Grantee on or before December 1, 2016.

[SIGNATURES FOLLOW ON FOLLOWING PAGES]

**GRANTEE:**

**ATC Sequoia LLC**

a Delaware limited liability company

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**GRANTOR:**

**San Ysidro School District**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CURRENT AGREEMENT ADDENDUM

Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under that certain Agreement For Cellular Site, dated June 18, 2007, between San Ysidro School District, as grantor, and Verizon Wireless (VAW) LLC dba Verizon Wireless, as grantee; as amended by that certain First Amendment to Agreement, dated October 5, 2007, between San Ysidro School District, as lessor, and Verizon Wireless (VAW) LLC dba Verizon Wireless, as lessee.

# EXHIBIT A

[EASEMENT AGREEMENT TO FOLLOW]

**Prepared by and Return to:**

Attorney Andrew Verwholt, Land Management

Site No: 414587

Site Name: SouthDennery CA

c/o American Tower

10 Presidential Way

Woburn, MA 01801

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(Recorder's Use Above this Line)

STATE OF CALIFORNIA

Assessor's Parcel No.: 638-070-68-00

COUNTY OF SAN DIEGO

**EASEMENT AND ASSIGNMENT AGREEMENT**

This Easement Agreement ("**Agreement**") dated as of \_\_\_\_\_, 201\_ (the "**Effective Date**"), by and between San Ysidro School District ("**Grantor**") and ATC Sequoia LLC, a Delaware limited liability company ("**Grantee**").

**BACKGROUND**

Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Premises**"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

**AGREEMENTS**

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Grantor, for itself and its successors and assigns, hereby grants and conveys to Grantee, its successors and/or assigns: (i) a fifty-five (55) year, exclusive easement (the "**Exclusive Easement**") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a fifty-five (55) year, non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.
2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. Duration. The duration of this Agreement and the Easements granted herein (the "**Term**") shall be for fifty-five (55) years, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days a week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights

granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

8. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against the all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises, to the extent both are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of same by Grantor. Anything to the contrary notwithstanding, Grantee shall not be obligated to reimburse Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein. Grantee hereby agrees to and does indemnify and shall defend and hold harmless Grantor and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantee of any representation, warranty or covenant of Grantee contained herein.

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

9. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

10. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

11. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee: ATC Sequoia LLC  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801

To Grantor: San Ysidro School District  
4350 Otay Mesa Rd.  
San Ysidro, CA 92173

With copy to: ATC Sequoia LLC  
c/o American Tower  
116 Huntington Avenue  
Boston, MA 02116  
Attn: Legal Department

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice

12. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

13. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

14. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

15. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

16. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities,

(b) be for a term of no less than the remaining duration of this Agreement.

17. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

18. Zoning. To the extent any improvements in, on, or within the Exclusive Easement Area do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be relocated, Grantor hereby consents to the reasonable relocation of such improvements to accommodate such requirements. Grantor hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement Area and the Access and Utility Easement Area that will accommodate the requirements for any relocated tower, including its access and utility needs. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

19. Assignment of Current Agreement. Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under all of the existing leases, licenses and other agreements for use or occupancy of the Easements, including, but not limited to, those agreements listed on **Exhibit "D"** attached hereto (the "**Current Agreement**"), including without limitation, the right to receive any and all rents and other monies payable to Grantor thereunder and including during any and all extensions thereof ("**Contract Revenues**"). Grantor hereby represents and warrants that as of the Effective Date there are no leases, license or other agreements pertaining to the Premises other than the Current Agreement. Notwithstanding the foregoing assignment to Grantee, Grantor agrees that Grantor remains the fee owner of the Premises and Grantor remains obligated to comply with all obligations of the lessor or Grantor under the Current Agreement, as same may be extended or renewed, which relate to the ownership, maintenance, operation and use of the Premises. Such obligations are hereby expressly excluded from the foregoing assignment. Grantor hereby acknowledges that as of the Effective Date none of the improvements located at the Site pursuant to the Current Agreement encroach outside the Premises. Grantor hereby certifies to Grantee that to the best of Grantor's knowledge the Current Agreement is in full force and effect, that Grantor is not in default or breach of any of its obligations under the Current Agreement, that Grantor has received no notices alleging a default under the Current Agreement, and that as of the date hereof the lessee under the Current Agreement has no claim against Grantor. Grantor agrees to indemnify and hold Grantee harmless from and against all loss, cost, damage, and expense, including, without limitation, reasonable attorney fees, arising out of any act, omission, or default by Grantor under the Current Agreement that occurred prior to the Effective Date.

20. Further Acts; Attorney-In-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

21. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "**Survey**") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

22. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST

EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

23. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

*[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**GRANTOR:**

**WITNESSES:**

San Ysidro School District

Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**ALL CAPACITY ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of officer

[SEAL]

**GRANTEE:**

**WITNESSES:**

**ATC Sequoia LLC**

a Delaware limited liability company

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Acknowledgement**

**GRANTEE**

Commonwealth of Massachusetts

County of Middlesex

On this the \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

{Seal}

**Attachments:**

- Exhibit "A" – Premises
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area
- Exhibit "D" – Current Agreement

Exhibit "A" - Premises

This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises

The land referred to herein is situated in the State of California, County of San Diego, described as follows:

THAT PORTION OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, THENCE ALONG THE ARC OF SAID CURVE THE NORTH-SOUTH CENTER LINE OF SAID SECTION 36, NORTH  $00^{\circ} 42' 06''$  EAST 757.44 FEET TO THE TRUE POINT OF BEGINNING, BEING THE MOST NORTHWESTERLY CORNER OF LAND DESCRIBED IN PARCEL 4 OF A DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 26, 1972 AS FILE NO. 162207 OF OFFICIAL RECORDS, THENCE ALONG THE BOUNDARY OF SAID STATE LAND, ALONG THE NORTHWESTERLY PROLONGATION OF A RADIAL LINE SOUTH  $74^{\circ} 35' 52''$  EAST 27.00 FEET TO A POINT ON THE ARC OF A 1830.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $27^{\circ} 21' 54''$  A DISTANCE OF 874.02 FEET TO A POINT ON THE EASTERLY LINE OF THE WESTERLY 13 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, A RADIAL TO SAID POINT BEARS NORTH  $47^{\circ} 13' 58''$  WEST, THENCE ALONG SAID EASTERLY LINE, NORTH  $00^{\circ} 42' 06''$  EAST 1114.29 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE ALONG SAID NORTH LINE, NORTH  $89^{\circ} 28' 55''$  WEST 246.76 FEET TO A POINT ON THE ARC OF A 1200.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH  $56^{\circ} 32' 11''$  WEST, SAID POINT BEING THE NORTHEASTERLY CORNER OF LAND DESCRIBED IN PARCEL 3 OF SAID DEED TO THE STATE OF CALIFORNIA; THENCE ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF SAID PARCEL 3, SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF  $32^{\circ} 45' 43''$  A DISTANCE OF 686.15 FEET TO AN INTERSECTION WITH THE NORTH-SOUTH CENTER LINE OF SAID SECTION 36; THENCE ALONG SAID NORTH-SOUTH CENTER LINE, SOUTH  $00^{\circ} 42' 06''$  WEST 57.34 FEET TO THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID STATE DEED; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1, SOUTH  $05^{\circ} 34' 27''$  EAST, 203.78 FEET AND SOUTH  $13^{\circ} 34' 22''$  WEST 48.01 FEET TO THE NORTHERLY LINE OF OTAY MESA ROAD (ROAD SURVEY NO. 351) ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO COUNTY; THENCE ALONG SAID NORTHERLY LINE, SOUTH  $27^{\circ} 40' 19''$  WEST 31.60 FEET TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 36; THENCE ALONG SAID NORTH-SOUTH CENTER LINE, SOUTH  $00^{\circ} 42' 06''$  WEST 50.07 FEET TO THE SOUTHERLY LINE OF SAID ROAD SURVEY NO. 351, BEING THE MOST NORTHERLY CORNER OF LAND DESCRIBED IN A DIRECTORS DEED TO EGGER AND GRIFF CO., INC., RECORDED OCTOBER 5, 1973 AS FILE NO. 73-281939 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY

LINE OF SAID LAND, SOUTH 13°34'00" WEST 257.26 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36; THENCE ALONG SAID SOUTH LINE, SOUTH 49°51'27" EAST 26.29 FEET TO THE CENTER OF SAID SECTION 36, SOUTH 66°42'56" WEST 272.31 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THOSE PORTIONS DESCRIBED IN PARCELS 1 AND 2 OF THE ABOVE DESCRIBED DEED TO THE STATE OF CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED IN PARCELS "A" AND "B":

PARCEL "A":

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF OTAY MESA ROAD, HEREINAFTER DESCRIBED WITH THE NORTH-SOUTH CENTER LINE OF SAID SECTION 36, THENCE ALONG SAID NORTHERLY LINE NORTH 87°40'00" EAST, 14.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 87°40'00" EAST, 20.21 FEET; THENCE LEAVING SAID NORTHERLY LINE, FROM A TANGENT WHICH BEARS SOUTH 87°40'00" WEST, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET THROUGH AN ANGLE OF 40°11'32", A DISTANCE OF 21.05 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 42.00 FEET, THROUGH AN ANGLE OF 23°29'47", A DISTANCE OF 68.66 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL "B":

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF OTAY MESA ROAD, HEREINAFTER DESCRIBED WITH THE NORTH-SOUTH CENTER LINE OF SAID SECTION 36; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 87°40'00" EAST, 17.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 87°40'00" EAST, 20.21 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, FROM A TANGENT WHICH BEARS SOUTH 87°40'00" WEST, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THROUGH AN ANGLE OF 40°11'30" A DISTANCE OF 21.04 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 42.00 FEET THROUGH AN ANGLE OF 23°29'47", A DISTANCE OF 68.66 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE LANDS FIRST ABOVE DESCRIBED WHICH LIE EASTERLY OF THE NORTH-SOUTH CENTER LINE OF SAID SECTION 36, AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, MINERAL AND HYDROCARBON SIGNS AND SUBSTANCES IN AND UNDER THE LAND, BUT BENEATH A PLANE 500 FEET BELOW THE SURFACE OF THE LAND, BUT WITHOUT RIGHT OF SURFACE ENTRY AS SET FORTH IN A DEED TO EGGER & OHIO COMPANY, INC., AND RECORDED APRIL 13, 1960 AS FILE NO. 76614 AND APRIL 13, 1960 AS FILE NO. 76615 OF OFFICIAL RECORDS.

End of Legal Description

**Exhibit "B" – Exclusive Easement Area**

*This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements*

The Exclusive Easement Area consists of a 832 square foot portion of the Premises in addition to the 563 square foot area depicted below.

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Situated in the City of San Diego, County of San Diego and State of California:

A parcel of land being out of the West 13 Acres of the Southwest Quarter of the Northeast Quarter of Section 36, Township 18 South, Range 2 West of the San Bernardino Baseline and Meridian, County of San Diego, State of California, being more particularly described as follows:(For the purpose of this description, all bearings are based on California State Plane Zone 406 NAD 83.)

Commencing at the intersection of the east line of the West 13 Acres of the Southwest Quarter of the Northeast Quarter of Section 36 and the Northwestern Right of Way line of the Frontage Road, as shown on a Record of Survey, recorded in the public records of San Diego County in Book Record of Survey Maps, at Page 7935:

THENCE North 00°41'06" East, a distance of 496.67 feet, along said easterly line;

THENCE North 85°16'55" West, a distance of 327.22 feet, to the Point of Beginning of the parcel herein described;

Thence South 06°01'34" East a distance of 23.97 feet to a point for corner;

Thence South 84°03'25" West a distance of 30.14 feet to a point for corner;

Thence South 06°50'35" East a distance of 26.36 feet to the southeasterly corner of the parcel herein described;

Thence South 84°23'41" West a distance of 30.52 feet to the southwesterly corner of the parcel herein described;

Thence North 05°36'19" West a distance of 17.50 feet to a point for corner;

Thence North 84°23'41" East a distance of 14.90 feet to a point for corner;

Thence North 45°16'09 East a distance of 19.76 feet to a point for corner;

Thence North 05°13'31" West a distance of 25.43 feet to the northwesterly corner of the parcel herein described;

Thence South 84°23'57" East a distance of 30.66 feet to the Point of Beginning and containing 0.033 acres (1,452 square feet) of land, more or less.

Exhibit "C" – Access and Utility Easement Area

*This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utilities Easement Area*

All existing utility and access easements from Exclusive Easement Area to public right of way and the proposed utility easement depicted below:

Situated in the City of San Diego, County of San Diego and State of California:

Being a 20 foot strip of land out of the West 13 Acres of the Southwest Quarter of the Northeast Quarter of Section 36, Township 19 South, Range 2 West of the San Bernardino Base-line and Meridian, County of San Diego, State of California, said strip being 10 feet on both sides of the following described centerline: (For the purpose of this description, all bearings are based on California State Plane Zone 406 NAD 83.)

Commencing at the intersection of the east line of the West 13 Acres of the Southwest Quarter of the Northeast Quarter of Section 36 and the Northwestern Right-of-Way line of the Frontage Road, as shown on a Record of Survey, recorded in the public records of San Diego County in Book Record of Survey Maps, at Page 7939:

THENCE North 00°41'05" East, a distance of 496.67 feet, along said easterly line;

THENCE North 89°16'55" West, a distance of 327.22 feet;

Thence South 05°01'24" East a distance of 23.97 feet to a point;

Thence South 64°09'25" West a distance of 30.14 feet to a point;

Thence South 05°50'35" East a distance of 10.00 feet to the Point of Beginning of the centerline herein described:

Thence North 64°09'25" East a distance of 30.14 feet to a point;

Thence South 77°56'52" East a distance of 66.10 feet to a point;

Thence South 41°07'53" East a distance of 70.21 feet to a point;

Thence North 90°00'00" East a distance of 95.60 feet to a point;

Thence South 78°57'45" East a distance of 56.49 feet to a point;

Thence South 02°12'34" East a distance of 419.93 feet to a point;

Thence South 48°47'14" East a distance of 9.29 feet; but to the Point of Termination of said centerline on the westerly right-of-way line of Otay Mesa Road; said 20 foot strip containing 0.343 acres (14,955 square feet) of land, more or less.

**Exhibit "D" – Current Agreement**

Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under that certain Agreement For Cellular Site, dated June 18, 2007, between San Ysidro School District, as grantor, and Verizon Wireless (VAW) LLC dba Verizon Wireless, as grantee; as amended by that certain First Amendment to Agreement, dated October 5, 2007, between San Ysidro School District, as lessor, and Verizon Wireless (VAW) LLC dba Verizon Wireless, as lessee.

Instructions for completing the Resolution and Consent Affidavit

*\*IMPORTANT INFORMATION BELOW\**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

**Prepared by and Return to:**

Attorney Andrew Verwholt, Land Management  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801  
Tax Parcel ID No: 638-070-68-00

---

**RESOLUTION AND CONSENT AFFIDAVIT**

**San Ysidro School District**

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees (collectively "**Affiants**") of the above referenced entity (the "**Seller**"), hereby declare and resolve the following:

1. ATC Sequoia LLC, a Delaware limited liability company (hereinafter "**Buyer**") currently operates or manages a communications tower on a portion of real property on land owned by the Seller pursuant.
2. Seller and Buyer desire to enter into an Option Agreement to Purchase Communications Easement and an Easement and Assignment Agreement (collectively, the "**Easement**") which will grant Buyer a perpetual easement in, over, under, across and through land owned by the Seller and Buyer will provide a one-time, lump-sum payment to Seller as more fully set forth in the Easement.
3. Seller is a legal entity and in full compliance with all applicable laws required by the state in which Seller is located and originally created, or if not in compliance, the Affiants listed hereunder are all the only legal and equitable interest owners of Seller and are the only Members, Partners, Directors, Shareholders or Trustees of Seller.
4. The Affiants hereby consent to the Easement and all provisions therein and declare that Seller is hereby authorized to enter into the Easement with Buyer.
5. The Affiants also declare that they have full legal authority to bind Seller under the laws of the State or Commonwealth upon which Seller's property is located and Affiants have the full authority to execute any and all agreements on behalf of Seller and to nominate individuals to act on Seller's behalf.
6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute the Easement on behalf of Affiants and Seller, as well as any other documents necessary to complete the Easement transaction and comply with the provisions therein. The Nominee shall have full power and authority to act on

behalf of Affiants and on behalf of Seller for the sole purpose of completing the Easement transaction. In addition, the Nominee shall have full authority to direct the manner in which all payments will be made by Buyer to Seller pursuant to the Easement, including identifying which bank accounts to transfer funds to in the event a wire payment is made by Buyer.

**NOMINEE:** (Print Name) \_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_

7. This document shall become effective as of the date of the last notarized signature of Affiants listed below.
8. Buyer and any third party may rely on a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended by addendum or other instrument that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES NEXT]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

Affiant #1

Witnesses

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (*circle only one*) Officer, Partner, Shareholder, Director, Member, Trustee

% Ownership or Voting Interest: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

### ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of officer

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

Affiant #2

Witnesses

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (circle only one) Officer, Partner, Shareholder, Director, Member, Trustee

% Ownership or Voting Interest: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

### ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of officer

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

Affiant #3

Witnesses

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (*circle only one*) Officer, Partner, Shareholder, Director, Member, Trustee

% Ownership or Voting Interest: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

### ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of officer

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

Affiant #4

Witnesses

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: (circle only one) Officer, Partner, Shareholder, Director, Member, Trustee

% Ownership or Voting Interest: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of officer

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

Affiant #5

Witnesses

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: (circle only one) Officer, Partner, Shareholder, Director, Member, Trustee

% Ownership or Voting Interest: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of officer

[SEAL]



CURRICULUM  
&  
INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
La Mirada Elementary  
Luis Ramos, Interim Principal

**AGENDA ITEM:** FIELD TRIP TO STAR OF INDIA MARITIME MUSEUM OF SAN DIEGO

**BACKGROUND INFORMATION:**

The Principal at La Mirada Elementary is requesting approval for approximately 27 fourth grade students, 1 teacher and 3 adult chaperones to visit and stay overnight at the Star of India, Maritime Museum of San Diego. Teacher will be covering California Standards in Social Studies – *Early California History*.

The standards covered during this field trip will be reinforced with pre and post activities.

**RECOMMENDATION:**

Approve the field trip for fourth grade students and chaperones from La Mirada Elementary to the Star of India, Maritime Museum of San Diego, which will be held on March 17, 2017 at a cost not to exceed \$2,896.00 for student fees from the general fund and for transportation fess from the supplemental and concentration fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Yes     No

Are funds for this item available in the 2016-2017 Budget?

Yes     No

Requisition #

\$2,896.00

(Amount)

General and  
Supplemental & Concentration Funds

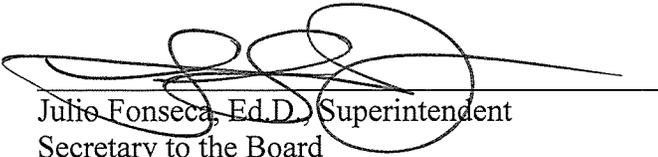
(Name of funding source and/or location)

(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**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** FIELD TRIPS TO HOLIDAY SEASON EVENTS

**BACKGROUND INFORMATION:**

San Ysidro School District students were invited to attend two different events during this holiday season.

- *Holiday Breakfast with CS Keys:* A total of 75 students and 25 chaperones will participate in this event, students will also receive free clothing and toys and adults will receive a gift basket on Saturday December 17, 2016 at The Tilted Kilt in San Diego.
- *Athlete's For Education (AFE) Holiday Bowl and Toy Giveaway:* 50 students will participate in this event. AFE' events supports and reward at-risk youth from disadvantaged areas, with the goal of establishing lasting life skills that act as an investment in our youth and community. This event will be on December 22, 2016 at the Kearny Mesa Bowl.

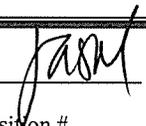
Students and parents will be chaperoned by the District's Student and Family Services Manager and the only cost will be bus transportation to and from the District office.

**RECOMMENDATION:**

Approve the participation of 75 students, 25 parents and a District's chaperone to the following field trips: Holiday Breakfast with CS Keys on December 17, 2016 and Athlete's For Education Holiday Bowl and Toy Giveaway on December 22, 2016 at a cost not to exceed \$1,210.00 for transportation services from the supplemental and concentration fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

\$1,210.00

(Amount)

Supplemental & Concentration Fund

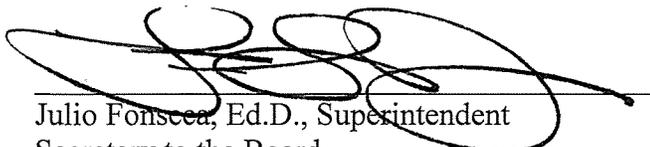
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** TOYS FOR TOTS AT THE SAN YSIDRO MIDDLE SCHOOL'S  
MULTI-CULTURAL CENTER

**BACKGROUND INFORMATION:**

The San Ysidro School District, Casa Familiar and The U. S. Marine Corps Reserve Toys for Tots Program has teamed up to provide toys for children attending the San Ysidro School District. Over 500 children that were registered in October at the Pupil Services Department will receive a toy and a blanket at the San Ysidro Middle School's Multi-Cultural Center on Monday December 19, 2016 from 10:00 a.m. to 2:00 p.m.

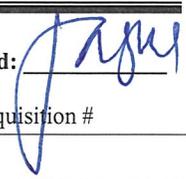
Cost implications will include a custodian and a maintenance employee to assist on this day.

**RECOMMENDATION:**

Approve to host the Toys for Tots event at the San Ysidro Middle School's Multi-Cultural Center on December 19, 2016 at a cost not to exceed \$1,000.00 from the general fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

\$1,000.00

General Fund

(Amount)

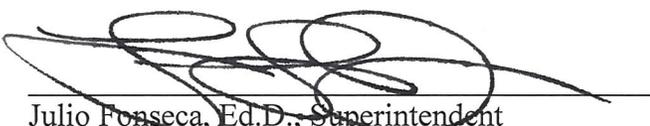
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**14A.3  
Page 1 of 1**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** FIELD TRIP TO PAYLESS SHOE SOURCE AT LAS AMERICAS  
PREMIUM OUTLETS

**BACKGROUND INFORMATION:**

A group of fifty students from La Mirada Elementary were transported to Payless Shoe Source at Las Americas Premium Outlets in San Ysidro on Friday November 18, 2016. In this event, our students received free shoes.

Each child was given a \$25 gift card to pick their own shoes of their liking, plus an extra pair of shoe laces. Students were chaperoned by the District's Student and Family Services Manager along with two Outreach Consultants from La Mirada Elementary.

**RECOMMENDATION:**

Approve/Ratify the participation of fifty students and two chaperones from La Mirada Elementary to the Payless Shoe Source at Las Americas Premium Outlets on November 18, 2016 with a cost of \$117.50 for transportation services from the supplemental and concentration fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *mal*

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

\$117.50

(Amount)

Supplemental and Concentration Fund

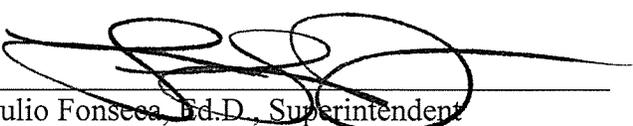
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

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

**BACKGROUND INFORMATION:**

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

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

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

Each school's SPSA has been reviewed and approved by their School Site Councils as required.

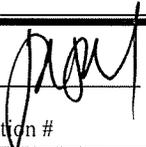
PLANS UNDER SEPARATE COVER

**RECOMMENDATION:**

Approve/Ratify the fall revisions for the 2016-2017 Single Plans for Student Achievement (SPSA) for La Mirada, Smythe, Sunset, Willow, Ocean View Hills, Vista Del Mar, and San Ysidro Middle School.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

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

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENT SERVICES FROM RENAISSANCE  
LEARNING FOR SUPPLEMENTAL READING & MATH PROGRAMS

**BACKGROUND INFORMATION:**

Renaissance Professional Development (PD) empowers teachers along the path to mastering new programs to enrich their learning environment. They will also gain research-based strategies and the support they need for long-term success.

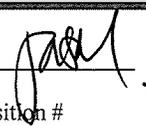
Professional Development services from Renaissance Learning include three onsite days for our Instructional Leads and one onsite day with a reading and assessment coach for each school site. PD dates are to be determined.

**RECOMMENDATION:**

Approve the professional development services from the Renaissance Learning Program for all sites and Instructional Leads at an estimated cost of \$34,186.00 from the Title II fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

\$34,186.00  
(Amount)

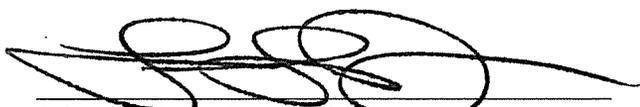
Title II Fund  
(Name of funding source and/or location)

--  
(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**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** DESTINY SOFTWARE UPGRADE FOR FOLLET LIBRARY MANAGER

**BACKGROUND INFORMATION:**

On March 11, 2010, the San Ysidro School District approved the acquisition of the Follet Destiny Library Manager software. The Destiny Library Manager software has provided library staff with a powerful, easy and practical approach to streamline textbook management district wide. Destiny Library Manager has supported site level and district-wide textbook distribution, tracking, and ordering processes to effectively manage the wide variety of textbooks, media and ancillary materials.

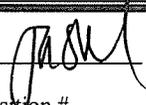
In order to fully provide services to cross over current data, we need to upgrade the existing version of the Destiny software.

**RECOMMENDATION:**

Approve the purchase of the Destiny software upgrade with Follet School Solutions at a cost of \$499.00 from the supplemental and concentration fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

|                      |
|----------------------|
| \$499.00<br>(Amount) |
|----------------------|

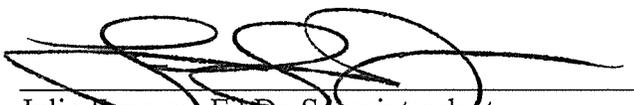
|  |
|--|
| Supplemental & Concentration Funds<br>(Name of funding source and/or location) |
|--|

|                          |
|--------------------------|
| (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**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Human Resources  
Daniel Zummo, Executive Director

**AGENDA ITEM:** 2016 FALL CREDENTIALS WORKSHOP

**BACKGROUND INFORMATION:**

The San Diego County Office of Education (SDCOE) provides various credential workshops throughout the year to keep school districts informed of new and/or changes in credentialing. The 2016 Fall Credentials Workshop will be a great opportunity to meet the SDCOE's credential staff. Topics covered will include: CCAC conference highlights, changes in credentials, Temporary Permit for Statutory Leave (TPSL), PeopleSoft updates, and much more.

It is imperative that the Personnel Technician attend these workshops. Training will be held at the San Diego County Office of Education.

**RECOMMENDATION:**

Approve/Ratify the attendance and participation of Linda Gonzales to the 2016 Fall Credentials Workshop at the San Diego County Office of Education on November 30, 2016 at no cost to the District.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   *Janet*  

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

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

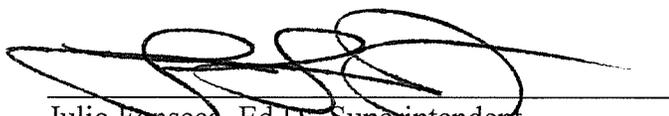
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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** DEVELOPING EMERGENCY OPERATION PLANS TRAINING

**BACKGROUND INFORMATION:**

The Readiness and Emergency Management for Schools (REMS) is hosting a FREE registration training on December 7, 2016 at the American Red Cross in Santa Ana, CA. The 8 hour K-12 101 Train-the-Trainer Program is designed for experienced and potential master trainers from county offices of education (COEs) and local educational agencies (LEAs) who are responsible for training site-based planning teams in the creation, revision, or enhancement of school Emergency Operation Plans (EOPs). It is also designed for other interested stakeholders including first responders, emergency medical services personnel, and law enforcement.

**RECOMMENDATION:**

Approve/Ratify the attendance of Scott Lovelace, District's Security Manager, to the Developing Emergency Operation Plans Training to be held on December 7, 2016 in Santa Ana, CA, at no cost to the District.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: Janet

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition#

Yes     No

Yes     No

N/A  
(Amount)

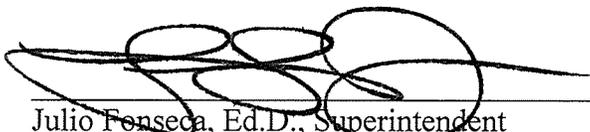
N/A  
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** LEAGUE OF UNITED LATIN AMERICAN CITIZENS (LULAC) MEETINGS

**BACKGROUND INFORMATION:**

The League of United Latin American Citizens (LULAC) is a Latino civil rights organization that was established largely by Hispanic veterans who sought to end ethnic discrimination against Latinos in the United States.

The LULAC of Montebello graciously collected donations for San Ysidro families. Their main goal is to help our District with the homeless situation by creating a concrete plan with our community stakeholders and local community leaders. The LULAC President has invited the Student and Families Services Manager to Montebello to participate in the following events.

- November 14<sup>th</sup> - Pick up donations collected by community members in Montebello, CA.
- December 12<sup>th</sup> – Attend LULAC meeting to accept donations that were collected by members from Los Angeles
- December 13<sup>th</sup> - Pick up donations at Lincoln Park.

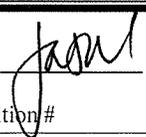
The Los Angeles Times and media will be present to showcase all of the items that were collected for our San Ysidro families.

**RECOMMENDATION:**

Approve/Ratify the participation of Veronica Medina to attend the Montebello LULAC meetings on November 14<sup>th</sup>, December 12<sup>th</sup> and December 13<sup>th</sup>, 2016 at a cost not to exceed \$600.00 from the general fund.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Yes     No

Are funds for this item available in the 2016-2017 Budget?

Yes     No

Requisition #

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** DUAL LANGUAGE AND ENGLISH LEARNER CONFERENCE

**BACKGROUND INFORMATION:**

The Dual Language and English Learner Conference will inspire and equip teachers with tools to transform language instruction. Participants will become reacquainted with the joy of teaching English learners and discover innovative ways to help students succeed. The conference will include topics such as:   
▪ *Explore* the love of language learning through poetry.   
▪ *Learn* best practices in language instruction, assessment, and providing equitable access from researchers and various educators.   
▪ *Support* collaboration and engagement between stakeholders.

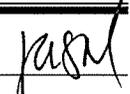
**RECOMMENDATION:**

Approve the attendance and participation of the following Dual Language teachers: Maria Canale, Blanca Morquecho, Jasmine Vega, Sylvia Stupegia, Zenaida Rosario, Patricia Burch, Rita De la Cruz, Daniel Valarezo, Erika Valarezo, Elva De Baca, Whitney Wright, Brenda Huerta, Cecilia Villanueva, Bertha Franco-Lopez and Manuela Colom to the Dual Language and English Learner Conference on January 12-13, 2017 at the San Diego State University at an estimated cost of \$6,168.00 from the Title II fund.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

\$6,168.00

(Amount)

Title II Fund

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** PROJECT LEAD THE WAY CONFERENCE 2017

**BACKGROUND INFORMATION:**

The 6th Annual California Project Lead The Way Conference (PLTW) will take place at the Riverside Convention Center on January, 2017. Workshops will feature in-depth knowledge on the key areas of PLTW and Science, Technology, Engineering & Math (STEM) education for schools in California. This event is for educators and school administrators to interact, learn and engage in PLTW.

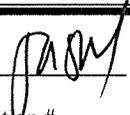
Cost implications include: registration fees, lodging, meals, parking and mileage.

**RECOMMENDATION:**

Approve the attendance and participation of the following staff: Luis Ramos, Nadia Aviles, Joel Tapia, Efrain Burciaga, Maria Rodriguez, Manuel Bojorquez, Roberto Carrillo, Manuela Colom, Mariaelena Delgadillo, Maura Dunn, Sylvia Mayer, Gloria Mena, Kayla Globerson, Norma Campos, Loreana Torres, Eriberto Garcia, David Alvarado, Elva De Baca, Vanessa Murphy, Eliud Lagarda, Catalina Baltazar, Cynthia Arredondo and Elizabeth Gomez to the Project Lead the Way Conference to be held in Riverside, California from January 24-25, 2017 at an estimated cost of \$25,000.00 from the Educator Effectiveness fund.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

Approximate

\$25,000.00

(Amount)

Educator Effectiveness Fund

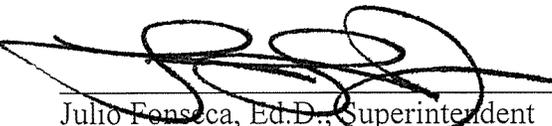
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(Funding account number)

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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**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Special Education  
Janette Ridgels, Interim Director

**AGENDA ITEM:** ALTERNATIVE DISPUTE RESOLUTION TRAINING

**BACKGROUND INFORMATION:**

Presenters, with vast experience specific to special education matters, will guide special education administrators and program specialists through practical applications of effective communication, mediation, and will facilitate IEP skills.

**RECOMMENDATION:**

Approve the attendance and participation of Janette Ridgels, Interim Director of Special Education to the Alternative Dispute Resolution Training, which will be held on February 7, 2017 at the Poway Unified School District at no cost to the District.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: Janet

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition # from PeopleSoft:

Yes     No

Yes     No

N/A  
(Amount)

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

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** CABE CONFERENCE 2017

**BACKGROUND INFORMATION:**

The California Association for Bilingual Education (CABE) promotes and supports educational excellence for all students. CABE Conference 2017 will be held in Anaheim, California, March 29<sup>th</sup> to April 1<sup>st</sup>, 2017. The Annual Conference is a major educational event for school and university personnel, parents and other individuals who work with all students and specifically dual language learners. The CABE Conference has gained a reputation for providing participants with quality, in-depth and innovative professional development. Teachers and DELAC members will be able to participate in high quality seminars and parent involvement workshops and in-depth institutes. All participants will greatly benefit from this professional development opportunity.

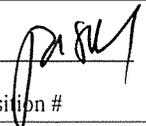
Estimated cost implications include: registration fees, lodging, meals, parking and mileage.

**RECOMMENDATION:**

Approve the attendance and participation of the following staff: Leonor Partida, Gloria Mena, Vikki Viramontes, Zenaida Rosario, Rita De la Cruz, Adriana Aguilar, Shirley Kinney, Rosa Coords, Roberto Carrillo, Brenda Huerta, Martha Sanchez, Maria Rodriguez, Marisa Dorado, Juana Marin, Veronica Medina and DELAC parents: Catalina Hernandez and Zulema Cruz to the 2017 CABE Conference to be held in Anaheim, California from March 29<sup>th</sup> to April 1<sup>st</sup>, 2017 at an estimated cost of \$27,500.00 from Title III, EIA fund.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

Estimate

\$27,500.00

(Amount)

Title III, EIA Fund

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Manuela Colom, Executive Director

**AGENDA ITEM:** CUE 2017 NATIONAL CONFERENCE - UPDATE

**BACKGROUND INFORMATION:**

CUE, Inc. is a professional organization of educators that supports the use of technology in education. For over 35 years, technology-using educators have been meeting at the CUE Conference to advance student achievement at all levels of education and to address the use of Education Technology in instruction, administration, curriculum and management.

On November 10, 2016, the Governing Board approved the participation of staff to attend the CUE National Conference. This update is to include the Principal of Sunset School.

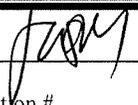
Cost implications are estimated at \$11,500.00 and include: registration fees, lodging, mileage, parking and meals.

**RECOMMENDATION:**

Approve the update of the participants to the CUE National Conference to include Efrain Burciaga, Principal from Sunset School. Conference will be held at Palm Springs on March 16-18, 2017 at an estimated cost of \$15,000.00 from the educator effectiveness and supplemental and concentration funds.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

Estimate:

\$15,000.00

(Amount)

Educator Effectiveness and  
Supplemental & Concentration Funds

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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