

South Bay Union School District Board of Trustees Meeting

Thursday
August 26, 2021
Zoom Conferencing

This meeting will be recorded.

Welcome

Welcome to the meeting of the South Bay Union School District Board of Trustees. As a courtesy to others, we ask that you silence your cell phones during the meeting. Your cooperation is appreciated.

If you wish to address the Board of Trustees

The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board, matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard it the Board shall provide an opportunity for the public to speak. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits. Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. Speakers are not permitted to yield their time to another person. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. The Board president may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the chair to terminate the privilege of addressing the Board.

Brown Act

In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the Board of Trustees in advance of its meetings, may be viewed at the South Bay Union School District located at 601 Elm Avenue, Imperial Beach, California 91932. In addition, if you would like a copy of any record related to an item on the agenda, please contact the Superintendent's Office at 619-628-1605. Also, in accordance with the Brown Act, all public Board meeting tape recordings are available for review for 30 days following the meeting, after which they are recycled. Please contact the Superintendent's Office at 619-628-1605 if you wish to schedule an appointment to review the tape recording.

Compliance with the Americans with Disabilities Act (ADA)

The South Bay Union School District, in compliance with the Americans with Disabilities Act (ADA) and California Government Code section 54953.2 reads "All meetings of a legislative body of a local agency that are open and public shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Upon written request to the District, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Contact the Superintendent's Office at 619-628-1605 for specific information on resources/programs that may be available for such accommodation at least 48 hours in advance of meetings and five days in advance of scheduled services and activities. Translation and Hearing-Impaired services are also available."

Cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA)

El distrito Escolar de South Bay Union, en cumplimiento con la Ley de las Américas con Discapacidades (ADA) y la sección 54953.2 del Código gubernamental de California, dice: ' Todas las reuniones de un órgano legislativo de una agencia local que sean abiertas y públicas deberán cumplir con las protecciones y prohibiciones contenidas en la Sección 202 de la Ley de Estadounidenses con Discapacidades de 1990 (42 U.S.C. Artículo 12132),y las normas y reglamentos federales adoptados en aplicación de los mismos. A petición por escrito al Distrito, se proporcionarán modificaciones o adaptaciones relacionadas con la discapacidad, incluyendo ayudas o servicios auxiliares. Comuníquese con la oficina del Superintendente al 619-628-1605 para obtener información específica sobre los recursos/programas que pueden estar disponibles para dicho alojamiento al menos 48 horas antes de las reuniones y cinco días antes de los servicios y actividades programadas. También hay servicios de

traducción y con discapacidad auditiva.'

The South Bay Union School District is an Equal Opportunity Employer

The South Bay Union School District is committed to providing equal educational, contracting, and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District official who monitors compliance is the Assistant Superintendent of Human Resources and Organizational Development, 601 Elm Avenue, Imperial Beach, CA 91932, phone 619-628-1690. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resources and Organizational Development Office.

**South Bay Union School District
Board of Trustees Meeting
Zoom Conferencing
August 26, 2021
Agenda**

1. CLOSED SESSION - 4:30 PM, ZOOM CONFERENCE

- Pledge of Allegiance.
- Public Comments. Public comments may be submitted via email to acooper@sbusd.org before 4:30 PM.
- Conference with Labor Negotiators (Government Code Section 54957.6).
 - Employee Organizations: Certificated/Classified/Management.
 - Designated Attendees: Katie McNamara, Tim Glover, Janea Marking, and Jonathan Pearl.
- Adjournment.

2. ZOOM CONFERENCE INFORMATION

The South Bay Union Board of Trustees will be holding their Regular Board Meeting via Zoom Conferencing. You may access this meeting via this link:

<https://us02web.zoom.us/j/84445545344>

In lieu of in-person attendance and only during the time of this public health crisis, members of the public can submit their comments on agenda and non-agenda items via email to acooper@sbusd.org.

Comments for the "Public Comments" section of the agenda must be received by the time the President opens that portion of the agenda. Comments for agenda items will be accepted until the President announces that public comment for that item is closed. A recess may be called to allow District staff to review the correspondence. The Board welcomes your comments and your continued participation and involvement in the District's decision-making process.

Email Structure

- **Subject:** Agenda Item Number and Short Description
- **Body Text:** Your comment will be read aloud and entered into the record. Comments will be limited to three minutes.

REGULAR BOARD MEETING - 6:00 PM, BURRESS AUDITORIUM

3. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Call to order by President Doyle at ____ PM.

Roll Call:

Mary Doyle, President	Present ____	Absent ____
Louis Barrios, Vice President	Present ____	Absent ____
Cheryl Quinones, Clerk	Present ____	Absent ____
Marco Amaral, Member	Present ____	Absent ____

Jannet Medina, Member

Present ____ Absent ____

Pledge of Allegiance

A Trustee will lead the Pledge of Allegiance.

4. **REPORT OF ACTION TAKEN IN CLOSED SESSION**

5. **CHANGES IN THE AGENDA**

At this time, Trustees or Executive Team members may recommend changing the order of agenda items and/or request that an item from the Consent Calendar be placed within the Discussion/Action section of the Board Meeting. The Secretary will keep track of any recommendations. Please note, no new items may be added without advance public notice.

6. **APPROVAL OF MEETING AGENDA**

Approve the August 26, 2021 Regular Board Meeting Agenda after determining any changes to the Order of Business.

Motion ____ **Second** ____ **Vote** ____

7. **COMMUNICATIONS TO THE BOARD OF TRUSTEES**

Five Minute Limit per Group

- Educational Leadership
- Capital Projects
- South Bay PTA Council
- South Bay Union School District Education Foundation
- California School Employees Association, Chapter 59 (CSEA)
- Southwest Teachers Association (SWTA)
- District Superintendent

8. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

9. **DISCUSSION/ACTION ITEMS**

GENERAL FUNCTIONS

A. Leadership Associates Update

Recognize **Rich Thome and Dennis Smith** from Leadership Associates for a presentation on the Stakeholder Input Sessions and Online Survey results.

B. Governance Documents - First and Final Reading

Recognize **Superintendent Katie McNamara**, review the Board Governance Documents, provide comments/direction, and **approve** for First and Final Reading.

- BP 2121 - Superintendent's Contract
- BP 3110 - Transfer of Funds
- BP/AR 3230 - Federal Grant Funds
- AR 3320 - Claims and Actions against the District
- BP 3452 - Student Activity Funds
- BP 3600 - Consultants
- BB 9012 - Board Member Electronic Communications
- BB 9320 - Meetings and Notices
- BB 9324 - Board Minutes and Recordings

Motion ____ **Second** ____ **Vote** ____

EDUCATIONAL LEADERSHIP

C. EL Master Plan/Roadmap

Recognize **Director Rigo Lara and Coordinator Lisa Celaya** for a presentation and **adopt** the EL Master Plan/Roadmap.

Motion _____ **Second** _____ **Vote** _____

D. Enrollment/Attendance Report

Recognize **Director Pamela Reichert-Montiel** for a presentation on enrollment and attendance.

BUSINESS SERVICES

E. Resolution 21-014

Recognize **Assistant Superintendent Janea Marking** and **adopt** Resolution 21-014, Emergency Waiver for the installation of CO2 monitors on District-wide HVAC systems.

Motion _____ **Second** _____ **Vote** _____

CONSENT CALENDAR

All matters listed on the Consent Calendar will be enacted in one motion in the form listed below. Prior to approval of the meeting agenda, there was an opportunity to request placing Consent Calendar items in the Discussion/Action section of the Board Meeting. There will be no discussion on these items prior to the Board vote. The Superintendent and staff recommend approval/adoption/ratification/acceptance of all Consent Calendar items, unless otherwise noted.

Motion _____ **Second** _____ **Vote** _____

GENERAL FUNCTIONS

F. Minutes

Approve the Minutes of the Regular Meeting on July 22, 2021 and the Special Meeting on July 29, 2021.

G. Resolution 21-013

Adopt Resolution 21-013 terminating the suspension of competitive bidding requirements authorized by Resolution 20-007.

H. Proclamation - Attendance Awareness Month

Adopt the Proclamation recognizing Attendance Awareness Month in September 2021.

EDUCATIONAL LEADERSHIP

I. Agreement for Improving Chronic Absence Network

Approve the agreement with the San Diego County Office of Education for participation in the Improving Chronic Absence Network (ICAN).

J. Agreements for Middle School Sports

Approve the agreements for Middle School sports.

K. Addendum to Agreement with Maxim Healthcare Staffing Services

Approve the Addendum to the agreement with Maxim Healthcare Staffing Services.

L. Agreement with the Koonings Center

Approve the agreement with the Koonings Center for Non-Public School placements.

M. Confidential Settlement Agreement - SSID# 3911889971 Perm ID: 1116507

Approve the Confidential Settlement Agreement.

N. Confidential Settlement Agreement - SSID# 2279503664 Perm ID: 1107682

Approve the Confidential Settlement Agreement.

- O. Outdoor Education Agreement**
Approve the Outdoor Education agreement.

BUSINESS SERVICES

- P. Warrant and Check Registers**
Approve/ratify the school district warrants and checks as listed.
- Q. Purchase Order Reports 14 and 2**
Approve/ratify the Purchase Orders listed on Purchase Order Reports 14 and 2.
- R. Change Order**
Approve the Change Order to Bid 321 regarding the field at Pence School.
- S. Memorandum of Understanding - SWTA**
Approve/ratify the Memorandum of Understanding with SWTA regarding certificated evaluations for 2021-2022.

HUMAN RESOURCES

- T. Activity Lists**
Approve the Certificated and Classified Activity Lists.
- U. Agreement with CSU, Northridge**
Approve the Clinical Practicum Agreement with CSU, Northridge.
- V. Temporary Classified Substitute Daily Premium**
Approve an additional temporary premium of \$100/day in addition to the hours worked at the designated rate of pay for Classified Custodial, Maintenance, and Landscaping Substitutes effective July 1, 2021-December 31, 2021, subject to extension based on Executive Team recommendation/availability of funds.

10. **COMMUNICATIONS FROM THE BOARD OF TRUSTEES (3 minute limit per Trustee)**

11. **ADJOURNMENT**

Meeting adjourned by Board President at ____ PM.

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Board of Trustees
FROM: Board of Trustees
SUBJECT: Leadership Associates Update

BACKGROUND INFORMATION

On July 22, 2021, the Board approved a contract with Leadership Associates to conduct the search for the District's new Superintendent.

CURRENT CONSIDERATIONS

Leadership Associates will present the results of the online survey and community input sessions.

IMPACT ON STUDENT ACHIEVEMENT

There is no impact on student achievement related to this item.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

There are no financial implications related to this item.

RECOMMENDATION

It is respectfully requested that the Board recognize Rich Thome and Dennis Smith from Leadership Associates for a presentation on the Stakeholder Input Sessions and Online Survey results.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Board of Trustees
FROM: Katie McNamara, Ed.D., District Superintendent
SUBJECT: Governance Documents - First and Final Reading

BACKGROUND INFORMATION

The SBUSD Board of Trustees has identified the ongoing review and updates of Board Bylaws, Board Policies, and Administrative Regulations as a high priority to make sure they meet state and federal guidelines and to reflect current Board philosophy and any changes in District practice. The Board recognizes that establishing policy and direction is one of its main responsibilities in governance.

CURRENT CONSIDERATIONS

The attached summary (Exhibit) describes the updates to the following Governance Documents for comments/direction and approval for First and Final Reading (Exhibits):

- BP 2121 - Superintendent's Contract
- BP 3110 - Transfer of Funds
- BP/AR 3230 - Federal Grant Funds
- AR 3320 - Claims and Actions against the District
- BP 3452 - Student Activity Funds
- BP 3600 - Consultants
- BB 9012 - Board Member Electronic Communications
- BB 9320 - Meetings and Notices
- BB 9324 - Board Minutes and Recordings

IMPACT ON STUDENT ACHIEVEMENT

Keeping District Bylaws, Board Policies and Administrative Regulations up-to-date supports student educational success.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

There are no financial implications related to this item.

SUPERINTENDENT'S RECOMMENDATION

It is respectfully requested that the Board of Trustees review the Board Governance Documents, provide comments/direction, and approve for First and Final Reading.

ATTACHMENTS:

Description	Upload Date	Type
Summary	8/5/2021	Exhibit
BP 2121	8/5/2021	Exhibit
BP 3110	8/5/2021	Exhibit
BP 3230	8/5/2021	Exhibit
AR 3230	8/5/2021	Exhibit

AR 3320	8/5/2021	Exhibit
BP 3452	8/5/2021	Exhibit
BP 3600	8/5/2021	Exhibit
BB 9012	8/5/2021	Exhibit
BB 9320	8/5/2021	Exhibit
BB 9324	8/5/2021	Exhibit

Governance Documents – First and Final Reading
August 26, 2021
Summary

BP 2121 – Superintendent's Contract

Policy updated to add professional development as an optional component that may be addressed in the superintendent's contract, consistent with CSBA's Superintendent Contract Template. Section on "Termination of Contract" deletes material related to maximum cash settlement requirements for contracts executed prior to January 1, 2016, since state law limits the term of the contract to a maximum of four years.

BP 3110 – Transfer of Funds

Policy updated to reflect new law (SB 98, 2020) which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

BP/AR 3230 – Federal Grant Funds

Policy updated to reflect new federal regulations (85 Fed. Reg. 49506), effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance, which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant. Regulation updated to reflect new federal regulations (85 Fed. Reg. 49506), effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant.

AR 3320 – Claims and Actions Against the District

Regulation updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects new law (SB 1473, 2020) which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Governance Document Legend

Text – New Language

~~Text~~ – Deleted Language

Text – New CSBA Language

BP 3452 – Student Activity Funds

Policy updated to clarify that the policy does not apply to school-connected organizations that are not composed entirely of students or subject to the board's control and regulation. Section on "Fundraising" adds a reference to policy that addresses online fundraising, and addresses fundraising events that involve the sale of foods and/or beverages. Section on "Management and Reporting of Funds" updated to reflect Governmental Accounting Standards Board (GASB) Statement 84, which provides that, if the district has administrative or direct financial involvement with the student organization's assets, as defined, the student activity fund may be considered a governmental fund subject to specific accounting and financial reporting requirements.

BP 3600 – Consultants

Policy updated to reflect new law (AB 2257, 2020) which recodifies the three-part test established in *Dynamex Operations West, Inc. v. Superior Court of Los Angeles* to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor, and NEW LAWS (AB 2257 and AB 323, 2020) which establish exceptions to the use of the three-part test. Requirement to afford equal opportunity for contracts revised to add ethnicity and reflect new law (AB 3364, 2020) which changes the term "military and veteran status" to "veteran or military status."

BB 9012 – Board Member Electronic Communications

Bylaw updated to clarify that electronic communications should not be used as a means to restrict access to a public forum, that meeting locations include teleconference locations, and that the prohibition against serial meetings includes a series of communications directly or through intermediaries. Bylaw reflects new law (AB 992, 2020) which authorizes board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as long as a majority of the board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the board, board members do not respond directly to any communication from other board members, and board members do not comment on or use digital icons to express reactions to communications made by other board members. Bylaw also references court decisions, which clarify that a public official's social media account, which includes discussion of public business, may be considered a public forum from which the official cannot exclude access or comments by members of the public based on viewpoint.

BB 9320 – Meetings and Notices

Bylaw updated to clarify that meeting locations include teleconference locations and reflect new law (AB 992, 2020) which authorizes board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as long as a majority of the board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the board, board members do not respond directly to any communication from other board members, and board members do not comment on or use digital icons to express reactions to communications made by other board members. Bylaw also updated to clarify the vote requirements for holding a closed session during an emergency meeting and for adjourning or continuing a board meeting to a later time or location.

BB 9324 – Board Minutes and Recordings

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

Governance Document Legend

Bold Text – New Language

~~Strikethrough Text~~ – Deleted Language

Bold and Highlighted Text – New CSBA Language

1 **BOARD POLICY**
2 **Administration**

BP 2121 (a)

3
4 **SUPERINTENDENT'S CONTRACT**
5
6

7 The Governing Board believes that the Superintendent's employment contract should outline the
8 framework through which the Board and Superintendent **will** ~~are to~~ work together **as a**
9 **governance team** to achieve district goals and objectives. When approving the
10 Superintendent's employment contract, the Board shall consider the **value of** ~~need for~~ stability
11 in district administration, ~~and shall ensure~~ the best use of district resources, **and the Board's**
12 **duty to ensure accountability to the public for the performance of the district's schools.**
13

14 *(cf. 0200 - Goals for the School District)*

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

16 *(cf. 2120 - Superintendent Recruitment and Selection)*

17 *(cf. 4312.1 - Contracts)*

18 *(cf. 9000 - Role of the Board)*
19

20 The contract shall be reviewed by the district's legal counsel and may include the following:
21

- 22 1. Term of the contract, which shall be for no more than four years pursuant to Education Code
23 35031.
- 24
- 25 2. Length of the work year and hours of work.
- 26
- 27 **3. Salary, health and welfare benefits, and other compensation for the position, including a**
28 **statement that any subsequent increase in the Superintendent's salary shall be at the**
29 **sole discretion of the Board.**
30

31 *(cf. 4154/4254/4354 - Health and Welfare Benefits)*
32

- 33 4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with
34 Board policies, regulations, and guidelines applicable to other professional administrative
35 staff.
36

37 *(cf. 3350 - Travel Expenses)*
38

39 The contract may also address payment for professional dues and activities, the district's
40 provision of cell phones or other technological devices, and the Superintendent's use of **a**
41 ~~his/her~~ personal vehicle.
42

43 *(cf. 4040 - Employee Use of Technology)*
44

- 45 5. Vacation, illness and injury leave, and personal leaves.
46

47 *(cf. 4161/4261/4361 - Leaves)*

48 *(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*

49 *(cf. 4161.2/4261.2/4361.2 - Personal Leaves)*

50 *(cf. 4161.5/4261.5/4361.5 - Military Leave)*

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

6. Professional Development.

7. General duties and responsibilities of the position.

(cf. 2110 - Superintendent Responsibilities and Duties)

8. Criteria, process, and procedure for annual evaluation of the Superintendent.

(cf. 2140 - Evaluation of the Superintendent)

~~9. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board.~~

10. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract.

11. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board **in writing and** in a timely manner of the requirement to give notice.

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

12. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date.

13. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in **the Superintendent's** his/her official capacity in the performance of **employment-related** duties ~~related to his/her employment.~~

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session)

~~(cf. 9321.1 - Closed Session Actions and Reports)~~

Terms of the contract shall remain confidential until the ratification process commences.

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

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54957.6)

(cf. 1340 - Access to District Records)

(cf. 3580 – District records)

Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, **the maximum** any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed **the Superintendent's** his/her monthly salary multiplied by the number of months left on the contract **or the Superintendent's monthly salary multiplied by 12, whichever is less.** , if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, **the Superintendent** he/she shall reimburse the district for payments **received** he/she receives as paid leave salary pending investigation or as cash settlement upon his/her

151 termination, and for any funds expended by the district in defending **the Superintendent** in
152 his/her defense against a crime involving **the Superintendent's** his/her office or position.
153 (Government Code 53243-53243.4, 53260)
154
155

156 *Legal Reference:*
157

158 EDUCATION CODE

159 35031 Term of employment

160 41325-41328 Conditions of emergency apportionment

161 GOVERNMENT CODE

162 3511.1-3511.2 Local agency executives

163 6250-6270 California Public Records Act

164 53243-53243.4 Abuse of office

165 53260-53264 Employment contracts

166 54953 Oral summary of recommended salary and benefits of superintendent

167 54954 Time and place of regular meetings

168 54956 Special meetings

169 54957 Closed session personnel matters

170 54957.1 Closed session, public report of action taken

171 54957.6 Closed sessions regarding employee matters

172 UNITED STATES CODE, TITLE 26

173 105 Self-insured medical reimbursement plan; definition of highly compensated individual

174 UNITED STATES CODE, TITLE 42

175 300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

176 CODE OF FEDERAL REGULATIONS, TITLE 26

177 1.105-11 Self-insured medical reimbursement plan

178 COURT DECISIONS

179 San Diego Union v. City Council (1983) 146 Cal.App.3d 947

180 ATTORNEY GENERAL OPINIONS

181 57 Ops. Cal. Atty. Gen. 209 (1974)
182

183 *Management Resources:*
184

185 CSBA PUBLICATIONS

186 Superintendent Contract Template

187 ATTORNEY GENERAL PUBLICATIONS

188 The Brown Act: Open Meetings for Local Legislative Bodies, 2003

189 WEB SITES

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

191 Association of California School Administrators: <http://www.acsa.org>

192 California Office of the Attorney General: <http://oag.ca.gov>
193
194
195
196

197 Policy

SOUTH BAY UNION SCHOOL DISTRICT

198 Approved: December 8, 1994

Imperial Beach, California

199 Revised: May 18, 2006, October 13, 2016

200 December 7, 2017, ____, 2021

1 **BOARD POLICY**

BP 3110 (a)

2 **Business and Noninstructional Operations**

3
4 **TRANSFER OF FUNDS**

5
6
7 The Governing Board recognizes its responsibility to monitor the district's fiscal
8 practices to ensure accountability regarding the expenditure of public funds and
9 compliance with legal requirements.

10
11 *(cf. 0460 - Local Control and Accountability Plan)*

12 *(cf. 3100 - Budget)*

13 *(cf. 3400 - Management of District Assets/Accounts)*

14 *(cf. 3460 - Financial Reports and Accountability)*

15
16 The total amount budgeted by the district for each major classification of expenditures,
17 as listed in the California Department of Education's budget forms, shall be the
18 maximum amount which the district may expend for that classification for the school
19 year. (Education Code 42600)

20
21 However, when it is in the best interest of the district, the Board may:

- 22
23 1. At any time, adopt a written resolution providing for transfers from the designated
24 fund balance or the unappropriated fund balance to any expenditure classification or
25 between classifications. The resolution shall be filed with the County Superintendent
26 of Schools and the county auditor. (Education Code 42600)

27
28 **(cf. 9323.2 – Actions by the Board)**

- 29
30 2. Direct the temporary transfer of monies held in any district fund or account to
31 another fund or account as necessary for the payment of obligations. Such
32 borrowing shall occur only when the fund or account receiving the money will earn
33 sufficient income during the current fiscal year to repay the amount transferred. No
34 more than 75 percent of the maximum amount held in any fund or account during
35 the current fiscal year may be transferred. Amounts transferred shall be repaid in
36 the same fiscal year, or in the following fiscal year if the transfer takes place within
37 the final 120 calendar days of a fiscal year. (Education Code 42603)

38
39 **For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments**
40 **owed to districts, the Board may direct the temporary transfer of up to 85**
41 **percent of the maximum amount held in any fund or account during the**
42 **current fiscal year for the payment of obligations. Such borrowing shall occur**
43 **only when the fund or account receiving the money will earn sufficient income**
44 **during the current fiscal year to repay the amount transferred. Prior to**

46 **BOARD POLICY**

BP 3110 (b)

47 **Business and Noninstructional Operations**

48
49 **TRANSFER OF FUNDS**

50
51
52 **exercising this authority, the Board shall hold a public hearing and adopt a**
53 **resolution authorizing such transfer. (Education Code 42603.1)**

- 54 3. At the close of a school year, request that the County Superintendent make transfers
55 between the designated fund balance or the unappropriated fund balance and any
56 expenditure classification(s), or balance any expenditure classifications of the district
57 budget as necessary for the payment of obligations incurred during that school year.
58 (Education Code 42601)
59
- 60 4. ~~Specify amounts to be transferred by the county auditor and treasurer from the~~
61 ~~district's general fund to the special reserve fund during the fiscal year.~~ If any
62 special reserve funds ~~that~~ are maintained for ~~purposes other than~~ capital outlay or
63 **other purposes pursuant to Education Code 42842** ~~if monies in the special~~
64 ~~reserve fund~~ are not actually encumbered for ongoing expenses, ~~the Board may~~
65 transfer those monies into the general fund for the general operating purposes of the
66 district. If any monies remain in the special reserve fund at the conclusion of a
67 project, the Board may, **submit a** by written request to the County Superintendent,
68 **A**uditor, and **T**reasurer, **to discontinue the special reserve fund and** transfer
69 those monies to the district's general fund. (Education Code 42841-42843)
70
- 71 5. Transfer monies between other funds or accounts when authorized by law.
72
73

74 *Legal Reference:*

75
76 **EDUCATION CODE**

77 78 Definition, governing board

78 5200 Districts governed by boards of education

79 16095 Transfer of district funds to district state school building fund

80 41301 Section A state school fund allocation schedule

81 42125 Designated and unappropriated fund balances

82 42238-42251 Apportionments to districts, especially:

83 42238.01-42238.07 Local control funding formula

84 42600 District budget limitation on expenditure

85 42601 Transfers between funds to permit payment of obligations at close of year

86 42603 **Temporary** Transfer of monies held in any fund or account to another fund;
87 repayment

88 **42603.1 Temporary transfer of monies held in any fund or account to another**
89 **fund; state deferrals; fiscal year 2020-21 and 2021-22**

90 42840-42843 Special reserve fund

52616.4 Expenditures from adult education fund

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

WEB SITES

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

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

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Board Policy

Approved: February 13, 2014

Revised: ____, 2021

SOUTH BAY UNION SCHOOL DISTRICT

Imperial Beach, California

BOARD POLICY**Business and Noninstructional Operations****FEDERAL GRANT FUNDS**

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial ~~and performance~~ results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 328 and 200.328 329.

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes.

5. Comparison of actual expenditures with budgeted amounts for each federal award.

6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305.

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award.

50 *(cf. 3400 - Management of District Assets/Accounts)*

51 **BOARD POLICY**

BP 3230

52 **(b)**

53 **Business and Noninstructional Operations**

54

55 **FEDERAL GRANT FUNDS**

56

57

58 The Superintendent or designee shall develop and implement appropriate internal control
59 processes to reasonably assure that transactions are properly executed, recorded, and
60 accounted for so that the district can prepare reliable financial statements and federal reports,
61 maintain accountability over assets, and demonstrate compliance with federal laws,
62 regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

63

64 Equipment purchased with federal funds shall be properly inventoried and adequately
65 maintained to safeguard against loss, damage, or theft of the property.

66

67 *(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*

68 *(cf. 3440 - Inventories)*

69 *(cf. 3512 - Equipment)*

70

71 All staff involved in the administration or implementation of programs and activities supported
72 by federal funds shall receive information and training on the allowable use of federal funds,
73 purchasing procedures, and reporting processes commensurate with their duties.

74

75 *(cf. 4131 - Staff Development)*

76 *(cf. 4231 - Staff Development)*

77 *(cf. 4331 - Staff Development)*

78

79 The district shall submit **financial and** performance reports to the awarding agency in
80 accordance with the schedule and indicators required for that federal grant by law and the
81 awarding agency. As required, such reports may include a comparison of actual
82 accomplishments to the objectives of the federal award, the relationship between financial
83 data and performance accomplishments, the reasons that established goals were not met if
84 applicable, cost information to demonstrate cost effective practices, analysis and explanation
85 of any cost overruns or high unit costs, and other relevant information. The final performance
86 report shall be submitted ~~within 90~~ **no later than 120 calendar** days after the ending date of
87 the grant. (2 CFR 200.301, 200.328, **200.329**)

88

89 *(cf. 0500 - Accountability)*

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

91

92

93

94

95

96

97

98

99 BOARD POLICY

100 (c)

101 Business and Noninstructional Operations

102

103 FEDERAL GRANT FUNDS

104

105

106 *Legal Reference:*

107

108 EDUCATION CODE

109 42122-42129 Budget requirements

110 **64001 School plan for student achievement, consolidated application programs**

111 CODE OF FEDERAL REGULATIONS, TITLE 2

112 180.220 Amount of contract subject to suspension and debarment rules

113 200.0-200.521 Federal uniform grant guidance, especially:

114 200.1-200.99 Definitions

115 200.100-200.113 General provisions

116 200.317-200.326 Procurement standards

117 200.327-200.329 Monitoring and reporting

118 200.333-200.337 Record retention

119 200.400-200.475 Cost principles

120 200.500-200.521 Audit requirements

121 CODE OF FEDERAL REGULATIONS, TITLE 34

122 76.730-76.731 Records related to federal grant programs

123 CODE OF FEDERAL REGULATIONS, TITLE 48

124 2.101 Federal acquisition regulation; definitions

125

126 *Management Resources:*

127

128 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

129 California Department of Education Audit Guide

130 California School Accounting Manual

131 EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

132 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

133 U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

134 Questions and Answers Regarding 2 CFR Part 200, **March 17, 2016**

135 WEB SITES

136 California Department of Education: <http://www.cde.ca.gov>137 Education Audit Appeals Panel: <http://www.eaap.ca.gov>

138 Office of Management and Budget, Uniform Guidance:

139 <https://www.whitehouse.gov/omb/grants-docs>140 State Controller's Office: <http://www.sco.ca.gov>141 System for Award Management (SAM): <http://www.sam.gov/portal/SAM/###11>142 U.S. Department of Education: <http://www.ed.gov>143 U.S. Government Accountability Office: <http://www.gao.gov>

144

145

146 Policy

147 Adopted: December 8, 2016

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

ADMINISTRATIVE REGULATION

AR 3230 (a)

Business and Noninstructional Operations

FEDERAL GRANT FUNDS

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure **of federal funds** in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the **federal grant** award. ~~He/she~~ **The Superintendent or designee** shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than **90 120** days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.**343 344**)

Procurement

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards **specified contained** in 2 CFR 200.317-200.**326 327** and Appendix II of Part 200, ~~or~~ **and** with any applicable state **law bidding or procurement law** or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property.

ADMINISTRATIVE REGULATION
Business and Noninstructional Operations

AR 3230 (b)

FEDERAL GRANT FUNDS

(2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold **established by the district** specified in **accordance with** 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available **exclusively** from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract **whose for which the** cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (**2 CFR 200.328 318**)

ADMINISTRATIVE REGULATION

AR 3230 (c)

Business and Noninstructional Operations

FEDERAL GRANT FUNDS

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213 214)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards. (2 CFR 200.326 327)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

ADMINISTRATIVE REGULATION

AR 3230 (d)

Business and Noninstructional Operations

FEDERAL GRANT FUNDS

Conflict of Interest

No Governing Board member, district employee, or other district representative shall not participate in the selection, award, or administration of a contract supported by federal funds if he/she they has have a real or apparent conflict of interest, such as when they he/she or a member of his/her their immediate family, his/her their partner, or an organization which employs or is about to employ any of them has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System))

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

ADMINISTRATIVE REGULATION

AR 3230 (e)

Business and Noninstructional Operations

FEDERAL GRANT FUNDS

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, ~~including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program,~~ shall document the amount of time they spend on grant activities. **Such records shall be incorporated into the official records of the district and shall be subject to system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430.** (2 CFR 200.430)

Salaries and wages of employees whose salary is paid with state or local funds but are used to meet a cost-sharing or matching requirement of the federal grant shall be documented in the same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333-334, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333-334)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501) The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific

audit guide. (2 CFR 200.512) In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

Regulation

Approved: December 8, 2016

Revised: May 24, 2018
____, 2021

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

ADMINISTRATIVE REGULATION**Business and Noninstructional Operations****CLAIMS AND ACTIONS AGAINST THE DISTRICT**

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Unless otherwise provided by law, prior to filing a lawsuit against the district for money or damages, a written claim shall be filed in accordance with the following administrative regulation. **a written claim shall be presented to and acted upon by the Governing Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.**

Time Limitations

The following time limitations apply to claims against the district: **to the presentation of claims for money or damages against the district:**

~~Claims for money or damages relating to childhood sexual abuse or any other cause of action specifically excepted from the Government Claims Act by Government Code 905 and for which a statute or regulation provides a claims presentation procedure shall be filed in accordance with the applicable governing statute or regulation. (Government Code 905, 935)~~

~~(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)~~

~~(cf. 5141.4 - Child Abuse Prevention and Reporting)~~

~~In accordance with the Governing Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 and which are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 935)~~

~~Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 911.2)~~

~~Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)~~

Receipt of Claims

~~A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub post office, substation, or mail chute, or other similar facility maintained by the U.S. Government, in a sealed envelope properly addressed to the district office with postage paid, or~~

~~when otherwise actually received in the district office or by the Board secretary or clerk.
(Government Code 915, 915.2)~~

~~Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.~~

~~Review of Contents of the Claim~~

~~The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:~~

- ~~• The name and post office address of the claimant.~~
- ~~• The post office address to which the person presenting the claim desires notices to be sent.~~
- ~~• The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted.~~
- ~~• A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim.~~
- ~~• The name(s) of the public employee(s) causing the injury, damage, or loss if known.~~
- ~~• The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.~~
- ~~• The signature of the claimant or the person acting on his/her behalf.~~

~~Notice of Claim Insufficiency~~

~~If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)~~

~~The Board shall not act upon the claim until at least 15 days after such notice is given.
(Government Code 910.8)~~

~~Amendment to Claims~~

~~Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)~~

Late Claims

~~For claims under item #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 911.4)~~

~~If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)~~

~~The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)~~

~~The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)~~

- ~~• The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.~~
- ~~• The person who sustained the alleged injury, damage or loss was a minor during all of the time specified for presentation of the claim.~~
- ~~• The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.~~
- ~~• The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.~~

~~If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)~~

~~If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)~~

Action on Claims

~~Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time~~

limit may be extended if legal action has not been commenced or barred by legal limitations.
(Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)

2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 but are subject to a claims presentation procedure in another a statute or regulation shall be presented to the Board in accordance with the applicable governing statute or regulation. (Government Code 905)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. (Government Code 911.2, 935)

Receipt of Claims

A claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.
7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4, 915, 915.2)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4. (Government Code 911.8, 915.4)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been

extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913, 915.4)

Regulation
Approved: December 8, 1994
Revised: September 11, 2003
Revised: June 22, 2006, February 13, 2014
October 18, 2018, January 17, 2019
October 10, 2019, ____, 2021

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

BOARD POLICY**Business and Noninstructional Operations****STUDENT ACTIVITY FUNDS**

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile co-curricular activities ~~beyond those provided by the district and can also~~ while helping students learn about effective financial practices and develop leadership and management skills. To that end, the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. Student organizations may raise and spend funds to support activities that promote the general welfare, morale and educational experiences of the students.

(cf. 1230 – School Connected Organizations)

(cf. 6145 – Extracurricular and Co-curricular Activities)

(cf. 6145.5 – Student Organizations and Equal Access)

(cf. 1321 – Solicitation of Funds from and by Students)

(cf. 3554 – Other Food Sales)

Fundraising

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fundraising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and do not conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

(cf. 1321 – Solicitation of Funds from and by Students)

(cf. 3290 – Gifts, Grants and Bequests)

(cf. 3530 – Risk Management/Insurance)

(cf. 5030 – Student Wellness)

(cf. 5142 – Safety)

(cf. 5143 – Insurance)

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

(cf. 3554 – Other Food Sales)

BOARD POLICY

BP 3452 (b)

Business and Noninstructional Operations

STUDENT ACTIVITY FUNDS

Management and Reporting of Funds

Student **body** funds shall be managed in accordance with **law, regulations, Board policies, and** sound business procedures designed to encourage the largest possible educational return to students without sacrificing the **safety security** of funds ~~or exposing students to undue responsibility or unnecessary routine.~~

~~Student funds shall be disbursed according to procedures established by the student organization. All disbursements must be approved by a Board-designated official, the certificated employee who is the student organization advisor and a student organization representative. (Education Code 48933)~~

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of fundraising ventures, provide reliable financial information, protect employees and volunteers from accusations of impropriety, and reduce the risk and promote the detection of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

(cf. 3400 – Management of District Assets/Accounts)

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. **The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year.** The Superintendent or designee shall **monitor the budget and** periodically review the organizations' ~~general financial structures and accounting~~ **use of funds to ensure compliance with the district's internal control** procedures.

Funds derived from the student body shall be expended according to procedures established by the student organization. All expenditures must be approved by a Board-designated employee or official, the certificated employee who is the designated student organization advisor, and a student organization representative. (Education Code 48933)

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

(cf. 6145.2 – Athletic Competition)

BOARD POLICY

BP 3452 (c)

Business and Noninstructional Operations

STUDENT ACTIVITY FUNDS

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

The Board shall provide an annual audit of student accounts by a certified public accountant or licensed public accountant. **Auditing The** cost **of the audit** shall be paid from district funds. (Ed. Code 41020)

(cf. 3400 – Management of District Assets/Accounts)

Legal Reference:

EDUCATION CODE

35182.5 Non-nutritious food and beverages, vending machines

35564 Funds, obligations of the student body

41020 Requirement for annual audit

48930-48938 Student body organization

49431 Sale of food, elementary school

49431.2 Sale of food, middle and high schools

49431.5 Sale of beverages, elementary, middle, and high schools

51520 School premise, prohibited solicitations

51521 Fundraising projects

CODE OF FEDERAL REGULATIONS, TITLE 5

4922 Nondiscrimination in intramural, interscholastic, and club activities

15500 Food sales, elementary schools

15501 Food sales, high schools and junior high schools

CODE OF FEDERAL REGULATIONS, TITLE 34

106.41 Nondiscrimination in athletic programs

COURT DECISIONS

Prince v. Jacoby (2002) 303 F. 3d 1074

Management Resources:

FISCAL CRISIS MANAGEMENT AND ASSISTANCE TEAM PUBLICATIONS

Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020

Associated Student Body Account Manual Fraud Prevention Guide and Desk Reference, 2015

GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS

Implementation Guide No. 2019-2. Fiduciary Activities, June 2019

Statement No. 84, January 2017

WEB SITES

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

151 Policy
152 Adopted: December 8, 1994
153 Revised: January 21, 2016, ____, 2021

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

BOARD POLICY**Business and Noninstructional Operations****CONSULTANTS**

The Governing Board authorizes the use of consultants **and other independent contractors** to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants **independent contractors** may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

As part of the contract process, the Superintendent or designee shall determine, in accordance with Internal Revenue Service guidelines, that the consultant is properly classified as an independent contractor. District employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties. **that the individual, firm, or organization is properly classified as an independent contractor.**

(cf. 4117.12/4317.12—Retirement Consultancy Contracts)

All consultant contracts shall be brought to the Board for approval.

(cf. 3312—Contracts)

The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.

All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age or disability.

(cf. 3311—Bids)

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

(cf. 4030—Nondiscrimination in Employment)

Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment.

(cf. 9270—Conflict of Interest)

When employees of a public university, county office of education or other public agency serve as consultant or resource persons for the district, they shall certify as part of the consultant

agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

BOARD POLICY

BP 3600(b)

Business and Noninstructional Operations

CONSULTANTS

Legal Reference:

EDUCATION CODE

~~10400-10407 Cooperative improvement programs~~

~~35010 Control of districts; prescription and enforcement of rules~~

~~35172(a) Promotional activities~~

~~35204 Contract with attorney~~

~~17596 Limit on continuing contracts~~

~~44925 Part-time readers employed as independent contractors~~

~~45103 Classified service in districts not incorporating the merit system~~

~~45103.5 Contracts for food service consulting services~~

~~45134-45135 Employment of retired classified employee~~

~~45256 Merit system district; classified service; positions established for professional experts on a temporary basis~~

GOVERNMENT CODE

~~53060 Contract for special services and advice~~

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

15-a Employer's Supplemental Tax Guide

A person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2775)

- 1. The person is free from the control and direction of the district in connection with the performance of the work.**
- 2. The person is performing work that is outside the usual course of the district providing educational services.**
- 3. The person is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.**

The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 4132/4232/4332 - Publication or Creation of Materials)

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, ethnicity, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

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

(cf. 0415 - Equity)

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

155 45256 Merit system districts; classified service; positions established for professional experts on a temporary basis
156 GOVERNMENT CODE
157 12940 Unlawful employment practices
158 53060 Contract for special services and advice
159 82019 Designated employee; definition
160 87302 Conflict of interest code
161 LABOR CODE
162 2775-2787 Worker status: employees
163 UNEMPLOYMENT INSURANCE CODE
164 606.5 Determination of employment status
165 621 Employee defined
166 CODE OF REGULATIONS, TITLE 2
167 18700.3 Consultant
168 COURT DECISIONS
169 Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903
170 S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341
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180 Policy
181 Adopted: June 22, 2006
182 Revised: ____, 2021
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SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

BOARD BYLAW

BB 9012 (a)

Board Bylaws

BOARD MEMBER ELECTRONIC COMMUNICATIONS

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

(cf. 1100 - Communication with the Public)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/Meeting Materials)

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

(cf. 9320 - Meetings and Notices)

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

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. A Board member is prohibited from responding directly to any communication from other Board members regarding matters that are within the subject matter jurisdiction of the Board or using digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. (Government Code 54952.2)

Whenever a Board member uses a social media platform to communicate with the public about district business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual

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

50
51 Board members shall make every effort to ensure that their electronic communications
52 conform to the same standards and protocols established for other forms of
53 communication. A Board member may respond, as appropriate, to an electronic
54 communication received from a member of the community and should make clear that
55 his/her response does not necessarily reflect the views of the Board as a whole. Any
56 complaint or request for information should be forwarded to the Superintendent in
57 accordance with Board bylaws and protocols so that the issue may receive proper
58 consideration and be handled through the appropriate district process. As appropriate,
59 communication received from the press shall be forwarded to the designated district
60 spokesperson.

61
62 *(cf. 1112 - Media Relations)*

63 *(cf. 1312.1 - Complaints Concerning District Employees)*

64 *(cf. 1312.2 - Complaints Concerning Instructional Materials)*

65 *(cf. 1312.3 - Uniform Complaint Procedures)*

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

67 *(cf. 3320 - Claims and Actions Against the District)*

68 *(cf. 9005 - Governance Standards)*

69 *(cf. 9121 - Board President)*

70 *(cf. 9200 - Limits of Board Member Authority)*

71
72 To the extent possible, electronic communications regarding any district-related
73 business shall be transmitted through a district-provided device or account. When any
74 such communication is transmitted through a Board member's personal device or
75 account, he/she shall copy the communication to a district electronic storage device for
76 easy retrieval.

77
78 *(cf. 1340 - Access to District Records)*

79 *(cf. 3580 - District Records)*

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Legal Reference:

EDUCATION CODE

35140 Time and place of meetings

35145 Public meetings

35145.5 Agenda; public participation; regulations

35147 Open meeting law exceptions and applications

GOVERNMENT CODE

6250-6270 California Public Records Act

11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially:

54952.2 Meeting, defined

54953 Meetings to be open and public; attendance

54954.2 Agenda posting requirements, board actions

COURT DECISIONS

Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)

Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2019

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

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

CSBA, GAMUT Meetings:

<http://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy>

California Attorney General's Office: <http://oag.ca.gov>

Bylaw

Approved: November 5, 2015

Revised: August 10, 2017

____, 2021

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

BOARD BYLAW**Board Bylaws****MEETINGS AND NOTICES**

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

(cf. 9321 - Closed Session Purposes and Agendas)

~~*(cf. 9321.1 - Closed Session Actions and Reports)*~~

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

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

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

However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. ~~(Government Code 54953.2, 54954.1)~~ **(Government Code 54953.2, 54954.1, 54954.2)**

Regular Meetings

The Board shall hold one regular meeting(s) each month. Regular meetings shall be held at 6:00 p.m. on the posted date at the Burress Auditorium (601 Elm Avenue in Imperial Beach).

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

(cf. 1113 - District and School Web Sites)

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

(cf. 1340 - Access to District Records)

Special Meetings

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

(cf. 2121 - Superintendent's Contract)

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

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

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

Emergency Meetings

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

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

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

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

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

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

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

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

Adjourned/Continued Meetings

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

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

Study Sessions, Retreats, Public Forums, and Discussion Meetings

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

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

(cf. 2000 - Concepts and Roles)

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9400 - Board Self-Evaluation)

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

Other Gatherings

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

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members.
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern.
3. An open and noticed meeting of another body of the district.
4. An open and noticed meeting of a legislative body of another local agency.
5. A purely social or ceremonial occasion.
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers.

(cf. 9130 - Board Committees)

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

Location of Meetings

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

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

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

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party.
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property.

- 201
- 202 3. Participate in meetings or discussions of multiagency significance, provided these meetings
- 203 are held within one of the other agencies' boundaries, with all participating agencies giving
- 204 the notice required by law.
- 205
- 206 4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries
- 207 or if its principal office is located outside the district.
- 208
- 209 5. Meet with elected or appointed state or federal officials when a local meeting would be
- 210 impractical, solely to discuss legislative or regulatory issues affecting the district over which
- 211 the state or federal officials have jurisdiction.
- 212
- 213 6. Meet in or near a facility owned by the district but located outside the district, provided the
- 214 meeting agenda is limited to items directly related to that facility.
- 215
- 216 7. Visit the office of the district's legal counsel for a closed session on pending litigation, when
- 217 doing so would reduce legal fees or costs.
- 218
- 219 8. Attend conferences on nonadversarial collective bargaining techniques.
- 220
- 221 9. Interview residents of another district regarding the Board's potential employment of an
- 222 applicant for Superintendent of the district.
- 223
- 224 10. Interview a potential employee from another district.
- 225

226 Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall

227 still be subject to the notice and open meeting requirements for regular and special meetings

228 when a quorum of the Board attends the meeting.

229

230 If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe,

231 meetings shall be held for the duration of the emergency at a place designated by the Board

232 president or designee, who shall so inform all news media who have requested notice of special

233 meetings by the most rapid available means of communication. (Government Code 54954)

234

235 **Teleconferencing**

236

237 A teleconference is a meeting of the Board in which Board members are in different locations,

238 connected by electronic means through audio and/or video. (Government Code 54953)

239

240 The Board may use teleconferences for all purposes in connection with any meeting within the

241 Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by

242 roll call. (Government Code 54953)

243

244 During the teleconference, at least a quorum of the members of the Board shall participate from

245 locations within district boundaries. (Government Code 54953)

246

247 Agendas shall be posted at all teleconference locations and shall list all teleconference locations

248 whenever they are posted elsewhere. Additional teleconference locations may be provided to

249 the public. (Government Code 54953)

250

251 All teleconference locations shall be accessible to the public. All teleconferenced meetings shall
252 be conducted in a manner that protects the statutory and constitutional rights of the parties or
253 the public appearing before the Board, including the right of the public to address the Board
254 directly at each teleconference location. (Government Code 54953)
255

256 All Board policies, administrative regulations, and bylaws shall apply equally to meetings that
257 are teleconferenced. The Superintendent or designee shall facilitate public participation in the
258 meeting at each teleconference location.
259

260
261 *Legal Reference:*
262

263 EDUCATION CODE

264 35140 Time and place of meetings
265 35143 Annual organizational meeting, date, and notice
266 35144 Special meeting
267 35145 Public meetings
268 35145.5 Agenda; public participation; regulations
269 35146 Closed sessions in connection with a student
270 35147 Open meeting law exceptions and applications
271 GOVERNMENT CODE

272 3511.1 Local agency executives
273 11135 State programs and activities; prohibition of discrimination
274 54950-54963 The Ralph M. Brown Act, especially:
275 54953 Meetings to be open and public; attendance
276 54954 Time and place of regular meetings
277 54954.2 Agenda posting requirements, board actions
278 54956 Special meetings; call; notice
279 54956.5 Emergency meetings
280 UNITED STATES CODE, TITLE 42

281 12101-12213 Americans with Disabilities Act
282 CODE OF FEDERAL REGULATIONS, TITLE 28
283 35.160 Effective communications for individuals with disabilities
284 36.303 Auxiliary aids and services for individuals with disabilities
285 COURT DECISIONS

286 Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal.
287 September 26, 2019)
288 Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)
289 Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 54433
290 ATTORNEY GENERAL OPINIONS

291 88 Ops.Cal.Atty.Gen. 218 (2005)
292 84 Ops.Cal.Atty.Gen. 181 (2001)
293 84 Ops.Cal.Atty.Gen. 30 (2001)
294 79 Ops.Cal.Atty.Gen. 69 (1996)
295 78 Ops.Cal.Atty.Gen. 327 (1995)
296

297 *Management Resources:*
298

299 CSBA PUBLICATIONS

300 The Brown Act: School Boards and Open Meeting Laws, rev. 2019

301 INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
302 The ABCs of Open Government Laws
303 LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
304 Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010
305 WEB SITES
306 CSBA: <http://www.csba.org>
307 CSBA, GAMUT Meetings:
308 <http://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy>
309 California Attorney General's Office: <http://oag.ca.gov/home>
310 Institute for Local Government: <http://www.ca-ilg.org>
311 League of California Cities: <http://www.cacities.org>
312
313

314	Bylaw		SOUTH BAY UNION SCHOOL DISTRICT
315	Adopted:	December 8, 1994	Imperial Beach, California
316	Revised:	May 21, 2003, February 22, 2007	
317		November 5, 2015, ____, 2021	

BOARD BYLAW**Board Bylaws****BOARD MINUTES AND RECORDINGS**

The Governing Board recognizes that maintaining accurate minutes of Board meetings provides a record of Board actions for use by district staff and the public and helps foster public trust in Board governance.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9323 - Meeting Conduct)

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request. (Education Code 35145, 35163)

(cf. 1340 - Access to District Records)

(cf. 9122 - Secretary)

(cf. 9323.2 - Actions by the Board)

The minutes of Board meetings shall include, but not be limited to:

1. **A notation of which Board members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure.** ~~The minutes shall reflect which members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure.~~

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

(cf. 9320 - Meetings and Notices)

2. **A brief summary of the Board's discussion on each agenda topic, rather than a verbatim record of each Board member's specific points of view during the discussion.** ~~In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.~~
3. **A summary of the public comments made on agendized items and unagendized topics.** ~~The minutes shall include the specific language of each motion and the names of the Board members who made and seconded the motion.~~
4. **The specific language of each motion and the names of the Board members who made and seconded the motion.**
5. **Any action taken by the Board, and the vote or abstention on that action of each Board member present (Education Code 35145; Government Code 54953).** ~~The minutes shall also report any action taken and the vote or abstention on that action of each member present. (Government Code 54953)~~

Upon request by a student's parent/guardian, or by the student if age 18 or older, the minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. (Education Code 49073.2)

(cf. 5125.1 - Release of Directory Information)

~~The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.~~

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

Upon approval by the Board, the minutes shall be signed by the Board Clerk and Board Secretary.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

(cf. 9321.1 - Closed Session Actions and Reports)

Recording or Broadcasting of Meetings

The district may tape any open Board meeting. At the beginning of the meeting, the Board president shall announce that a recording is being made at the direction of the Board and that the recording may capture sounds of those attending the meeting. As practicable, the recorder shall be placed in plain view of meeting participants.

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made at the direction of the Board during a meeting are public records and, upon request, shall be made available for inspection by members of the public on district equipment without charge. (Government Code 54953.5)

Legal Reference:

EDUCATION CODE

35012 Number of members; terms; student board members

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

49061 Student records; definitions

49073.2 Privacy of student and parent/guardian personal information

GOVERNMENT CODE

54952.2 Meeting defined

104 54953 Meetings
105 54953.5 Audio or video recording of proceedings
106 54953.6 Broadcasting of proceedings
107 54957.2 Closed sessions; clerk; minute book
108 54960 Violations and remedies
109 PENAL CODE
110 632 Unlawful to intentionally record a confidential communication without consent
111 CODE OF REGULATIONS, TITLE 5
112 16020-16027 Classification and retention of records
113

114 *Management Resources:*
115

116 CSBA PUBLICATIONS

117 Call to Order: A Blueprint for Great Board Meetings, 2015

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

119 WEB SITES

120 CSBA, Agenda Online: <http://www.agendaonline.com>
121
122
123
124

125 Bylaw

126 Adopted: December 8, 1994

127 Revised: 2/23/95, 2/22/07

128 July 24, 2014, ____, 2021

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Tim Glover, Interim Assistant Superintendent, Educational Leadership
SUBJECT: EL Master Plan/Roadmap

BACKGROUND INFORMATION

The prior English Language Learner (ELL) Master Plan guided instructional decisions District-wide for our English Language Learners. Past recommendations not only addressed the contents of the Master Plan, but detailed ways to accelerate student's acquisition of academic English and improve overall student achievement. The Master Plan included driving beliefs, ELL goals, instructional programs, and appropriate revisions.

CURRENT CONSIDERATIONS

Each year, various sections of the ELL Master Plan have been updated to reflect the most current instructional practices and policies. These updates have been the result of input from teachers, administrators, and parents, as we continuously strive to meet the instructional needs of English learners. An English Learner Committee met several times over the course of three years to merge the former EL Master Plan with the new EL Roadmap guidelines provided by California Department of Education. In addition, the District English Learner Advisory Committee (DELAC) has played a role in the ongoing monitoring of the plan and the identification of areas in need.

The 2021-2025 South Bay English Language Learner Master Plan/Roadmap (Exhibit) has been updated to include changes identified in the EL Roadmap.

IMPACT ON STUDENT ACHIEVEMENT

The academic performance of English Language Learners has an impact on student achievement as measured by State and Federal accountability. A continued focus on strategies to accelerate student acquisition of academic English, and improve the academic achievement of English learners, is essential to the academic achievement of the District as a whole.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

There are no financial implications related to this item.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend adoption of the EL Master Plan/Roadmap.

SUPERINTENDENT'S RECOMMENDATION

Recommend adoption.

ATTACHMENTS:

Description	Upload Date	Type
Plan	8/11/2021	Exhibit



South Bay Union School District

A community dedicated to achievement for all

EL Master Plan & English Learner Roadmap

Board of Trustees:

Marco Amaral * Luis Barrios * Mary Doyle * Jannet Medina * Cheryl Quiñones

Superintendent:

Katie McNamara, Ed.D.

Equal Opportunity Employer

South Bay Union School District is an equal opportunity employer and complies with all laws prohibiting discrimination in employment based on actual or perceived race, or ethnicity, religious creed, color, national origin, nationality, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation. For Title 5 and Title IX information, contact: MELISSA GRIFFITH Executive Director, Human Resources & Organizational Development SOUTH BAY UNION SCHOOL DISTRICT 601 Elm Avenue Imperial Beach, CA 91932 619-628-1690.

Acknowledgments

The District acknowledges the following individuals
for their valuable contributions in the development and review of this document.

English Learner Committee

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South Bay Union School District

601 Elm Avenue Imperial Beach, CA 91932

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CHAPTER 1: INTRODUCTION

Welcome to South Bay Union School District

South Bay Union School District is the most southwesterly school district in the United States. The Pre-Kindergarten - 8 District serves a diverse population in Imperial Beach, San Ysidro, and south San Diego. Founded in 1920, SBUSD's neighborhoods are diverse and represent several cultures and ethnicities.

SBUSD currently serves approximately 6,000 students Pre-K through 8th Grade (including 2 dependent charter schools and 1 preschool). In our district 43% of the students are English learners, approximately 2,600 students speaking 15 different languages. Fifty three percent of socioeconomically disadvantaged students are English learners and forty-one percent of students with disabilities are English learners.

- Region: 14.38 square miles of land area and 2.29 square miles of water area
- Population Served: 75,823
- Current Enrollment: 7,400 (including 300 Preschool Students)
- Number of Schools: 12 (including two dependent Charter Schools and one Preschool)
- Number of Certificated Employees: 357
- Number of Classified Employees: 395
- Number of Part-time Substitute Employees: 322
- Number of Management/Supervisory/Confidential Employees: 22
- Adopted 2021 - 2022 Operating Budget: \$86,777,460
- Unduplicated Students: 85.79%
- Dual Language Immersion Programs
- STEAM Academy
- Gifted and Talented Education Program
- Visual and Performing Arts Program
- Instrumental Music Program
- Leader in Me
- No Excuses University

Ethnic Composition

- 85 percent Hispanic
- 4 percent White
- 17 percent Not Stated
- 3.8 percent Filipino
- 3 percent African American
- 2.8 percent 2 or more races

- .4 percent Asian
- .2 percent Native American

Instructional Sites

- Bayside STEAM Academy (TK-6)
- Berry (TK-6)
- Central (TK-6)
- Emory (TK-6)
- Imperial Beach Charter (TK-8)
- Mendoza (TK-6)
- Nestor Language Academy Charter (TK-8)
- Nicoloff (TK-6)
- Oneonta (TK-6)
- Pence (TK-6)
- SBUUSD VA (TK – 6)
- Sunnyslope (K-6)
- VIP Village (Preschool)

Our Shared Vision and Mission

South Bay team is dedicated to the success of each and every student. We do this by providing an innovative learning environment with exceptional teachers dedicated to creating a challenging and supportive classroom. The South Bay Union School District English Learner Master Plan & English Learner Road Map was developed for English learners to fully and meaningfully access and participate in a 21st century education from early childhood through 8th grade that results in their attaining high levels of English proficiency, mastery of grade level standards, and have opportunities to develop proficiency in multiple languages.

The Learning and Innovation team is dedicated to high levels of learning for all. Under the direction of the Deputy Superintendent of Educational Leadership, Directors and Coordinators of Learning & Innovation, and various support staff are here to serve and support the learning needs of all stakeholders-students, teachers and staff. Through innovative and responsive professional learning, creative thinking and student-centered decision making, we strive to model learning, instruction, and environments that promote academic rigor and contribute to the development of the whole child. Through our commitment to students, the Learning and Innovation Team enthusiastically embraces collaboration at all levels and high standards of professionalism.

Vision:

English learners fully and meaningfully access and participate in a twenty-first century education from early childhood through grade eighth that results in their attaining high levels of English proficiency, mastery of grade level standards, and opportunities to develop proficiency in multiple languages.

Mission:

South Bay Union schools affirm, welcome, and respond to a diverse range of English learner (EL) strengths, needs, and identities. South Bay Union schools prepare graduates with the linguistic, academic, and social skills and competencies they require for college, career, and civic participation in a global, diverse, and multilingual world, thus ensuring a thriving future for our community.

Guiding Principles

These guiding principles were created as a collaborative effort by the English Learner Committee by merging our LCAP goals along with the EL Roadmap Principles.

The South Bay Union School District English Learner Master Plan and English Learner Roadmap is organized following the guidelines in State and Federal programs. It is divided into the following goals:

Goal 1 – Ensuring Academic Excellence: *Provide a differentiated, responsive, and well-rounded academic experience based on instructional practices that make a significant difference in the lives of all students.*

Priority 1: Basic (Conditions of Learning)

Priority 2 State Standards (Conditions of Learning)

Priority 4: Pupil Achievement (Pupil Outcomes)

Priority 7: Course Access (Conditions of Learning)

Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Principle One: Assets-Oriented and Needs-Responsive Schools:

Pre-schools and schools are responsive to different EL strengths, needs and identities and support the socio-emotional health and development of English learners. Programs value and build upon the cultural and linguistic assets students bring to their education in safe and affirming school climates. Educators value and build strong family, community, and school partnerships.

Element A:

The **languages and cultures** English learners bring to their education are **assets** for their own learning and are important contributions to learning communities. These assets are valued and built upon in culturally responsive curriculum and instruction and in programs that support, wherever possible, the development of proficiency in multiple languages.

Element B:

Recognizing that **there is no single EL profile** and no one-size-fits-all approach that works for all English learners, programs, curriculum, and instruction must be responsive to different EL students entering school at the beginning levels of English proficiency have different needs and capacities than do students entering at intermediated or advanced levels. Similarly, students entering in kindergarten have different needs than students entering in later grades. The needs of long term English learners are vastly different from recently arrived students (who in turn vary in their prior formal education).

Element C:

School climates and campuses are affirming, inclusive and safe.

Element D:

Schools value and build strong **family and school partnerships**.

Element E:

The district and schools develop a collaborative framework for identifying **English learners with disabilities** and use valid assessment practices. They develop appropriate individualized education programs (IEPs) that support culturally and linguistically inclusive practices and provide appropriate training to teachers, thus leveraging expertise specific to English learners. The IEP addresses academic goals that take into account student language development, as called for in state and national policy recommendations.

Principle Two: Intellectual Quality of Instruction and Meaningful Access

English learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English proficiency. These experiences integrate language development, literacy, and content learning as well as provide access for comprehension and participation through native language instruction and scaffolding. English learners have meaningful access to a full standards-based and relevant curriculum and the opportunity to develop proficiency in English and other languages.

Element A:

Language development occurs in and through subject matter learning and is **integrated** across the curriculum, including integrated ELD and designated content-based ELD (per the ELA/ELD Framework pages 891–892).

Element B:

Students are provided a rigorous, **intellectually rich, standards-based curriculum** with instructional scaffolding that increases comprehension and participation and develops student autonomy and mastery.

Element C:

Teaching and learning emphasize engagement, interaction, discourse, inquiry, and critical thinking with the same **high expectations** for English learners as for all students in each of the content areas.

Element D:

English learners are provided **access to the full curriculum** along with the provision of appropriate EL supports and services.

Element E:

Students' **home language** is understood as a means to access subject matter content, as a foundation for developing English, and, where possible, is developed to high levels of literacy and proficiency along with English.

Element F:

Rigorous **instructional materials** support high levels of intellectual engagement. Explicit scaffolding enables meaningful participation by English learners at different levels of English language proficiency. Integrated language development, content learning, and opportunities for bilingual/biliterate development are appropriate according to the program model.

Element G:

English learners are provided choices of research-based language support/development programs (including options for developing skills in multiple languages) and are enrolled in programs designed to overcome language barriers and provide access to the curriculum.¹

I – 1: Student Identification and Initial Assessment

I – 2: Instructional Programs

I – 3: Student Assessment and Reclassification

I – 4: Instructional Designs and Strategies

Principle Three: System Conditions That Support Effectiveness

Each level of the school system (state, county, district, school, pre-school) has leaders and educators who are knowledgeable of and responsive to the strengths and needs of English learners and their communities and who utilize valid assessment and other data systems that inform instruction and continuous improvement. Each level of the school system provides resources and tiered support to ensure strong programs and build the capacity of teachers and staff to leverage the strengths and meet the needs English learners.

Element A:

Leaders established clear goals and commitments to English learners by providing access, growth toward English proficiency, and academic engagement and achievement. Leaders maintain a systematic focus on continuous improvement and progress toward these goals – over and above compliance via the EL Master Plan and English Learner Advisory Committee (ELAC) and District English Learner Advisory Committee (DELAC) regulations.

Element B:

The school system invests **adequate resources** to support the conditions required to address EL needs

¹ Castañeda v. Pickard, U.S. Court of Appeals, Fifth Circuit. 781 F2d 456.

Element C:

A system of culturally and linguistically valid and reliable assessment supports instruction, continuous improvement, and accountability for attainment of English proficiency, biliteracy, and academic achievement.

Element D:

Capacity building occurs at all levels of the system including **leadership development** to understand and address the needs of English learners. **Professional learning** and **collaboration time** are afforded to teachers. The system makes robust efforts to address the teaching shortage and build a **recruitment and development pipeline** of educators skilled in addressing the needs of English learners, including bilingual teachers.

Principle Four: Alignment and Articulation Within and Across Systems

English learners experience a coherent, articulated, and aligned set of practices and pathways across grade levels and educational segments, beginning with a strong foundation in early childhood and appropriate identification of strengths and needs, continuing through reclassification, graduation, higher education, and career opportunities. These pathways foster the skills, language(s), literacy, and knowledge students need for college- and career-readiness and participation in a global, diverse, multilingual, twenty-first century world.

Element A:

EL educational approaches and programs are designed for continuity, **alignment, and articulation** across grade levels and system segments beginning with a strong foundation in early childhood (preschool), and continuing through elementary and secondary levels onto graduation, postsecondary education, and career preparation.

Element B:

Schools plan schedules and resources to **provide extra time** in school (as needed) and build partnerships with after-school and other entities to provide additional support for English learners, to accommodate the extra challenges they face in learning English and accessing/mastering all academic subject matter.

Element C:

EL educational approaches and programs are designed to be **coherent** across schools within districts, across initiatives, and across the state.

II – 1: Professional Development in a Learning Community and Labsite**IV – 1: Personnel**

Goal II – Advancing Equity and Inclusion: *Create a culture of equity and inclusion through the elimination of systemic barriers to individual success and the development of culturally responsive practices.*

- Priority 1 Basic (Conditions of Learning)**
- Priority 3 Parental Involvement (Engagement)**
- Priority 4 Pupil Achievement (Pupil Outcomes)**
- Priority 5 Pupil Engagement (Engagement)**
- Priority 6: School Climate (Engagement)**
- Priority 7: Course Access (Conditions of Learning)**
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)**

Principle One: Assets-Oriented and Needs-Responsive Schools:

Elements A, B, C, D, & E

Principle Two: Intellectual Quality of Instruction and Meaningful Access

Elements A, B, C, D, E, F & G

Principle Three: System Conditions That Support Effectiveness

Elements A, B, C & D

Principle Four: Alignment and Articulation Within and Across Systems

Elements A, B & C

II – 1: Professional Development in a Learning Community and Labsite

III – 1: Parent Involvement

Goal III – Nurturing Safe and Welcoming Environment: *Ensure learning environments which support and foster the social emotional needs of students foster a sense of belonging and connectedness.*

Priority 3: Parental Involvement (Engagement)

Priority 6: School Climate (Engagement)

Priority 5: Pupil Engagement (Engagement)

Principle One: Assets-Oriented and Needs-Responsive Schools

Elements A, B, C, D & E

Principle Two: Intellectual Quality of Instruction and Meaningful Access

Elements A, B, D, E, & F

Principle Three: System Conditions That Support Effectiveness

Elements B & D

Principle Four: Alignment and Articulation Within and Across Systems

Elements A, B, & C

III – 1: Parent Involvement

What is the English Learner Master Plan & Roadmap?

South Bay Union School District's English Learner Master Plan & Roadmap is a guide for all English learners and English learner stakeholders: parents, teachers and administrators. The plan centers around our vision, mission and guiding principles for all our students in our district, and it gives an overview of the programs and resources provided for our English learners. The Master Plan & Roadmap describes how our district serves the English learners at all our sites to effectively provide them with programs, instruction, and support services to accelerate their English language proficiency while preparing them for the rigors of college and career readiness.

Since our last master plan (2014-2020), the California ELA/ELD Framework was published, the California English Language Development Test (CELDT) was replaced with the English Language Proficiency Assessments for California (ELPAC), Proposition 58 was passed, the California English Learner Roadmap was adopted, and Global California 2030, California's plan for a multilingual California, was developed. These changes in state policies, frameworks and assessment are reflected in our updated plan.

Language Learners in South Bay Union School District

SBUSD has 50% of the student population as English learners. The following classifications of English learners:

Language	Number of Students	Percentage
Spanish	3,559	97%
Tagalog	66	.02%
Other Non-English Languages	11	.003%
Cantonese	7	.002%
Hmong	2	.0005%
Mandarin	2	.0005%
Arabic	1	.0003%
Armenian	1	.0003%
French	1	.0003%
Italian	1	.0003%
Japanese	1	.0003%
Thai	1	.0003%
Vietnamese	1	.0003%

2019 Dashboard Data

English Learner Progress Indicator:

46.5 % of ELs Making progress towards English language proficiency, which falls under the Medium Performance Level.

English Language Arts:

86 points below standard Maintained -1.1 Points

Mathematics:

83.5 points below standard Maintained -0.1 Points

Who Are English Learners?

According to the federal law governing Elementary and Secondary Education, Every Student Succeeds Act (2015), an EL is an individual:

- Aged 3 to 21
- Enrolled in (or preparing to enroll in) an elementary or secondary school

- Who was not born in the U.S. and whose native language(s) is a language(s) other than English
- Who was born in the U.S. and whose native language(s) is a language(s) other than English
- Whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual the ability to meet challenging state academic standards; the ability to successfully achieve in classroom where the language of instruction is English; or the opportunity to participate fully in society. (ESEA Section 8101[20])

In California, a student is classified as an EL if their overall performance level on the initial English Language Proficiency Assessment for California (ELPAC) is Novice EL or Intermediate EL. (We utilize the definition of English Learner according to Education Code 306 throughout this document.)

Newcomers:

According to the United States Department of Education, “Newcomers are foreign-born students and their families who have recently arrived in the United States. “The California Department of Education defines newcomers as “a student who has been in the U.S. 12 months or less and is at an emerging level (level 1) in learning English as measured on the English Language Proficiency Assessment for California (ELPAC).”

Students with Limited or Interrupted Formal Education:

According to the United States Department of Education, “students in grades four through 12 who have experienced disruptions in their educations in their native countries and/or the United States, and/or are unfamiliar with the culture of schooling (Calderon, 2008).”

Possible Long-Term English Learners: (At-Promise LTELs)

Possible long-term ELs (PLTELs) are defined by South Bay Union School District as EL students who have been in third through 8th grade for four to 5.9 years.

Long-Term English Learners: (LTELs)

According to the California ELD Standards, “long-term ELs are students that have been schooled in the United States for six or more years but have not made sufficient linguistic and academic progress to meet redesignation criteria and exit English learner status.” (p. 9). Typical characteristics of LTELs:

- Function well socially in English and home language
- Lack oral and literacy skills needed for academic success, particularly as they progress through secondary school
- Read and write below grade level
- Struggle with academic language

- Lack understanding of academic genres and display weak English syntax, grammar, and vocabulary
- Struggle in content areas that require literacy (Menken & Kleyn, 2009; Menken, Kleyn, & Chae, 2012; Olsen 2014; Spaulding, Carolino, & Amen, 2004)

English Learners with Disabilities:

Individualized Educational Plan (IEP) teams will ensure that each English Learner receives appropriate services to develop English proficiency and has equitable access to the full curriculum. Each section of English Learner's IEP shall be written in a linguistically appropriate manner. IEP teams will include linguistically appropriate goals and objectives based on the student's level of English proficiency. IEP goals and objectives will fully address the ELA/ELD standards and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service. [The California Practitioner's Guide for Educating Students With Disabilities](#) provides detailed information on writing linguistically appropriate goals and objectives for IEPs.

School Study Teams (SST) shall include members who represent the instructional, social, and emotional needs of English Learners.

English Learners have access to Special Education services just as all other students in the district. A careful review by the Student Study Team (SST) of all referrals takes place first. This review includes SST Referral forms, modifications, and interventions, review of student records, verification of current hearing and vision testing, a parent interview as well as an interview with the student, if age appropriate. This review is required to determine if Special Education assessment is needed and to determine if student performance is reflective of expected patterns of the student's second language acquisition based on schooling, time in this country and growth being made. When it is determined that an English Learner needs to be assessed, whether it be speech, academic, or cognition, testing will be initiated upon parent's written approval. When appropriate, assessments will be conducted in the primary language of the student, or English, or both, making certain that cultural and linguistic differences are taken into consideration when determining eligibility.

All Education Specialists will receive the same training as general education staff in working with English Learners. In self-contained special education classes, Education Specialists provide ELD instruction to the English Learner with Disabilities. In addition, the Special Education department and site will ensure that translations are provided during IEP meetings and that IEP documents are made available to parents in their primary language upon request as required by state law.

English learners with disabilities will receive designated and integrated ELD instruction and take the ELPAC, or an alternate assessment, as directed in their Individual Education Plan (IEP). English language

development instruction is to be provided until the student has met standard reclassification criteria, or alternate reclassification criteria as appropriate.

Examples of linguistically appropriate IEP goals can be found on the SBUSD [Special Education](#) website. In addition the [California Practitioner's Guide for Educating Students with Disabilities](#) is source for p linguistically appropriate goals and objectives for IEP.

English Learners Identified as Gifted and Talented:

All students, including English learners have equal opportunity to participate in and be identified as gifted and talented.

Reclassified Fluent English Proficient Students:

Once ELs meet specific criteria required to demonstrate proficiency in English, they are identified as reclassified fluent English proficient (RFEP) students. Further information is provided in another section of this document. (See page under English Learner Documents for RFEP Criteria Flow Chart)

Ever English Learners:

The California Department of Education defines ever English learners (Ever-ELs) as students currently classified as ELs, as well as RFEP students. The purpose of combining EL and RFEP student subgroups is to better understand the educational trajectories of ELs overall.

Initial Fluent English Proficient:

The California Department of Education description of IFEPs is students whose primary language is other than English and who have met the district criteria for determining proficiency in English in the ELPAC Initial Assessment. These students have well developed oral and written skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts.

English Learner Program Funding

South Bay Union School District receives funding through the Local Control Funding Formula (LCFF) as well as federal funding to fund English learners.

Federal Funding:

Title III funds are categorical funds provided by the government to support programs that help English learners develop full proficiency in English and reach high academic standards in content areas. South Bay Union School District may use Title III funding to supplement, not supplant, general funds or other categorical resources to:

- Support the development of innovative programs that are in addition to the core ELD curriculum
- Purchase supplementary instructional and assessment materials
- Provide professional development for teachers that focuses on the improvement and assessment for English learners
- Increase parent involvement
- Provide direct English learner student support above and beyond that which is provided through core programs
- Improve instruction and assessment for English learners

Parent and Community Engagement

South Bay Union School District is committed to establishing and maintaining strong, collaborative relationships with families. The active involvement of family and community members in the work of the schools is essential to high achievement for all students, especially English learners.

The families of all our students, especially those of our ELs, are valuable resources that should be viewed as assets and celebrated in the education of students. Their languages, cultures, talents, and lived experiences are critical resources unique to each school community. When schools, families, and community groups work together to support learning, children tend to do better in school, stay in school longer, and like school more.

Translators and Interpreters

Communication with all families of ELs in their primary language is essential to foster parent/guardian support, involvement, and engagement. Translation and interpretation services are provided by the Learning and Innovation Department translator and outside agencies when needed.

Under state law; schools must provide written communication in the primary language of the parent/guardian when 15 percent or more of the students speak a language other than English, as indicated on the Language Census Report (R-30).

Parent Advisory Committees

South Bay Union recognizes that effective parent/guardian engagement and involvement is a critical component to the successful education of children. As part of the District's effort to systematically involve families of ELs in the education of their children, South Bay Union has established policies and procedures for School Site Councils (SSCs), whose responsibilities involve oversight of programs supporting all students, including ELs. In addition, the English Learner Advisory Committees at the school sites directly address the needs of ELs. At each committee level, families of ELs have opportunities to be involved in their child's education, collaborate with District staff, evaluate instructional services, and provide recommendations.

School Site Councils

The SSC's function is to ensure that all federal parental involvement mandates are met, specifically:

- The development and approval of the school-level Title I Parent and Family Engagement Policy
- The development and approval of the Title I School-Parent Compact

- The development and approval of the Title I parental involvement budget

English Learner Advisory Committee

Schools with 21 or more ELs, not including reclassified fluent English proficient students, are required to establish an English Learner Advisory Committee (ELAC). All parents/guardians whose students attend a school with an ELAC are eligible and encouraged to participate in the ELAC. The ELAC's functions and responsibilities include, but not limited to the following:

- Providing written recommendations to the SSC regarding programs and services for EL students
- Assisting in the development of the school's language census
- Assessing achievement gaps of the EL student population
- Development and evaluation of the school's programs and services for EL students
- Advising on efforts to inform parents/guardians about the importance of regular school attendance
- Reviewing the school's student attendance data and the District's student attendance policy

Parent/guardians of ELs must constitute at least 51% of the ELAC membership. If the percentage of ELs at the school constitutes more than 51% of the total number of students at the school, the percentage of parents of ELs in ELAC must equal or exceed the percentage of ELs at the school site (EC Section 52176). Parents of reclassified EL students may participate in ELAC

District English Learner Advisory Committee

Each district with 51 or more ELs must establish a functioning District English Learner Advisory Committee (DELAC). The DELAC's mission is to:

- Provide an opportunity for authentic parent/guardian voice
- Review and generate recommendations on matters pertinent to EL programs to the South Bay Union School District Board of Education and Superintendent
- Review and generate recommendations and comment on the District's Local Control and Accountability Plan to reflect the input of District parents/guardians, a key stakeholder group.

The committee must elect representative and alternates to participate in the DELAC. The DELAC is to meet regularly with the leadership of Student Support and Accountability or Learning and Innovation Departments to identify training topics needed to assist committee members in carrying out their legal requirements.

Student Identification, Initial Assessment and Reclassification

When we think about identifying ELs, it is critical to explicitly ensure that the identification and services are based entirely on linguistics and students' language backgrounds, not their ethnicity. As educators, we must take care to be conscious of and avoid implicit bias based on incorrect presumptions about language and culture, which weaken and abandon the rich backgrounds, skill sets, and linguistic aptitude that students bring to school.

The Enrollment Process:

The enrollment process begins when a parent or guardian takes their child to a South Bay Union School District school and completes enrollment online. A key component to the enrollment process is the Home Language Survey (HLS). The HLS is used to determine the primary language of the student. This survey is completed the first time the parent enrolls the child in the District or any District in the state of California, and the results are maintained and honored thereafter. In the case of initial enrollees, until the child has had the ELPAC administered to him/her. (Please see page under English Learner Documents)

If any of the first three responses on the HLS indicate a language other than English, the student is assessed for English proficiency with the ELPAC within 30 calendar days of initial enrollment. The parent will be notified in writing that the student will be assessed in the initial ELPAC upon enrollment and at the beginning of the school year. A brochure, that describes the Language Acquisition Program Services is available for parents at all school sites and the enrollment packet online. Once student is assessed in the initial ELPAC the parents are notified of the student's English language proficiency. Parents/guardians can select the instructional program for their child. For the Dual Immersion Programs (will be put on a waiting list and require the student to transfer to the school site not in their attendance area). (please refer to flow chart in the English learner forms section)

English Language Proficiency Assessments California (ELPAC)

State and federal law require that local educational agencies administer a state test of English language proficiency to eligible students in kindergarten (or year one of a two-year kindergarten program, sometimes referred to as "transitional kindergarten") through grade 12. The English Language Proficiency Assessments California (ELPAC) is the successor to the California English Development Test (CELDT) and assesses the four required domains: Listening, Speaking, Reading, and Writing.

The ELPAC is aligned with California's 2012 English Language Development Standards, and is comprised of two separate ELP assessments:

1. Initial Assessment – Use for the initial identification of students as ELs.

2. Summative Assessment – an annual summative assessment to measure an EL’s progress in learning English and to identify the student’s English proficient level.

English Language Proficiency Assessments California – Initial Assessment

In the state of California, school districts assess potential ELs with an ELPAC Initial Assessment. Students will take the Initial Assessment if:

- The student has a primary language other than English
- The student has not taken the CELDT or ELPAC before (in 2024 take out CELDT)
- The student has not been classified before as an EL

The ELPAC Initial Assessment is used to identify students as either an EL who needs instructional support to learn English or as IFEP. Students are given the ELPAC Initial Assessment within 30 calendar days of enrollment at the beginning of the school year or during the school year. Identifying students who need additional supports and services for learning English is important for ensuring access to the core curriculum and academic success. Each year, students who are ELs will take the ELPAC Summative Assessment to measure their progress in learning English.

English Language Proficiency Assessments California – Summative Assessment

The ELPAC Summative Assessment is administered annually to students who are identified as an EL on the ELPAC Initial Assessment. The Summative Assessment is used to annually measure the language skills of ELs. The results will inform the teacher, school, or district if the student has achieved sufficient English proficiency to be reclassified as English proficient. Students who are ELs are given the ELPAC Summative Assessment every spring between February and May to measure their progress in English until they are reclassified as English proficient.

English Language Proficiency Assessments for English Learners with Disabilities – Alternate ELPAC:

The Alternate ELPAC is aligned to the 2012 California English Language Development Standards (2012 ELD Standards) through the English Language Development Connectors (ELD Connectors). For each of the 2012 ELD Standards at each grade or grade span assessed on the ELPAC, the ELD Connectors provide an aligned expectation of student ELP that has been reduced in depth, breadth, and complexity in order to be appropriate for students with the most significant cognitive disabilities.

The Alternate ELPAC will replace all locally determined alternate assessments once operational and, for the first time, provides a consistent, standardized measurement of ELP across the state for students with the most significant cognitive disabilities.

This assessment is intended only for students who have a significant cognitive disability and whose Individualized Education Program (IEP) team has decided that the student should take alternate assessments, in addition to being identified as an EL or potential EL. The Alternate ELPAC operational field test is a census field test, meaning all students who would be eligible to take the Summative Alternate ELPAC are required to participate in the administration.

The purpose of the Alternate ELPAC is twofold:

- The Initial Alternate ELPAC provides information to determine a student's initial classification as an English learner (EL) or as initial fluent English proficient (IFEP).
- The Summative Alternate ELPAC provides information on annual student progress toward ELP and support decisions on student reclassification as fluent English proficient (RFEP).

Assessing Students with Disabilities

Students may need special testing resources in order to complete one or more domains of the ELPAC, such as universal tools, designated supports, accommodation(s), or an alternate assessment. Accommodations or alternate assessments should be noted in a student's individualized education program (IEP) or Section 504 plan.

Accommodations

Change in procedures or materials that increase equitable access during the administration of the ELPAC. Assessment accommodations generate valid assessment results for students who need them; they allow these students to show what they know and can do. Accommodations are available for students with documented individualized education programs (IEPs) or Section 504 plans. Approved accommodations do not compromise the learning expectations, construct, grade-level standard, or intended outcome of the assessments. For further information refer to the [California Assessment Accessibility Resources Matrix](#).

Designated Supports

Accessibility resource of the assessments available for use by any student for whom the need has been indicated by an educator (or team of educators working with the parent/ guardian and student). For further information refer to the [California Assessment Accessibility Resources Matrix](#).

Universal Tools

Available to all students based on student preference and selection. For further information refer to the [California Assessment Accessibility Resources Matrix](#).

Unlisted Resources

An instructional resource that a student regularly uses in daily instruction, assessment, or both that has not been previously identified as a universal tool, designated support or accommodation. Unlisted resources shall be made available if specified in the eligible student's IEP or Section 504 plan and only by approval from the California Department of Education. For further information refer to the [California Assessment Accessibility Resources Matrix](#).

Alternate Assessments

When a student with the most significant cognitive disability(s) is not able to take the ELPAC (the entire test or any portion of it), the IEP team may determine that the student is eligible to take the Alternative ELPAC. The LEA ELPAC coordinator or site ELPAC coordinator must indicate the use of the Alternative ELPAC in TOMS.

Additional information is available in the Accessibility Resources section on the [CDE ELPAC Resources](#) Web page.

Parental Notification of Initial, Annual Assessment Results and Program Placement (hyperlink to letters)

Parents/guardians of EL students who are administered the ELPAC Summative Assessment or an alternate language proficiency assessment must receive official notification, within 30 days after the beginning of the school year or during the school year, informing them of their child's:

- Annual English language proficiency level and how it was assessed
- Language classification
- Instructional Program Placement

Parents/guardians of EL students are informed of the above information via the District's Annual Parent Notification Letter. A student classified as EL, English-Only, or IFEP, may receive services in a Structured English Immersion (SEI) Instructional Program, or Transitional Instructional Program or Dual Language Immersion Instructional Program. A brochure that describes each of Language Acquisition Instructional

Program Services is available in the enrollment packet online and at each school site for parent review. (Please refer to program brochure in the English learner documents)

Each English Learner on an active IEP or Section 504 Plan is annually assessed for English Language proficiency using the accommodations, modifications, or alternate assessments for the current ELPAC Summative as specified in the student's IEP or Section 504 Plan.

Assets-based Instructional Programs for English Learners

The SBUSD community will work collaboratively to ensure that **ALL students**, including English Learners, Students with Disabilities, and designated target groups, show measurable growth, which will lead to reducing the achievement gap in literacy and mathematics. South Bay Union School District's vision is to provide assets-based instructional opportunities that promote high levels of linguistic proficiency, academic language, and academic achievement across the curriculum. This will occur through the implementation of highly effective language development strategies aligned to the California Standards, and driven by the District's LCAP goals. To provide the most effective services to all our students, we must value the extensive linguistic and cultural assets students bring from their communities and families to the classroom. Families, communities, language, culture, and traditions provide the foundation for building assets that our students bring daily.

Instructional Programs in South Bay Union School District

(please refer to English learner documents)

Dual Language Two-Way Immersion Program, Grades TK-8th/Grades K-6th

The goals of the Dual Language Two-way Immersion Program are acquisition of full language proficiency and academic achievement in two languages: English and the target language, as well as positive cross-cultural competencies for ELs and English-proficient students. Instruction is delivered in the target language and English, with two different program models that vary by proportion of each language used in initial grades. The two program models are:

1. 90/10 = 90 percent instruction in the target language and 10 percent instruction in English in Transitional Kindergarten/Kindergarten/First grade. Each year more English is added until 50 percent target language and 50 percent English instruction is reached by fifth grade. This program model is offered at Nestor Language Academy Charter.
2. 50/50 = 50 percent instruction in the target language and 50 percent instruction in English. English and the target language are used equally for instruction beginning in Kindergarten. This program model is offered at Sunnyslope Elementary School.

ELs participating in the program are required to receive 30 minutes a day of designated English Language Development. Students are expected to meet grade level content standards in both languages.

Grade Level	Spanish	English
Transitional Kindergarten/ Kindergarten	90%	10%
First Grade	90%	10%
Second Grade	80%	20%
Third Grade	70%	30%
Fourth Grade	60%	40%
Fifth Grade – Eighth Grade	50%	50%

Structured English Immersion Program, Grades TK – 8th Grade

The goal of SEI, is acquisition of English language skills and access to core content so that ELs can succeed in an English classroom. This program option is designed to ensure that ELs meet ELD and grade-level standards through high-quality instruction. In addition to designated ELD, students are provided grade-level core content instruction that is appropriately differentiated and scaffolded in English. Primary language support can also be used for clarification throughout the day. (Monolingual English-speaking teachers or teachers who do not speak the home languages of all of their students can still effectively incorporate their students' home language into the classroom by allowing students to do prewriting in the home language; setting up a bilingual lending library; or having students use or create bilingual glossaries and dictionaries. The focus of SEI is to accelerate English language instruction to minimize academic deficits that may occur as students are not yet proficient in the language of instruction.

Transitional Bilingual Program, Grades K – 3

The goal of a transitional bilingual program is to help transition a student into English instruction as quickly as possible. Students are taught academic content in their primary language (Spanish) based upon Spanish language arts standards, while receiving a strong systematic English Language Development (ELD) program to acquire English. Each year, academic content is presented increasingly in English until the beginning of fourth grade when students transition into a Structured English Immersion (SEI) Program. Percentage of Spanish/English is as follows:

- Transitional Kindergarten (80% Spanish/20% English)
- Kindergarten (80% Spanish/20% English)
- 1st Grade (70% Spanish/30% English)
- 2nd Grade (60% Spanish/40% English)
- 3rd Grade (50% Spanish/50% English)

English Learners with Disabilities:

Individualized Educational Plan (IEP) teams will ensure that each English Learner receives appropriate services to develop English proficiency and has equitable access to the full curriculum. Each section of English Learner's IEP shall be written in a linguistically appropriate manner. IEP teams will include linguistically appropriate goals and objectives based on the student's level of English proficiency. IEP goals and objectives will fully address the ELA/ELD standards and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service. [The California Practitioner's Guide for Educating Students With Disabilities](#) provides detailed information on writing linguistically appropriate goals and objectives for IEPs. (participate in all programs)

Opt Out of English Learner Programs/Services:

A parent has the right to opt their child out of EL programs or particular English Learner (EL) services. This decision must be voluntary and based on a full understanding of the EL child's rights, the range of services available to the child, and the benefits of such services to the child. **SBUSD may not recommend that a parent opt a child out of EL programs or services for any reason.** If a parent decides to opt his or her child out of EL programs or particular EL services, that child still retains his or her status as an EL and will continue to take the Summative ELPAC until he or she meets criteria to reclassify to fluent English proficient. The site must continue to monitor the English language proficiency (ELP) and academic progress of EL students who opt out of EL programs and services. If a student does not demonstrate appropriate growth in ELP or maintain appropriate academic levels, the site must inform the parent in a language he or she understands and encourage him or her to opt his or her child into EL programs and services. Below are guidelines to assist school sites for parents who wish to opt their child out of EL programs or particular EL services.

- Parent requests that his or her child no longer receive EL programs or particular EL services
- Parent obtains opt out form from the district website or from the school site
- Parent brings the opt out form to a site administrator and schedules a meeting to discuss EL programs and services
- Site administrator contacts EL coordinator to inform the Learning & Innovation Department that a parent wants to opt their child out of EL programs or particular EL services
- Site administrator ask the EL coordinator clarifying questions and fully understands his/her responsibilities t the EL student
- Site administrator meets with parent and goes over the letter in a language that the parent understands – this may require an interpreter from Learning & Innovation or Global Village
- Parent initials and signs the form
- Site administrator signs the form

- Site makes a copy for the parent, a copy for the site for tracking, and sends a copy to the EL coordinator Learning & Innovation for final “approval”
- Learning & Innovation stamps the letter and sends back a copy to the site to be placed in the student’s purple folder and make a copy for EL coordinator for auditing purposes

Opting out of EL programs/services must be renewed on a yearly basis.

Rigorous, Standards Aligned Instruction for English Learners

Instructional Designs and Strategies

Instructional designs are defined as organized approaches that incorporate specific instructional strategies in a structured manner.

English Language Development (Designated ELD)

English Language Development (ELD) is a content area in its own right. The purpose of a Systematic English Language Development Program is to build a strong foundation in the English language. The ultimate goal is for students to reach high levels of competency in everyday and academic language (speaking, listening, reading, writing, and thinking) in English. The English Language Development (ELD) Standards (adopted November 2012) and the ELD Matrix (S. Dutro, J. Herrick, K. Prestridge) are necessary guides to instruction so that students are taught the essential vocabulary and structures of the English language. Although ELD is a content area in its own right, it is connected to and supports instruction in Language Arts. The ELD Standards address English language development and are aligned to the California Common Core State Standards in English Language Arts. All English Learners receive an ELD on a daily basis (designated and integrated).

The goals are for students to:

- Reclassify as Fluent English Proficient
- Meet California Common Core English Language Arts Standards
- Meet academic achievement in content areas and be College and Career Ready

As part of the core program provided, all identified English Learners receive a program of ELD instruction, in order to develop proficiency in English as rapidly and effectively as possible and meet state priorities for English Learners. The District takes appropriate action to overcome language barriers that impede equal participation by its students in its instructional programs.

At the beginning of the school year, schools receive an excel spreadsheet with current ELPAC data. Principals and teachers review the data and group students according to their proficiency levels as follows: Emerging (Level 1), Expanding (Levels 2 & 3) and Bridging (Levels 3 & 4). Based on these groupings' teachers teach the adopted core curriculum by proficiency levels for a minimum of 30 minutes a day. The principals and teachers develop a master schedule to ensure that there is a set time of the day for an ELD block in which students are given instruction at their proficiency levels. The students are monitored through the core curriculum assessments: Ongoing assessment logs, weekly task and unit assessment. These assessments along with ELPAC data, reading benchmark data and writing samples

are monitored by the teachers either during their planning time, PLC time with their colleagues or during staff meetings/professional development.

Ongoing assessment logs (adopted core resource): On a daily basis, teacher monitor the language the students are using while practicing the language. The teacher listens to the students using the language or observes the students writing the language and writes notes next to the student's names. This daily monitoring allows for the teacher to adjust her/his instruction during the designated ELD block.

Assessment Task and Unit Assessment (core adopted resource): Both assessments are summative. These assessments give the teacher information to reteach the language frames and structures or to continue with the lessons.

Reading Benchmark Data: Teachers also utilize this data to provide the students with extra guided reading during designated ELD. ELD libraries were purchased for each unit, theme, grade and proficiency level. Teachers utilize these libraries for read alouds, shared reading or guided reading.

Writing Samples: Throughout the year teachers during their PLC will calibrate writing scores based on rubrics. Teachers stack student writing in three categories: exceeding, meets and not yet. Using the rubric teachers can plan instruction based on the students' needs. This process supports teachers in looking at needs rather than deficits.

Instructional Block: Daily Integrated and Designated

Supplemental Resources: Imagine Learning, ELD Libraries

ELD Instruction: Differentiated by ELD level, Integrated Language Domains (L/S/R/W), Designated ELD: Systematic ELD

Integrated English Language Development

To ensure the academic achievement of English learners at SBUSD, we provide explicit language instruction to our English learner in all content areas by working in tandem with the CACSS and the CA ELD Standards.

We provide the teachers the process and tools for weaving explicit language instruction into content area teaching. Lesson planning is driven by the content and academic language demands of discipline-specific learning. Based on backward design and a gradual release of responsibility model, it prompts the teachers to: understand the role language plays in content learning decide what language knowledge students need to access content and express understanding and provide appropriate, explicit oral and written language instruction and practice

The Common Core and other content standards assume native English proficiency. By providing the strategies, scaffolds and explicit language instruction that emphasizes both academic English and critical literacy skills it supports English learners in acquiring the analytical language necessary to meet the demands of the Common Core. To continually build English learners content knowledge and academic language foundation to prepare them to meet the increasing demands of each grade level. We:

- Promotes learning goals that include both **content and language objectives**.
- Uses a **functional language approach** organized around the critical tasks and text structures needed to engage in rigorous, grade-appropriate, content-area coursework. Focuses on high-leverage academic language that is applicable across content areas.
- Is **explicitly taught and emphasizes oral and written language skills** to ensure that students develop the analytical language and processes necessary for college-ready work.

In our literacy block (reading & writing) teachers plan instruction around the language the students will be utilizing to show their understanding through communicating their thoughts, for example the we have the Reading Units of Study and Writing Units of Study EL Supports. The ELA standards are aligned to the ELD standards for each lesson in each unit. There is also another tool where the Coordinator of Learning & Innovation, aligned the teaching point (which is standards based) with language stems and frames at the 3 proficiency levels: Emerging, Expanding & Bridging, that students will need to have access to the instruction. Here is link to one of the examples: <https://drive.google.com/file/d/1KN2Moso8u5yN7jkwRMya6r3bSzEtBPX/view?usp=sharing>

In math, each unit at each of the grade levels is provided with scaffolds, supports & language stems & frames the teachers can use to plan instruction for the different proficiency levels: Emerging, Expanding & Bridging. Here is a link to one of these examples on page 25: https://docs.google.com/document/d/1Abh1wL_4nIXmN6IO-0NZ-dqg4tRSs---smdYHuW0zQA/edit?usp=sharing

The training teachers receive in Systematic ELD gives them the language students will need to communicate their understanding. When teachers compare and contrast, generalize, summarize, etc. in their instruction, the language that is taught in Designated ELD is language that travels to the other content areas. Teachers also utilize the Systematic ELD tools (language) to plan instruction in the other content areas, such as science and social studies because the language that is taught in Systematic ELD is language students can use in the other content areas. All of this planning is done during their PLCs.

Frontloading Language for Content

Frontloading is an instructional strategy in which students are pre-taught the vocabulary and structures (the forms and functions) needed for an upcoming lesson. Teachers must identify the language

structures and vocabulary necessary for students to be able to respond to comprehension questions both verbally and in writing. Frontloading enables students to focus on the language structures that they will encounter later in the text. Frontloading is a short, specific lesson in English. Teachers can use students' primary language to connect to English by identifying cognates, differences in syntax, and similarities in language structures.

Spanish to English Biliteracy Transfer of Skills

New learning is achieved most successfully when introduced in connection to prior knowledge. Students are able to transfer their knowledge from one language to another given adequate instruction, support and opportunities to make connections. A simple illustration would be if a student understands the concept of synonyms in their primary language (Spanish), they would be able to transfer the concept into the new language (English). Transfer of skills is directly taught so that students make the connection between their primary language and English. Transfer of Skills is possible when instruction about a specific concept or skill has already taken place in the students' primary language. The teacher then gradually assists the student in moving the knowledge from the primary language to the second language.

Specially Designed Academic Instruction in English (SDAIE)

SDAIE is a "Sheltered English" instructional design based upon linguistic theories of researchers including Dr. Steven Krashen and Dr. James Cummins. Their development of the "Contextual Interaction Theory" is at the core of SDAIE methodology and the selection of instructional strategies used within it. The two major components of the theory that impacts SDAIE methods are "comprehensible second language input" and a supportive affective environment.

SDAIE uses a set of instructional techniques and strategies designed to assist English Language Learners acquire English and learn academic content in English. These techniques and strategies are at the core of the Structured English Immersion (SEI) Program for students at the intermediate level and above of language proficiency, offered by the South Bay Union School District.

Teacher's using SDAIE instructional strategies allow for optimal English Language Development and content comprehension. SDAIE methods focus on content comprehension and English is acquired through this process.

Specific techniques and strategies used as part of the SDAIE methodology include:

Assessing prior knowledge and developing background knowledge.

Instruction is linked to personal experiences and builds upon that experience to expand understanding.

Realia, manipulatives (drawings, posters, brainstorming clusters, graphs, tables, maps, props, multimedia presentations, storyboards, story maps), visuals (study-prints, textbook illustrations, overhead-projected prints, reproductions of paintings, documents), graphic organizers (matrices, Venn diagrams, webs).

Grouping strategies such as small group, whole group, and planned opportunities for interaction between all individuals in the classroom (creating and acting out a skit, cooperative learning, collaborative learning, and student-generated stories based on personal experiences) are utilized.

Direct Instruction through explanation, modeling, and demonstration.

Guided Language Acquisition Design (GLAD)

GLAD is a Sheltered English instructional design developed out of Fountain Valley School District in Southern California. Project GLAD is an instructional method that is based upon creating a curriculum that teaches to and from the specific experiences of students, while maintaining high-level expectations for all students. This design is geared to all levels of language proficiencies. Through Project GLAD training, teachers are provided with research, theory, and practical effective strategies that promote academic language, literacy, academic achievement, and cross-cultural skills.

Tied to English Language Development Standards, the model trains teachers to use local district guidelines and curriculum in providing instruction in multi-lingual classrooms.

GLAD emphasizes classroom processes where students learn from each other through group work and sharing. Through this type of teamwork, the students develop their Basic Interpersonal Communication Skills (BICS) by using social skills and face-to-face interaction as they gain exposure to English speaking peers.

Reclassification of English Learners

English learners who demonstrate grade-level language proficiency equivalent to that of an English-Only peer are eligible to be **Redesignated as English Fluent Proficient (RFEP)**, also referred to as reclassification. Reclassification is a key goal for all students who are English learners and participate in SBUSD's Language Development Programs. Once an English learner is reclassified, they will fully participate in mainstream core content without ELD support. English learners who are reclassified are monitored for four years following reclassification per federal and state requirements, but reclassified students no longer receive designated or integrated ELD instruction. Students maintain their status as RFEP, or reclassified, until they exit the California public school system (5CCR§11304). (Please refer to English learner documents)

Reclassification Criteria:

ELs are reclassified to fluent-English proficient based on the following multiple criteria, in alignment with California EC and the State Board of Education recommendations: ([hyperlink to SBE recommendations](#)) The reclassification criteria set forth in California *Education Code (EC)* Section 313, and further detailed in Title 5 *California Code of Regulations (5 CCR)* section 11303, remain unchanged. Accordingly, LEAs should continue using the following four criteria; with the SBE approved standardization of criterion 1 as ELPAC Overall PL 4. The remaining criteria continue to be locally determined. (insert RFEP table)

1. Assessment of ELP, using an objective assessment instrument, including, but not limited to, the state test of ELPAC (ELPAC Overall PL 4 only); and
2. Teacher evaluation, including, but not limited to, a review of the student's curriculum mastery; and
3. Parent opinion and consultation; and
4. Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age.

Pursuant to 5 CCR, 11308 (c)(6) (Advisory Committees), any local reclassification procedures must be reviewed by the school district advisory committee on programs and services for EL students.

Reclassification Process:

Each fall, assessment data is analyzed to identify English learners eligible for reclassification according to the criteria. Sites receive forms for eligible students requiring signatures from the parent or guardian, teacher and principal to sign. Teachers contact parents or guardians of English learners who meet the reclassification criteria to gather parent opinion and consultation. If the parent agrees to the

recommendation of reclassification, the student is officially reclassified and no longer receives designated ELD instruction.

Reclassification for Students who are Eligible for Alternate Reclassification:

Students with disabilities are provided the same opportunities to be reclassified as students without disabilities. Therefore, IEP teams may determine appropriate measures of English language proficiency and performance in basic skills and minimum levels of proficiency on these measure that would be equivalent to a native English-speaking peer with similar disabilities in the same grade level.

In accordance with federal and state law, the IEP team may address the individual needs of ELs with disabilities using multiple criteria in concert with the four reclassification criteria in the California Education Code listed in the previous section. Other criteria may be used to supplement the four required criteria to ensure the most appropriate decision is made for each student.

Reclassification Monitoring:

Once students are reclassified, they retain the reclassified fluent English proficient (RFEP) status for the remainder of the time they are enrolled as a student in a Local Education Agency (school district). The academic progress of RFEP students must be monitored regularly for a minimum of four years, as required by state and federal guidelines and interventions are provided to ensure that these students reach and maintain grade level English proficiency and academic achievement.

PATHWAYS TO SEAL of BILITERACY

The process of measuring and documenting biliteracy needs to begin at any point when learners enter the educational system. Learners arrive with a variety of backgrounds in languages and literacies in their heritage languages as well as in English. Institutions are encouraged to set up multiple pathways to biliteracy that allow for different entry points as well as continuous development. Pathways may begin in pre-kindergarten, primary years, the secondary level, or whenever students enter the educational system, in order to produce achievement of the Seal of Biliteracy in high school. Students should then be able to continue developing high levels of biliteracy through pathways available in two- and four-year postsecondary options and in careers. The benefits of biliteracy have been demonstrated through research.

South Bay Union School District has built programs and learning opportunities to enable all students to attain, maintain, and continue to improve multilingual proficiency. SBUSD adopted the following board policy:

AR 5126 (a) & BP 5126 (a):

“In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English, including the Biliteracy Attainment Award for Students in a Dual Language Immersion program.”

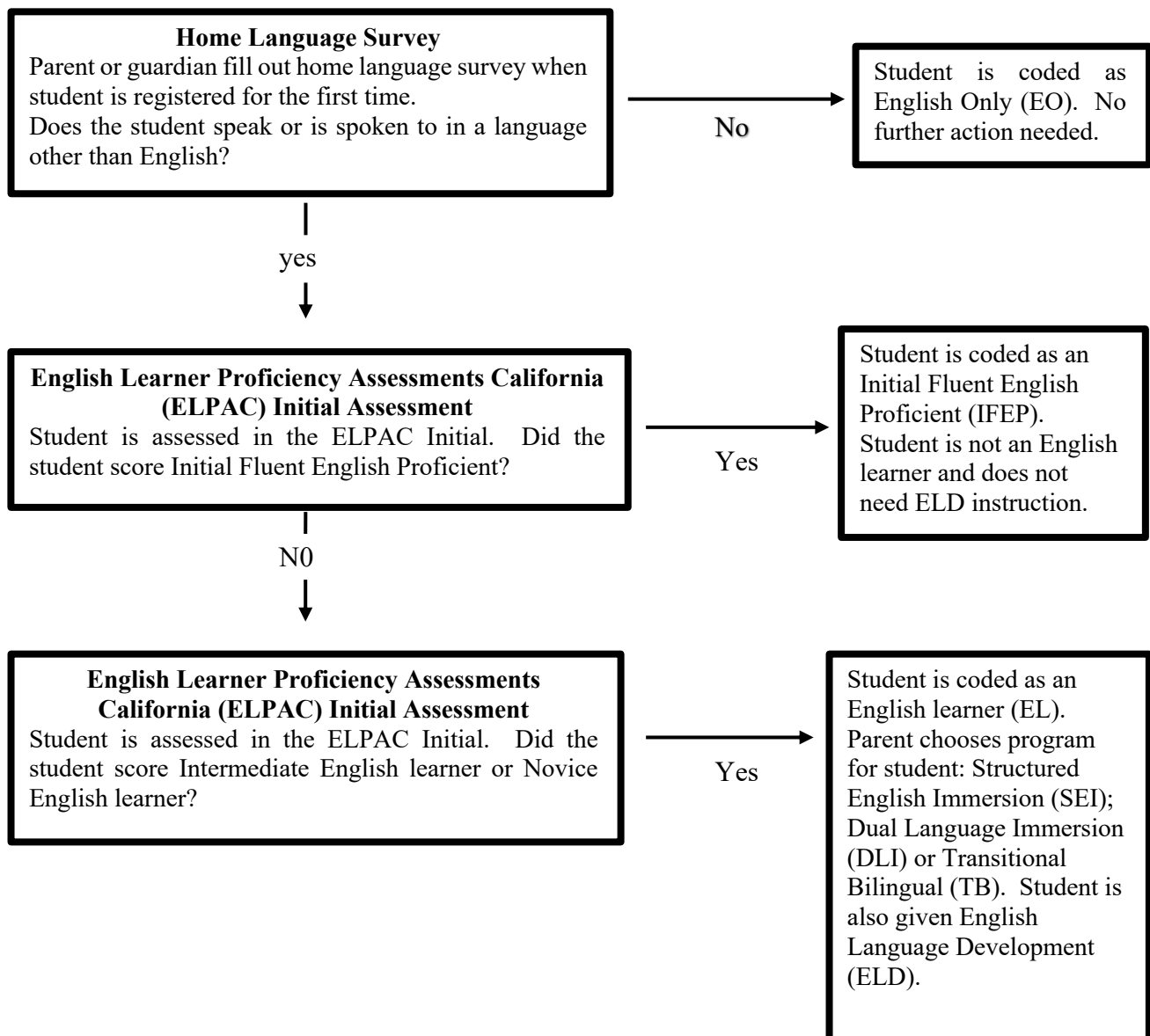
Biliteracy Award

South Bay Union School District established a “Biliteracy Attainment Award for students in the Dual Language Program as a pathway to honor Grade 6 students who have participated in the program. Students will be required to meet specific criteria to be eligible for the award. Additional information is available at Nestor Language Academy Charter and Sunnyslope.

English Learner Documents

English Learner Identification Process

California *Education Code*, Sections 313 and 60810 contain legal requirements which direct schools to determine the language(s) spoken in the home of each student. South Bay Union School District has created a flow chart below to show how we identify English learners.



SOUTH BAY UNION SCHOOL DISTRICT
EXTENDED HOME LANGUAGE SURVEY

Dear Parents:

Please help us better understand your child's educational and language background by filling out this form.

1. What language(s) did your child speak when he first began to talk? _____
2. Presently, when speaking to you (parents), what language(s) does your child use? _____
_____ with brothers/sisters? _____
_____ with other children? _____
_____ with other relatives? _____
_____ with babysitter? _____
3. What language(s) is used by adults to speak to this child? _____
4. What language(s) is most frequently used at home by adults? _____
5. Has your child attended, and received academic instruction in his/her native language? YES or NO

- If YES: A. At what age did your child enter school? _____
 B. How many years has your child been instructed
 in his/her native language? _____

6. Does your child **read** at home in his/her native language? YES or NO
7. Does your child **write** in his/her native language? YES or NO
8. Has your child had any English language instruction? YES or NO

- If YES: A. At what age did your child begin English
 language instruction? _____
 B. At what grade did your child begin English
 language instruction? _____
 C. Does someone in your household speak to
 your child in English? _____

9. What language(s) does your child hear at home with family and friends?
Mother _____ Grandparents _____
Father _____ Relatives _____
Brothers/Sisters _____ Babysitter _____

10. Which language do you think your child understands and speaks best? _____

11. In your opinion, does your child use good vocabulary and grammar compared to other children of the same age? (Does he make good sentences?) YES _____ NO _____. If NO, please describe the problem.

I understand if my child is identified as an English Learner he/she will be administered the ELPAC initial assessment in the first 30 days of enrollment.

CHILD'S NAME: _____ DATE: _____

PARENT/GUARDIAN SIGNATURE: _____ RELATIONSHIP: _____

DISTRITO ESCOLAR SOUTH BAY UNION
ESTUDIO DEL IDIOMA QUE SE HABLA EN CASA

Estimados padres de familia:

Por favor ayúdenos a comprender mejor los historiales educativos y lingüísticos de su niño/a llenando este formulario.

1. ¿Qué idioma(s) habló su hijo/a primero cuando empezó a hablar? _____
 2. Actualmente, ¿qué idioma(s) usa su hijo/a para comunicarse con ustedes (padres)? _____
_____ ¿con sus hermanos/as? _____
_____ ¿con otros niños/as? _____
_____ ¿con otras amistades? _____
_____ ¿con la cuidadora de niños? _____
 3. ¿Qué idioma(s) usan las personas adultas cuando hablan con su hijo/a? _____
 4. ¿Qué idioma(s) usan las personas adultas en casa con más frecuencia? _____
 5. ¿Ha asistido su hijo/a clases y recibido instrucción en su lengua materna? SI o NO
Si su respuesta es sí:
 A. ¿A qué edad entró su hijo/a a la escuela? _____
 B. ¿Por cuántos años le enseñaron a su hijo/a en su lengua materna? _____
 6. ¿**Lee** su hijo/a en casa en su lengua materna? SI o NO
 7. ¿**Escribe** su hijo/a en su lengua materna? SI o NO
 8. ¿Ha tenido su hijo/a alguna instrucción en el idioma inglés? SI o NO
Si su respuesta es sí:
 A. ¿A qué edad empezó su hijo/a a recibir instrucción en inglés? _____
 B. ¿En qué grado escolar empezó su hijo/a recibir instrucción en inglés? _____
 C. ¿Hay alguien en su hogar que le hable a su hijo/a en inglés? _____
 9. ¿Qué idioma(s) escucha su hijo/a en casa con familiares y amistades?
 Mamá _____ Abuelos _____
 Papá _____ Amistades _____
 Hermanos/as _____ Cuidadora de niños _____
 10. ¿Qué idioma cree usted que su hijo/a habla y entiende mejor? _____
 11. En su opinión, ¿usa su hijo/a un buen vocabulario y gramática en comparación con otros niños de la misma edad? (¿completa sus oraciones al hablar?) SI _____ NO _____. Si su respuesta es NO, favor de explicar el problema. _____
- Comprendo que, si mi niño/a es identificado como un estudiante de inglés, la evaluación inicial ELPAC se le administrará en los primeros 30 días de ser inscrito/a.

NOMBRE DEL ESTUDIANTE: _____ FECHA: _____

FIRMA DEL PADRE/TUTOR: _____ RELACIÓN: _____

South Bay Union School District
Initial Parent Notification Letter
Federal Title I or Title III and State Requirements

To the parent(s)/guardian(s) of:

School:

Date of Birth:

Date:

Grade:

Student ID #:

Primary Language:

Dear Parent(s) or Guardian(s): When your child enrolled in our school, a language other than English was noted on your child's Home Language Survey. The law requires us to assess your child and notify you of your child's proficiency level in English. We are required to inform you of the language acquisition program options from which you may choose the one that best suits your child. This letter also explains the criteria for a student to exit the English learner program. (20 United States Code Section 6312[e][3][A][i],[v],[vi])

Language Assessment Results
 (20 U.S.C Section 6312[e][3][A][ii])

Composite Domains	English Language Proficiency Assessment (ELPAC) Initial Assessment Performance Level
Overall	
Oral (Speaking and Listening)	
Written (Reading and Writing)	

Based on results of the English language proficiency assessment, your child has been identified as an **English learner (EL)**.

Check if applicable: ☐ **Individualized Education Program (IEP) on file**

A description of how your child's program placement will contribute to meeting the objectives of the IEP is attached. (20 U.S.C Section 6312[e][3][A][vii])

Exit (Reclassification) Criteria

The goal of language acquisition programs is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's exit (reclassification) criteria are listed below. (20 U.S.C. Section 6312[e][3][A][vi])

Required Criteria (California Education Code [EC] Section 313[f])	LEA Criteria
English Language Proficiency Assessment	<i>ELPAC Overall Score Level 4</i>
Comparison of Performance in Basic Skills	<i>SBAC Overall Score of nearly met, met or exceeded</i>
Teacher Evaluation	<i>Fountas & Pinnell or DRA Grade Level Benchmark</i>
Parental Opinion and Consultation	<i>Parent Meeting or Written Letter or Phone call</i>
	<i>Writing Sample/Middle School Grade Point Average</i>

Language Acquisition Programs

We are required to provide a **Structured English Immersion (SEI)** program option. If you choose this option, your child will be placed in a classroom that uses mostly English for instruction. (See the description below.)

*Our school(s) also offer a **Transitional Bilingual (1) and Dual Immersion (2)** programs that you may choose for your child. If you choose this option, your child will be placed in a classroom that uses English and Spanish language for instruction. (See the description below.)*

Requesting a Language Acquisition Program

Language acquisition programs are educational programs designed to ensure English acquisition occurs as rapidly and effectively as possible, and provides instruction to English learners based on the state-adopted academic content standards, including English language development (ELD) standards. (20 U.S.C. Section 6312[e][3][A][iii],[v]); EC Section 306[c])

Description of Program Options and Goals for English Learners

A description of the language acquisition programs provided in the *South Bay Union School District* are listed below. Please select the program that best suits your child. (20 U.S.C. Section 6312[e][3][A][iii],[v])

Structured English Immersion (SEI) Program: A language acquisition program for English learners in which nearly all classroom instruction is provided in English, but with curriculum and a presentation designed for pupils who are learning English. At minimum, students are offered ELD and access to grade level academic subject matter content.

Dual-Language Immersion (DLI) Program: Also referred to as **Two-Way Immersion**. A language acquisition program that provides language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. This program begins in Transitional Kindergarten/Kindergarten (TK/K) and continues to sixth grade.

Transitional Bilingual Program: A language acquisition program for English learners that provides instruction to pupils utilizing English and a pupil's native language for literacy and academic instruction, enabling an English learner to achieve English proficiency and meet state-adopted academic achievement goals. This program begins in TK/K and continues to third grade where students transition to instruction all in English.

Parents/Guardians may choose a language acquisition program that best suits their child. Schools in which the parents or legal guardians of 30 pupils or more per school or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (20 U.S.C. Section 6312[e][3][A][viii][II]); EC Section 310[a])

Parents may provide input regarding language acquisition programs during the development of the Local Control Accountability Plan. (EC Section 52062) If interested in a different program from those listed above, please contact **Lisa Celaya Coordinator Learning & Innovation at (619) 628-1633** to ask about the process.

Parents of English learners have a right to decline or opt their children out of the school district's language acquisition program or opt out of particular English learner service(s) within a language acquisition program. (20 U.S.C Section 6312[e][3][A][viii]) However, LEAs remain obligated to provide the student meaningful instruction until the student exits the program, inform the parent when progress is not made, and offer the parent programs and services to consider at that time. (5 California Code of Regulations Section 11302)

South Bay Union School District
NOTIFICACIÓN INICIAL PARA LOS PADRES
Requisitos federales del Título I o Título III y el estado

A los padres/tutores de:

Escuela:

Fecha de nacimiento:

Fecha:

Grado:

Estudiante ID#:

Idioma materno:

Estimados padres o tutores: Cuando inscribió a su hijo en nuestra escuela, indicó un idioma aparte del inglés en la encuesta de la lengua materna. La ley nos requiere evaluar a su hijo y notificarle de su nivel del dominio del inglés. Estamos obligados a informarle de las opciones de programas de adquisición de lenguaje disponibles para que usted pueda escoger la mejor para su hijo. Este aviso también explica los criterios para la salida del programa para aprendices del inglés. (20 Código de los Estados Unidos [U.S.C.]* sección 6312[e][3][A][i],[v],[vi])

Resultados de la evaluación del idioma
(20 U.S.C sección 6312[e][3][A][iii])

Ámbitos Compuestos	Evaluación del dominio del inglés (ELPAC)* Nivel de rendimiento de la evaluación inicial
General	Nivel:
Lo Oral (Expresión oral y comprensión auditiva)	
Lo Escrito (Lectura y escritura)	

Basado en los resultados de la evaluación del dominio del inglés, se ha identificado a su hijo como **un aprendiz del inglés (EL)***

Marque si es pertinente: ☐ Existe un **Programa de Educación Individualizado (IEP)***

Se adjunta una descripción de cómo el programa asignado a su hijo cumplirá con los objetivos del IEP. (20 U.S.C. sección 6312[e][3][A][vii])

Criterios para la reclasificación (la salida del programa)

El objetivo de los programas de adquisición de lenguaje es que los estudiantes logren a dominar el inglés lo más antes posible y que cumplan con las medidas de logros académicos estatales. Los criterios para la reclasificación en este distrito son los siguientes. (20 U.S.C. sección 6312[e][3][A][vi])

Los criterios generales (Código de educación de California [EC]* sección 313[f])	Los criterios de la agencia de educación local (LEA)*
Evaluación del dominio del inglés	Calificación de ELPAC Nivel 4
Comparación del desempeño en habilidades básicas	Calificación en EBAC de Estándar casi alcanzado, estándar alcanzado o estándar excedido
Evaluación del maestro	Exámenes de alfabetización de Fountas y Pinnell o DRA
Consulta y opinión de los padres	Cita con maestro(o) o carta o llamada telefónica
	Escritura de muestra / promedio de calificaciones de escuela secundaria

Programas de adquisición de lenguaje

Estamos obligados a ofrecer la opción del programa de **Inmersión Estructurada en Inglés (SEI)***. Si escoge esta opción, su hijo será asignado a un aula donde principalmente la instrucción se proporciona en inglés. (Vea la descripción más adelante).

Dos de nuestra escuela(s) también ofrece un **Programa de Inmersión Dual (DLI)** que puede escoger para su hijo. Si escoge esta opción, su hijo será asignado a un aula donde la instrucción se proporciona en inglés y en otro idioma para. (Vea la descripción más adelante). Una de nuestra escuela(s) también ofrece un **Programa Bilingüe de Transición** que puede escoger para su hijo. Si escoge esta opción, su hijo será asignado a un aula donde la instrucción se proporciona en inglés y en otro idioma para. (Vea la descripción más adelante).

Solicitar un programa de adquisición de lenguaje

Los programas de adquisición de lenguaje son programas educativos diseñados a asegurar que la adquisición del inglés se logre tan rápida y eficazmente como sea posible. Estos proporcionan instrucción para aprendices del inglés basadas en los estándares de la disciplina académica adoptadas por el estado, incluso los estándares para el Desarrollo del Inglés (ELD)*. (20 U.S.C. sección 6312[e][3][A][iii], [v]; EC sección 306[c])

Descripción de las opciones de programas y las metas para aprendices del inglés

En seguida se muestra una descripción de los programas de adquisición de lenguaje que ofrece **South Bay Union School District**. Seleccione el programa que mejor beneficiará a su hijo. (20 U.S.C. sección 6312[e][3][A][iii], [v])

Programa de Inmersión Estructurada en Inglés (SEI): Un programa de adquisición de lenguaje para aprendices del inglés en donde casi toda la instrucción en el aula se proporciona en inglés, pero con un plan de estudio y una presentación diseñada para los estudiantes que están aprendiendo inglés. Como mínimo, a los estudiantes se les ofrece ELD y acceso a la disciplina académica apropiada para su nivel de grado.

Programa de Inmersión Dual (DLI)*: También conocido como **Doble Inmersión**. Un programa de adquisición de lenguaje que proporciona el aprendizaje y la instrucción académica para hablantes nativos de inglés y hablantes nativos de otro idioma, con los objetivos de un alto logro académico, dominio del primer y segundo idioma y comprensión intercultural. Se inicia este programa típicamente en kindergarten transicional o kindergarten (TK/K)* y continúa hasta el sexto grado.

Programa Bilingüe de Transición: Un programa de adquisición de lenguaje para aprendices del inglés que proporciona instrucción en inglés y el idioma materno del estudiante para la alfabetización y la instrucción académica, permitiendo que aprendices del inglés logren el dominio del idioma inglés y el cumplimiento de las metas de logro académico adoptadas por el estado. Este programa inicia en TK/K y continúa hasta el tercer grado, momento en que los estudiantes hacen la transición a una instrucción completamente en inglés.

Los padres/tutores pueden escoger el mejor programa de adquisición de lenguaje para su hijo. Se le requerirá a las escuelas en que los padres o tutores legales de 30 alumnos o más por escuela o los padres o tutores legales de 20 alumnos o más en cualquier grado soliciten un programa de adquisición de lenguaje diseñado a proporcionar enseñanza del idioma que ofrezcan tal programa en la medida de lo posible. (20 U.S.C. sección 6312[e][3][A][viii][III]; EC sección 310[a])

Los padres pueden aportar información acerca de los programas de adquisición de lenguaje durante la elaboración del Plan de Control Local y Rendición de Cuentas. EC sección 52062) Si está interesado en un programa distinto a los mencionados anteriormente, comuníquese con **Lisa Celaya Coordinator Learning & Innovation at (619) 628-1633** para preguntar acerca del proceso.

Los padres de aprendices del inglés tienen derecho a rechazar u optar por que sus hijos no participen en el programa de adquisición de lenguaje del distrito escolar o en algún servicio específico para aprendices del inglés dentro de un programa de adquisición de lenguaje (20 U.S.C Sección 6312[e][3][A][viii]). Sin embargo, las LEA siguen obligadas a proporcionar instrucción significativa (5 Código de Reglamentos de California [CCR]* sección 11302) hasta que reclasifique, informar a los padres cuando no haya avances y ofrecer a los padres los programas y servicios que pueden considerar en ese momento. (5 Código de Regulaciones de California, sección 11302)



How do I determine which program is best for my child/children?

The selection of the program should be based on your child/children's level of English proficiency.

- Ask yourself if your child/children is able to navigate with "reasonable fluency" in English?
- Would it be beneficial to your child/children's academic development and acquisition of English if they were placed in a Developmental, Transitional or Dual Language Immersion Program?

Parents are always encouraged to contact their child's school to obtain further information about instructional program choices that are available. Parents will be informed about their child's instructional program placement by their school.



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INSTRUCTIONAL PROGRAMS FOR ENGLISH LANGUAGE LEARNERS

Introduction

The South Bay Union School District is actively committed to ensuring that all students have equal access to quality educational programs. The Board of Trustees formal adoption of the English Language Learner (ELL) Master Plan supports the District's commitment to academic excellence for all learners.

The Master Plan was written in accordance with current research, federal and state statutes and the requirements for English language learners set forth by Proposition 58. The Board of Trustees adopted the following goals to guide the development of ELL programs within the District described in the Master Plan.

District Goal

Our goal is to ensure that English language learners leaving the District after sixth grade are proficient in academic English and able to compete academically at the middle school level. In order to meet this goal, we are committed to the following:

- English language learners will increase one ELPAC proficiency level each year.
- English language learners who have been in the District at least four years will score Level 4 overall on the ELPAC and other criteria to be determined by the state.

This brochure was prepared in an effort to help you understand the educational programs and placement procedures in our schools.

What is a Transitional Program?

The Transitional Program is a transitional model offered in kindergarten through third grade. Bilingual teachers who possess a BCLAD teaching credential teach students enrolled in this program.

Students are taught academic content in their primary language (Spanish) based upon Spanish language arts standards, while receiving a strong systematic English Language Development (ELD) program to acquire English. Each year, academic content is presented increasingly in English until the beginning of fourth grade when students transition into a Structured English Immersion (SEI) Program. In fourth through sixth grade, within the SEI Programs, up to 30% of the instructional day may be used to provide students with primary language support based upon individual needs.

The Transitional Program is available for students in kindergarten through third grade whose parent request. Parents/Guardians may choose a language acquisition program that best suits their child. Schools in which the parents or legal guardians of 30 pupils or more per school or the parents or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (20 U.S.C. Section 6312[e][3][A][viii][III]; EC section 310 [a])

What is a Developmental Program?

The Developmental Program is an enrichment form of dual language education that students are taught academic content in their primary language (Spanish) based upon Spanish language arts standards, while receiving a strong systematic English Language Development (ELD) program to acquire English. The model will be offered in kindergarten through sixth grade. Bilingual teachers who possess a BCLAD teaching credential teach students enrolled in this program.

Parents/Guardians may choose a language acquisition program that best suits their child. Schools in which the parents or legal guardians of 30 pupils or more

per school or the parents or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (20 U.S.C. Section 6312[e][3][A][viii][III]; EC section 310 [a])

What are the Dual Language Immersion Programs?

The Dual Language Immersion program integrates language and academic instruction for native speakers of English and native speakers of Spanish with the goals of high academic achievement, first and second language proficiency, biliteracy and cross-cultural understanding.

A proportion of the home language to English in instruction starts at 90/10 or 50/50 in Transitional Kindergarten or Kindergarten. We offer these two programs at Nestor Language Academy Charter (90/10) 90% Spanish and 10% English and Sunnyslope Elementary (50/50) 50% of the content in Spanish 50% in English. Enrollment in these two programs requires an application process.

For more information please contact: Nestor Language Academy Charter or Sunnyslope Elementary School.

What is the Structured English Immersion Program?

Students taught in this program receive nearly all academic content, language arts, mathematics, social studies, and science, in English. Up to 30% of the instructional day may be used to provide students with primary language support based upon individual instructional needs. In addition, instructional designs to scaffold instruction in English are used and students receive a standards-based systematic English Language Development (ELD) program to acquire English.

This program is available for students in kindergarten through six grade whose proficiency level in English is emerging, expanding or bridging (Levels 1-4 on the ELPAC) Parents/Guardians may choose a language acquisition program that best suits their child. Schools in which the parents or legal guardians of 30 pupils or more per school or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (20 U.S.C. Section 6312[e][3][A][viii][III]; EC section 310 [a]).



South Bay Union School District
A community dedicated to achievement for all

¿Cómo puedo determinar cuál programa es mejor para mi hijo/s?

La selección del programa deberá de basarse en el dominio del nivel de inglés de su hijo/s.

- Pregúntese si su hijo/s puede navegar con un dominio razonable en inglés.
- ¿Podría ser benéfico para el desarrollo académico y adquisición del idioma inglés de su hijo/s si fuera colocado en un Programa de Desarrollo, Inmersión doble o de Transición?

Se le recomienda a los padres de familia comunicarse con la escuela de su hijo para obtener más información sobre las opciones de los programas educativos disponibles. La escuela le informará a los padres de familia sobre la colocación del programa educativo de su hijo/s.



South Bay Union School District
A community dedicated to achievement for all

MESA DIRECTIVA

Marco Amaral · Louis Barrios · Mary Doyle
Jannet Medina · Cheryl Quiñones

SUPERINTENDENTE

Katie McNamara, Ed.D.



South Bay Union School District
A community dedicated to achievement for all

PROGRAMAS EDUCATIVOS PARA ESTUDIANTES APRENDICES DE INGLÉS

Introducción

El Distrito Escolar South Bay Union está activamente comprometido en asegurar que todos los estudiantes tengan un mismo acceso a programas educativos de alta calidad. La Mesa Consultiva quien adoptó formalmente el Plan Maestro para estudiantes aprendiendo inglés (ELL), apoya el compromiso a la excelencia académica de todos los estudiantes.

El Plan Maestro fue escrito de acuerdo con estudios actuales, estatutos federales y estatales y con los requisitos para estudiantes aprendices de inglés, establecidos por la Preposición 58. La Mesa Consultiva adoptó las siguientes metas para guiar el desarrollo de programas para estudiantes aprendices de inglés en el Distrito como se describe en el plan maestro.

Metas del Distrito

Nuestra meta es asegurar que los estudiantes aprendices de inglés que se gradúan de sexto grado del Distrito, tengan un dominio académico en inglés y puedan competir académicamente a nivel secundaria. Para poder cumplir con éstas metas, nos comprometemos a lo siguiente:

- Cada año, los estudiantes aprendices de inglés aumentarán un nivel en el examen ELPAC.
- Estudiantes aprendices de inglés asistiendo al Distrito por lo menos cuatro años, obtendrán una calificación del nivel 4 en total en el examen ELPAC y otros criterios de ser determinados por el estado.



¿Cómo puedo determinar cuál programa es mejor para mi hijo/s?

La selección del programa deberá de basarse en el dominio del nivel de inglés de su hijo/s.

- Pregúntese si su hijo/s puede navegar con un dominio razonable en inglés.
- ¿Podría ser benéfico para el desarrollo académico y adquisición del idioma inglés de su hijo/s si fuera colocado en un Programa de Desarrollo, Inmersión doble o de Transición?

Se le recomienda a los padres de familia comunicarse con la escuela de su hijo para obtener más información sobre las opciones de los programas educativos disponibles. La escuela le informará a los padres de familia sobre la colocación del programa educativo de su hijo/s.



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PROGRAMAS EDUCATIVOS PARA ESTUDIANTES APRENDICES DE INGLÉS

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Metas del Distrito

Nuestra meta es asegurar que los estudiantes aprendices de inglés que se gradúan de sexto grado del Distrito, tengan un dominio académico en inglés y puedan competir académicamente a nivel secundaria. Para poder cumplir con estas metas, nos comprometemos a lo siguiente:

- Cada año, los estudiantes aprendices de inglés aumentarán un nivel en el examen ELPAC.
- Estudiantes aprendices de inglés asistiendo al Distrito por lo menos cuatro años, obtendrán una calificación del nivel 4 en total en el examen ELPAC y otros criterios de ser determinados por el estado.

South Bay Union School District
Annual Parent Notification Letter
Federal Title I or Title III and State Requirements

To the parent(s)/guardian(s) of: _____ School: _____ Date: _____

Student ID #: _____ Date of Birth: _____ Grade: _____ Primary Language: _____

Dear Parent(s) or Guardian(s): Your child continues to be identified as an English learner. Each year, we are required to assess your child and notify you of your child's proficiency level in English. We must also describe available language acquisition program options or which you may choose the one that best suits your child. This letter also contains the criteria for a student to exit the English learner program. (20 United States Code [U.S.C] Section 6312[e][3][A][i],[vi])

Language Assessment Results

(20 U.S.C Section 6312[e][3][A][ii])

Composite	Scale Score	Performance Level
Overall		
Oral Language		
Written Language		

Domain	Performance Level
Listening	
Speaking	
Reading	
Writing	

Check if applicable: ☐ **Individualized Education Program (IEP) on file**

A description of how your child's program placement will contribute to meeting the objectives of the IEP is attached. (20 U.S.C. Section 6312[e][3][A][vii])

Exit (Reclassification) Criteria

(20 U.S.C. Section 6312[e][3][A][vi])

The goal of language acquisition programs is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's exit (reclassification) criteria are listed below.

Required Criteria (California Education Code Section 313[f])	Local Educational Agency (LEA) Criteria
English Language Proficiency Assessment	<i>ELPAC Overall Score Level 4</i>
Comparison of Performance in Basic Skills	<i>SBAC Overall Score of nearly met, met or exceeded</i>
Teacher Evaluation	<i>Fountas & Pinnell or DRA Grade Level Benchmark Assessments</i>
Parental Opinion and Consultation	<i>Parent Meeting or Written Letter or Phone Call</i>
	<i>Writing Sample/Middle School Grade Point Average</i>

Academic Achievement Results

(20 U.S.C. Section 6312[e][3][A][ii])

Skill Area	Smarter Balanced Assessment Consortium (SBAC) or Local Measures	Other Measure
English Language Arts		
Mathematics		

Language Acquisition Programs

We are required to provide a **Structured English Immersion (SEI)** program option. If you choose this option your child will be placed in a classroom that uses mostly English for instruction. (See the description below.)

Two of our school(s) also offer a **Dual Immersion (DLI)** programs that you may choose for your child. If you choose this option your child will be placed in a classroom that uses English and another language for instruction. (See the description below).

One of our school(s) also offer a **Transitional Bilingual** program that you may choose for your child. If you choose this option your child will be placed in a classroom that uses English and another language for instruction. (See the description below).

Requesting a Language Acquisition Program

Language acquisition programs are educational programs designed to ensure English acquisition occurs as rapidly and effectively as possible, and provides instruction to English learners based on the state-adopted academic content standards, including English language development (ELD) standards. (20 U.S.C. Section 6312[e][3][A][iii],[v]); EC Section 306[c])

Description of Program Options and Goals for English Learners

A description of the language acquisition programs provided in the **South Bay Union School District** are listed below. Please select the program that best suits your child. (20 U.S.C. Section 6312[e][3][A][iii],[v])

Structured English Immersion (SEI) Program: A language acquisition program for English learners in which nearly all classroom instruction is provided in English, but with curriculum and a presentation designed for pupils who are learning English. At minimum, students are offered ELD and access to grade level academic subject matter content.

Dual-Language Immersion (DLI) Program: Also referred to as **Two-Way Immersion**. A language acquisition program that provides language learning and academic instruction for native speakers of English and native speakers of Spanish language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. This program begins in Transitional Kindergarten/Kindergarten (TK/K) and continues to sixth grade (Sunnyslope) TK to eighth grade (Nestor Language Academy).

Transitional Bilingual Program: A language acquisition program for English learners that provides instruction to pupils utilizing English and a pupil's native language (Spanish) for literacy and academic instruction, enabling an English learner to achieve English proficiency and meet state-adopted academic achievement goals. This program begins in TK/K and continues to third grade where students transition to instruction all in English.

Parents/Guardians may choose a language acquisition program that best suits their child. Schools in which the parents or legal guardians of 30 pupils or more per school or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (20 U.S.C. Section 6312[e][3][A][viii][III]); EC Section 310[a])

Parents may provide input regarding language acquisition programs during the development of the Local Control Accountability Plan. (EC Section 52062) If interested in a different program from those listed above, please contact **Lisa Celaya Coordinator Learning & Innovation at (619) 628-1633** to ask about the process.

Parents of English learners have a right to decline or opt their children out of the school district's language acquisition program or opt out of particular English learner service(s) within a language acquisition program. (20 U.S.C Section 6312[e][3][A][viii]) However, LEAs remain obligated to provide the student meaningful instruction) until the student is reclassified, inform the parent when progress is not made, and offer the parent programs and services to consider at that time. (5 California Code of Regulations Section 11302)

South Bay Union School District
NOTIFICACIÓN ANUAL PARA LOS PADRES
Requisitos federales del Título I o Título III y del estado

A los padres/tutores de: _____ Escuela: _____ Fecha: _____

Estudiante ID#: _____ Fecha de nacimiento: _____ Grado: _____ Idioma materno: _____

Estimados padres o tutores: Su hijo sigue siendo un aprendiz del inglés. Cada año, estamos obligados a evaluar a su hijo y notificarle del nivel de dominio del inglés. También debemos describir las opciones de programas de adquisición de lenguaje disponibles para que usted pueda escoger la mejor para su hijo. Este aviso también contiene los criterios para la salida del programa para aprendices del inglés. (20 Código de los Estados Unidos [U.S.C]* sección 6312[e][3][A][i],[vi])

Resultados de la evaluación del idioma
(20 U.S.C sección 6312[e][3][A][i],[vi])

Compuesto	Puntuación escalada	Nivel de rendimiento
General		
Expresión oral		
Expresión escrito		

Ámbito	Rendimiento
Comprensión auditiva	
Expresión oral	
Lectura	
Escritura	

Marque si es pertinente: ☐ **Existe un Programa de Educación Individualizado (IEP)***

Se adjunta una descripción de cómo el programa asignado a su hijo cumplirá con los objetivos del IEP.

Criterios para la reclasificación (la salida del programa)

El objetivo de los programas de adquisición de lenguaje es que los estudiantes logren dominar el inglés lo antes posible y que cumplan con las medidas de logros académicos estatales. Los criterios para la reclasificación en este distrito son los siguientes.

Los criterios generales Código de educación de California [EC]* Sección 313[f])	Los criterios de la agencia de educación local (LEA)*
Evaluación del dominio del inglés	Calificación de <i>ELPAC Nivel 4</i>
Comparación del desempeño en habilidades básicas	Calificación en <i>SBAC de Estándar casi alcanzado, estándar alcanzado o estándar excedido</i>
Evaluación del maestro	<i>Exámenes de alfabetización de Fountas & Pinnell o DRA</i>
Consulta y opinión de los padres	<i>Cita con maestra(o) o carta o llamada telefónica</i>
	<i>Escritura de muestra / promedio de calificaciones de escuela secundaria</i>

Resultados de los logros académico

Área de habilidad	Evaluación <i>Smarter Balanced Assessment Consortium (SBAC)*</i> o medidas locales	Otra medida
Artes del lenguaje inglés		
Matemáticas		

Programas de adquisición de lenguaje

Estamos obligados a ofrecer la opción del programa de **Inmersión Estructurada en Inglés (SEI)***. Si escoge esta opción, su hijo será asignado a un aula donde principalmente la instrucción se proporciona en inglés. (Vea la descripción más adelante).

*Dos de nuestra escuela(s) también ofrece un **Programa Inmersión Dual (DLI)** que puede escoger para su hijo. Si escoge esta opción, su hijo será asignado a un aula donde la instrucción se proporciona en inglés y en otro idioma (español). (Vea la descripción más adelante).*

*Una de nuestra escuela(s) también ofrece un **Programa Bilingüe de Transición** que puede escoger para su hijo. Si escoge esta opción, su hijo será asignado a un aula donde la instrucción se proporciona en inglés y en otro idioma (español). (Vea la descripción más adelante).*

Solicitar un programa de adquisición de lenguaje

Los programas de adquisición de lenguaje son programas educativos diseñados para asegurar que la adquisición del inglés se logre tan rápida y eficazmente como sea posible. Éstos proporcionan instrucción para aprendices del inglés basada en los estándares de la disciplina académica adoptadas por el estado, incluso los estándares para el Desarrollo del Inglés (ELD)*. (EC sección 306[c])

Descripción de las opciones de programas y las metas para aprendices del inglés

En seguida se muestran una descripción de los programas de adquisición de lenguaje que ofrece **South Bay Union School District**. Seleccione el programa que mejor beneficiará a su hijo.

Programa de Inmersión Estructurada en Inglés (SEI): Un programa de adquisición de lenguaje para aprendices del inglés en donde casi toda la instrucción en el aula se proporciona en inglés, pero con un plan de estudio y una presentación diseñada para los estudiantes que están aprendiendo inglés. Como mínimo, a los estudiantes se les ofrece ELD y acceso a la disciplina académica apropiada para su nivel de grado.

Programa de Inmersión Dual (DLI)*: También conocido como **Doble Inmersión**. Un programa de adquisición de lenguaje que proporciona el aprendizaje y la instrucción académica para hablantes nativos de inglés y hablantes nativos de otro idioma (español), con los objetivos de un alto logro académico, dominio del primer y segundo idioma y comprensión intercultural. Se inicia este programa típicamente en kindergarten transicional o kindergarten (TK/K)* y continúa hasta el sexto grado (Sunnyslope) y kindergarten transicional o kindergarten (TK/K)* y continúa hasta el octavo grado (Nestor Language Academy).

Programa Bilingüe de Transición: Un programa de adquisición de lenguaje para aprendices del inglés que proporciona instrucción en inglés y el idioma materno del estudiante (español) para la alfabetización y la instrucción académica, permitiendo que aprendices del inglés logren dominio del inglés y el cumplimiento de las metas de logro académico adoptadas por el estado. Inicia este programa en TK/K y continúa hasta el tercer grado, momento en que los estudiantes hacen la transición a una instrucción completamente en inglés.

Los padres/tutores pueden escoger el mejor programa de adquisición de lenguaje para su hijo. Se le requerirá a las escuelas en que los padres o tutores legales de 30 alumnos o más por escuela o los padres o tutores legales de 20 alumnos o más en cualquier grado soliciten un programa de adquisición de lenguaje diseñado a proporcionar enseñanza del idioma ofrecer tal programa en la medida de lo posible. (EC sección 310[a])

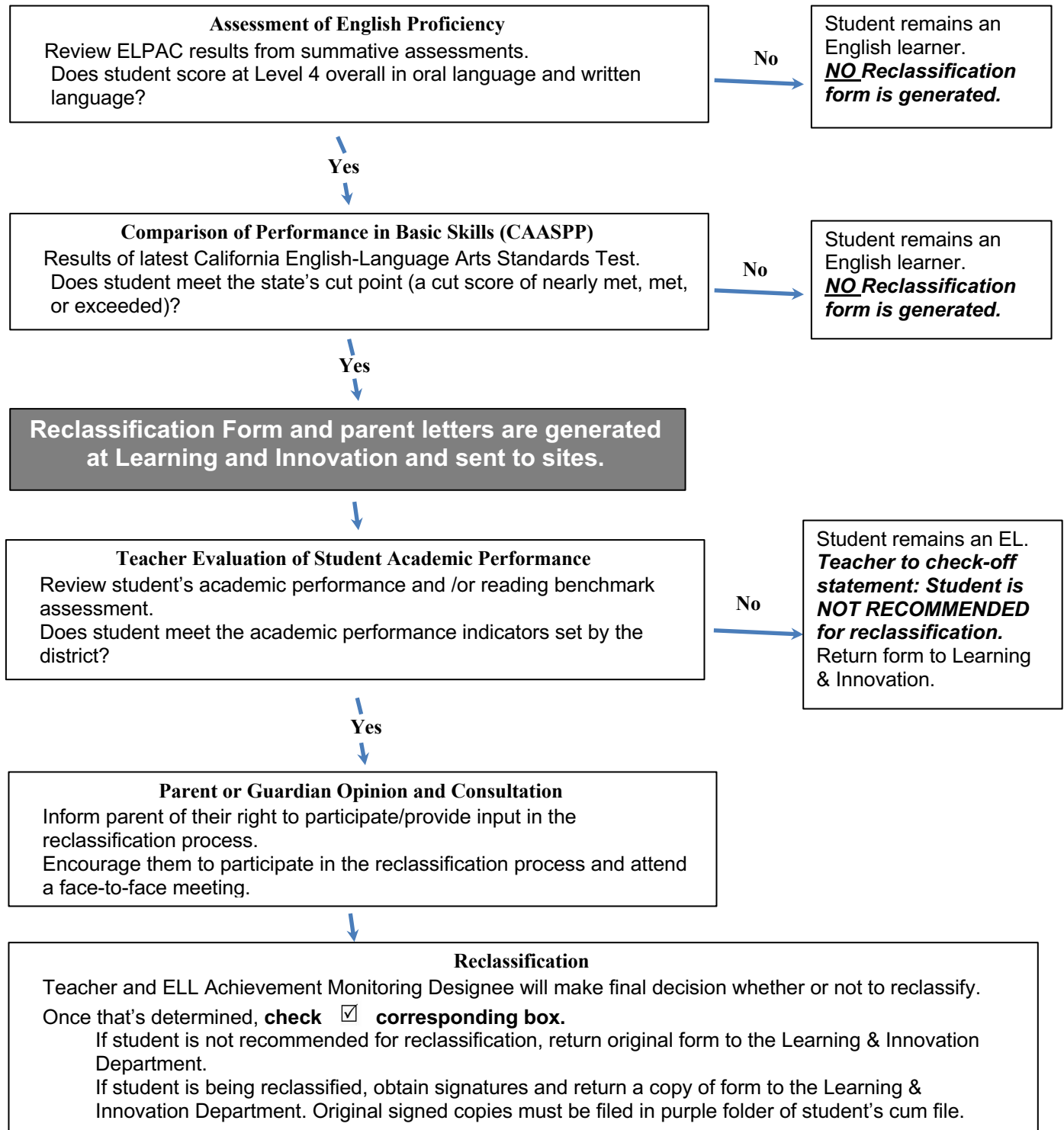
Los padres pueden aportar información acerca de los programas de adquisición de lenguaje durante la elaboración del Plan de Rendición de Cuentas con Control Local. Si está interesado en un programa distinto a los mencionados anteriormente, comuníquese con **Lisa Celaya Coordinator Learning & Innovation at (619) 628-1633** para preguntar acerca del proceso.

Los padres de aprendices del inglés tienen derecho a rechazar u optar por que sus hijos no participen en el programa de adquisición de lenguaje del distrito o en algún servicio específico para aprendices del inglés dentro de un programa de adquisición de lenguaje. 20 U.S.C sección 6312[e][3][A][viii]). Sin embargo, las LEA siguen obligadas a proporcionar instrucción significativa (5 Código de Reglamentos de California [CCR]* sección 11302) hasta que el estudiante reclasifique, informar a los padres cuando no haya avances / ofrecerle a los padres los programas y servicios que pueden considerar en ese momento.

SOUTH BAY UNION SCHOOL DISTRICT

Reclassifying a Student from English Learner to Fluent English Proficient

South Bay Union School District has developed a student reclassification policy and procedures based on the four criteria set forth in the reclassification guidelines approved by the State Board of Education (Education Code Section 313(d)). The chart below illustrates how the four criteria is used when evaluating a student's readiness for reclassification from English learner (EL) to fluent English proficient (RFEP).



South Bay Union School District
RECLASSIFICATION FORM

Student	Birthdate	Grade	Local ID#	State ID#
Home/Primary Language	Teacher		School Site	

Student eligibility for Reclassification from English Language Learner to Fluent English Proficient will be determined using the multiple criteria below pursuant to *Education Code Section 313*.

1. ELPAC Performance Levels

Criteria:

Test Date	Overall Score	Overall Oral Language Score	Overall Written Language Score

2. State & District Assessment Performance Levels

Criteria: Overall proficiency level of Met Expectations or Higher.

CAASPP	ELA	Math

3. Teacher Documentation

Criteria: Documented progress toward grade-level standards or site-based assessments

F & P or DRA	Fall	Winter	Spring

☐ Attached

☐ Outlined in Comments section below

Considerations for Students with Disabilities The IEP Team recommends the student be considered for reclassification at this time based on the criteria listed above and the following considerations (Please check one for each statement that is true):

☐ The student meets reclassification criteria in one or more of the criterion above

☐ Alternate Language Assessment Results :

☐ Score Report Attached ☐ Outlined in Comments section below

☐ It has been determined that failure to meet the reclassification in all areas is due to factors other than language:

☐ Date of IEP Meeting _____ [Meeting Notes Attached]

Comments:

4. Parent Opinion and Consultation

Date of Contact: _____ Method of Contact: ☐ Conference ☐ Telephone ☐ U.S. Mail

Comments:

Recommendation:

☐ Student is **RECOMMENDED** for Reclassification from English Language Learner (ELL) to Fluent English Proficient (RFEP) based on the assessment results and criteria outlined in this form.

☐ Student is **NOT RECOMMENDED** for Reclassification from English Language Learner (ELL) to Fluent English Proficient
Teacher: _____ Date: _____

Principal/Administrator: _____ Date: _____

Parent Signature: _____ Date: _____

South Bay Union School District
RECLASSIFICATION FORM

Student	Birthdate	Grade	Local ID#	State ID#
Home/Primary Language	Teacher		School Site	

Student eligibility for Reclassification from English Language Learner to Fluent English Proficient will be determined using the multiple criteria below pursuant to *Education Code Section 313*.

1. ELPAC Performance Levels

Criteria:

Test Date	Overall Score	Overall Oral Language Score	Overall Written Language Score

2. State & District Assessment Performance Levels

Criteria:

CAASPP	ELA	Math

3. District Report Card Data

Criteria: Overall GPA is 2.0 or Performance of 'C' or higher in English, World Cultures or U.S. History, and Health or Science

Overall GPA	Semester 1	Semester 2

7 th /8 th Grade	English	Sem. 1	Sem. 2	U.S. History or World Cultures	Sem 1	Sem 2	Health or Science	Sem 1	Sem 2

4. Teacher Documentation

Criteria: Documented progress toward grade-level standards or site-based assessments

☐ Attached

☐ Outlined in Comments section below

Considerations for Students with Disabilities The IEP Team recommends the student be considered for reclassification at this time based on the four criteria listed above and the following considerations (Please check one for each statement that is true):

☐ The student meets reclassification criteria in one or more of the criterion above

☐ Alternate Language Assessment Results :

☐ Score Report Attached ☐ Outlined in Comments section below

☐ It has been determined that failure to meet the reclassification in all areas is due to factors other than language:

☐ Date of IEP Meeting _____ [Meeting Notes Attached]

Comments: _____

5. Parent Opinion and Consultation

Date of Contact: _____ Method of Contact: ☐ Conference ☐ Telephone ☐ U.S. Mail

Comments: _____

Recommendation:

☐ Student is **RECOMMENDED** for Reclassification from English Language Learner (ELL) to Fluent English Proficient (RFEP) based on the assessment results and criteria outlined in this form.

☐ Student is **NOT RECOMMENDED** for Reclassification from English Language Learner (ELL) to Fluent English Proficient

Teacher: _____ Date: _____

Principal/Administrator: _____ Date: _____

Parent Signature: _____ Date: _____

RFEP Due to IEP Team Decision
REFERRAL FORM

Student	Birthdate	Grade	Local ID#	SSID#
Home/Primary Language		Teacher/Case Manager		School Site

1. Did this student take the ELPAC or Alternative Assessment in the last year? Include date of assessment and copy of scores if available:
2. Did this student take state assessments (CAASPP or CAA) in the last year? Please include scores or rationale as to why they did not take the assessments:

ELPAC Performance Levels:

Test Date	Overall	Oral	Written

State Assessment Performance Levels:

CAASPP	ELA	Math

District Assessment Performance Levels:

F & P or DRA	Fall	Winter	Spring

Rationale:

3. Has an IEP Team meeting been held or scheduled to discuss RFEP Due to IEP Team Decision? Please include copy of IEP Team Meeting notes or date of schedule meeting:

☐ Notes Attached ☐ Date of Scheduled Meeting

4. Is it your professional opinion and the agreement of the team that failure to meet the reclassification in all areas is due to factors other than language?

☐ Yes ☐ No ☐ Other (describe below)

Comment:

Please submit this form to Lisa Celaya in Learning and Innovation.

Teacher/Case Manager Name: _____

Signature: _____

RFEP Due to IEP Team Decision**REFERRAL FORM**

Student	Birthdate	Grade	Local ID#	SSID#
Home/Primary Language		Teacher/Case Manager		School Site

1. Did this student take the ELPAC or Alternative Assessment in the last year? Include date of assessment and copy of scores if available:

2. Did this student take state assessments (CAASPP or CAA) in the last year? Please include scores or rationale as to why they did not take the assessments:

ELPAC Performance Levels:

Test Date	Overall	Oral	Written

State Assessment Performance Levels:

CAASPP	ELA		Math	

District Report Card Data

Criteria: Overall GPA is 2.0 or Performance of 'C' or higher in English, World Cultures or U.S. History, and Health or Science

Overall GPA	Semester 1	Semester 2

7 th /8 th Grade	English	Semester 1	Semester 2	U.S. History or World Cultures	Semester 1	Semester 2	Health or Science	Semester 1	Semester 2

Rationale:

3. Has an IEP Team meeting been held or scheduled to discuss RFEP Due to IEP Team Decision? Please include copy of IEP Team Meeting notes or date of schedule meeting:

☐ Notes Attached ☐ Date of Scheduled Meeting

4. Is it your professional opinion and the agreement of the team that failure to meet the reclassification in all areas is due to factors other than language?

☐ Yes ☐ No ☐ Other (describe below)

Comment:

Please submit this form to Lisa Celaya in Learning and Innovation

Teacher/Case Manager Name: _____

Signature: _____

South Bay Union School District
FOUR-YEAR MONITORING PLAN
Reclassified Student Progress

Student	Birthdate	Grade	Local ID#	State ID#
Monitoring Year <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Teacher		School Site	

In accordance with existing California regulations and the federal legislation Every Student Succeeds Act, the progress of students who have been reclassified from English Language Learner (ELL) to Fluent English Proficient (RFEP) must be monitored for four years to ensure that reclassification was an appropriate decision. Teachers of reclassified students must complete the following progress report for a four-year period after reclassification. **This report is to be filed in the student's cumulative file in the English Learner folder.**

ELPAC Performance Levels

Criteria: Overall proficiency level (4)

Test Date	Overall Score	Overall Oral Language Score	Overall Written Language Score

State & District Assessment Performance Levels

Criteria: Overall proficiency level of Standard Met or higher

CAASPP	Date	ELA	Math	Comment

Teacher Documentation

Criteria: Documented progress toward grade-level standards or site-based assessments

F & P or DRA	Date	Fall	Winter	Spring	Comment

☐ *Attached*

☐ *Outlined in Comments section below*

Considerations for Students with Disabilities

☐ IEP Goal Progress Report Attached

☐ *Outlined in Comments section below*

Comments: _____

Does the performance outlined above meet the criteria listed?

☐ Yes

☐ No (please complete Intervention Plan section below)

INTERVENTION PLAN

Reason for insufficient progress:

In your informed opinion, is student lack of progress due to lack of English Proficiency? ☐ Yes ☐ No

Intervention Plan:

Teacher Name: _____ Teacher Signature: _____ Date: _____

South Bay Union School District
FOUR-YEAR MONITORING PLAN
 Reclassified Student Progress

Student	Birthdate	Grade	Local ID#	State ID#
Monitoring Year <input type="checkbox"/> 1 <input type="checkbox"/> 2. <input type="checkbox"/> 3 <input type="checkbox"/> 4	Teacher		School Site	

In accordance with existing California regulations and the federal legislation Every Student Succeeds Act, the progress of students who have been reclassified from English Language Learner (ELL) to Fluent English Proficient (RFEP) must be monitored for four years to ensure that reclassification was an appropriate decision. Teachers of reclassified students must complete the following progress report for a four-year period after reclassification. **This report is to be filed in the student's cumulative file in the English Learner folder.**

ELPAC Performance Levels

Criteria: Overall proficiency level (4)

Test Date	Overall Score	Overall Oral Language Score	Overall Written Language Score

State & District Assessment Performance Levels

Criteria: Overall proficiency level of Standard Met or higher

CAASPP	Date	ELA	Math	Comment

Teacher Documentation

Criteria: Documented progress toward grade-level standards or site-based assessments

Overall GPA	Semester 1	Semester 2	Comment

☐ Attached

☐ Outlined in Comments section below

Considerations for Students with Disabilities

☐ IEP Goal Progress Report Attached

☐ Outlined in Comments section below

Comments: _____

Does the performance outlined above meet the criteria listed?

☐ Yes

☐ No (please complete Intervention Plan section below)

INTERVENTION PLAN

Reason for insufficient progress:

In your informed opinion, is student lack of progress due to lack of English Proficiency? ☐ Yes ☐ No

Intervention Plan:

Teacher Name: _____ Teacher Signature: _____ Date: _____



South Bay Union School District

A community dedicated to achievement for all



Parent/Guardian OPT Out of English Learner Services

School: _____ Date: _____

Dear Parent or Guardian,

We understand that it is your choice to decline the English Learner (EL) program or particular EL services proposed for your child

_____. EL services are specifically designed to help your child obtain English language proficiency as well as acquire grade-level content. However, as stated in our conversation, you have the right to opt your child out of the program or particular services.

If you still wish to opt your child out of the EL program or particular EL services, please initial next to each item on the checklist below. Doing so will indicate that you fully understand and agree with each statement. After you have initialed next to each of the statements, please sign, date, and return the form to your child's school. We will keep this document of file stating that you have declined or do not want these indicated EL services for your child.

- _____ I understand that my child will still be designate an "English Learner" and have his or her English proficiency assessed once per year with Summative ELPAC until he/she meets the criteria for reclassification to Fluent English Proficient (RFEP).
- _____ I am aware of my child's English language assessment score and other information about my child's current academic progress, and understand why he/she was recommended for additional English language instruction.
- _____ I have had the opportunity to discuss the available EL programs and services with the school.
- _____ I am familiar with the EL programs and services the school has available for my child.
- _____ I understand that the school believes its recommendation is the most academically beneficial for my child.
- _____ All of this information has been presented to me in a language I fully understand.

I, _____, with a full understanding of the above information, wish to
Parent or Guardian Name

(Please check **one** of the boxes below)

- ☐ Decline **all** of the EL programs and EL services offered to my child.
- ☐ Decline **some** of the EL programs and/or particular EL services offered to my child.

In particular, I wish to decline (List program/services): _____

Parent Signature

Child's Name

Student ID

Grade

Administrator's Signature

Administrator's Name

Date

Learning & Innovation/Student Support &
Accountability Use Only
Date Received:



South Bay Union School District

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Exclusión de servicios EL

Escuela: _____ Fecha: _____

Estimado padre de familia o tutor,

Entendemos que es su elección rechazar el programa de aprendientes de inglés (EL) o los servicios EL específicos propuestos para su hijo/a _____. Los servicios EL están diseñados específicamente para ayudar a su hijo a lograr el dominio del idioma inglés, así como aprender el contenido académico de nivel de grado. Sin embargo, como se indicó en nuestra conversación, usted tiene el derecho de excluir a su hijo/a del programa o de los servicios en particular.

Si aun desea excluir a su hijo/a del programa EL o de los servicios EL específicos, escriba sus iniciales junto a cada declaración a continuación. Si lo hace, indicara que comprende completamente y esta de acuerdo con cada afirmación. Una vez que ha escrito sus iniciales junto a cada una de las declaraciones, firme, feche y entregue el formulario en la escuela de su hijo/a. Conservaremos este documento en archivo indicando que usted ha rechazado o no desea estos servicios EL indicados para su hijo/a.

- _____ Entiendo que mi hijo/a seguirá designado como "aprendiente de ingles" y se evaluará su dominio de idioma inglés una vez al año con la prueba ELPAC hasta que cumpla con los criterios para la reclasificación a un nivel de dominio inglés (RFEP).
- _____ Estoy consciente de la puntuación de la evaluación del idioma inglés de mi hijo/a y de otra información sobre el progreso académico y comprendo por qué se le recomendó para recibir instrucción adicional en el idioma inglés.
- _____ He tenido la oportunidad de discutir sobre los programas y servicios EL disponibles con el personal de la escuela.
- _____ Estoy familiarizado con los programas y servicios EL que la escuela tiene disponibles para mi hijo/a.
- _____ Entiendo que la escuela cree que su recomendación es la más beneficiosa académicamente para mi hijo/a.
- _____ Se me ha presentado toda esta información en un idioma que comprendo completamente.

Yo _____, comprendo completamente la información de arriba y deseo:

Nombre del padre de familia o tutor

(Favor de marca **una** de las siguientes opciones)

- ☐ Rechazar **todos** los programas y servicios EL que se ofrecieron a mi hijo/a.
- ☐ Rechazar **algunos** de los programas EL y/o servicios específicos que se ofrecieron a mi hijo/a.

Específicamente, deseo rechazar lo siguiente (programas/servicios): _____

Firma del padre de familia o tutor

Nombre del estudiante

Numero estudiantil

Grado

Firma del administrador/a

Nombre del Administrador/a

Fecha

Learning & Innovation/Student Support &
Accountability Use Only
Date Received:

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Pamela Reichert-Montiel, Director
SUBJECT: Enrollment/Attendance Report

BACKGROUND INFORMATION

Each year, the District provides an update on enrollment and attendance to the Board.

CURRENT CONSIDERATIONS

The presentation will include enrollment trends, current data by site, and attendance information.

IMPACT ON STUDENT ACHIEVEMENT

There is no impact on student achievement related to this item.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

There are no financial implications related to this item.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend recognition of Director Pamela Reichert-Montiel.

SUPERINTENDENT'S RECOMMENDATION

Recommend recognition.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Janea Marking, Assistant Superintendent, Business Services
SUBJECT: Resolution 21-014

BACKGROUND INFORMATION

South Bay has a proud reputation of prioritizing the health and safety of staff and students throughout the COVID19 pandemic. This is a continuation of the long-term practice that health and safety of everyone is always our top responsibility.

In preparation for the reopening of schools, Facilities sought out a certified Heating, Ventilation, and Air Conditioning Systems (HVAC) assessment to ensure the performance and functionality of our equipment in response to the enacted AB 841 School Reopening Ventilation and Energy Efficiency Verification and Repair Program Guidelines. This is because efficient and effective HVAC systems can protect human health by filtering out pollutants and pathogens in addition to keeping environments comfortable.

Additionally, CO2 monitors will be installed to monitor and maintain low levels of CO2 and high levels of fresh air inside District facilities. The CDC recommends increasing fresh air to indoor spaces as an important approach to minimizing exposure to COVID-19 virus particles.

Given that the school year started on July 26, 2021, and the District had a negotiated agreement with SWTA that further prioritized the importance of our HVAC system functionality (the Hybrid Learning and Safety MOU), the Superintendent approved this as emergency work to begin as soon as possible. The Board approved the use of the 20-007 Emergency Resolution to begin this work at their May 27, 2021 meeting. However, due to Ed Code, as stated in the attached Resolution, separate Board approval is required to effectively bypass the bidding process.

CURRENT CONSIDERATIONS

Resolution 21-014 is attached as an Exhibit.

IMPACT ON STUDENT ACHIEVEMENT

Students and staff benefit from classrooms that provide healthy and safe conditions. Ensuring CO2 monitors on HVAC systems supports student learning by not only mitigating virus and pollutant particles, but also by improving the overall air quality in our learning spaces. Improved air quality has been linked to better attendance, improved focus, and increased achievement.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

The CO2 filters for all District HVAC systems is \$432,282.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend adoption of Resolution 21-014, Emergency Waiver for the installation of CO2 monitors on District-wide HVAC systems.

SUPERINTENDENT'S RECOMMENDATION

Recommend adoption.

ATTACHMENTS:

Description

Resolution

Upload Date Type

8/23/2021 Exhibit

RESOLUTION FOR EMERGENCY WAIVER

South Bay Union School District Resolution 21-014

On Motion of Member ____, seconded by Member ____, the following resolution is adopted by the Governing Board of the South Bay Union School District:

WHEREAS, the World Health Organization has declared COVID19 to be a global pandemic; and

WHEREAS, properly equipped Heating, Ventilation, and Air Conditioning Systems (HVAC) can protect human health by filtering out pollutants and pathogens in addition to keeping environments comfortable; and

WHEREAS, the Centers for Disease Control (CDC) recommends monitoring and maintaining low CO2 levels by increasing fresh air to minimize exposure to COVID19 virus particles; and

WHEREAS, AB 841 established the School Reopening Ventilation and Energy Efficiency Verification and Repair Program Guidelines; and

WHEREAS, Public Contract Code section 20113 (school districts), as further defined by Public Contract Code section 1102, provides that school districts may, with approval of the governing board and approval of the county superintendent of schools, contract for the performance of labor and purchase of materials without advertising for or inviting bids in an emergency when such work is necessary to permit the continuance of existing school classes or to avoid danger to life or property;

NOW THEREFORE, be it resolved that the Governing Board of the South Bay Union School District has determined that these circumstances constitute an emergency condition and request approval from the county superintendent of schools to enter into contracts for the installation of CO2 monitors throughout all district HVAC systems without advertising or inviting bids pursuant to Public Contract Code section 20113 (school districts) and Public Contract Code section 1102.

PASSED AND ADOPTED by unanimous vote of the members of the Governing Board of the South Bay Union School District this 26th day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

I, Cheryl Quinones, Clerk of the Governing Board of the South Bay Union School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regularly called and conducted meeting held on said date.

Cheryl Quinones, Clerk of the Governing Board

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

ATTACHMENTS:

Description	Upload Date	Type
Regular Meeting	8/5/2021	Exhibit
Special Meeting	8/5/2021	Exhibit

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

MINUTES of the REGULAR
BOARD MEETING of JULY 22, 2021

1. PRELIMINARY – REGULAR BOARD MEETING

- CALL TO ORDER: By President Doyle at 6:00 PM on Zoom Conferencing.
- ROLL CALL: Present: Trustees Amaral, Barrios, Doyle, and Quinones. Superintendent Katie McNamara and others present. Trustee Medina was absent.
- PLEDGE OF ALLEGIANCE: Trustee Doyle led the Pledge of Allegiance.

2. CHANGES TO THE AGENDA

None.

3. APPROVAL OF MEETING AGENDA

Motion by Trustee Quinones to approve the July 22, 2021, Board Meeting agenda as posted. **Second** by Trustee Amaral. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, and Quinones; Noes-None; Abstain-None; Absent-Trustee Medina. **Motion carried.**

4. COMMUNICATIONS TO THE BOARD OF TRUSTEES

- Deputy Superintendent Cindy Wagner discussed the preparations for the opening of school.
- Assistant Superintendent Janea Marking discussed the VIP Village Preschool Ribbon Cutting and Enrollment Event. She described the solar project currently underway District-wide.
- South Bay PTA Council President Sonya Vargas discussed the start of the school year and PTA activities.
- Superintendent Katie McNamara discussed recent events including promotion celebrations and the opening of the new VIP Village Preschool campus. She announced that future Board Meetings will take place in-person and via live streaming. She welcomed everyone to the 2021-2022 school year and thanked the community for their cooperation with safety guidelines.

5. PUBLIC COMMENTS ON NON-AGENDA ITEMS

- None.

6. DISCUSSION/ACTION ITEMS

- Contract with Leadership Associates
The Board discussed the Services Agreement Contract with Leadership Associates to conduct a Superintendent search.

Amended Motion by Trustee Doyle to approve the Services Agreement Contract with Leadership Associates to conduct a Superintendent search with the removal of “provided the Board majority remains the same” from the Guarantee section. **Second**

by Trustee Amaral. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, and Quinones; Noes-None; Abstain-None; Absent-Trustee Medina. **Motion carried.**

- ESSER Safe Return to In-Person Instruction and Continuity of Services Plan
Deputy Superintendent Cindy Wagner presented the Plan and requested approval.

Motion by Trustee Amaral to approve the ESSER Safe Return to In-Person Instruction and Continuity of Services Plan. **Second** by Trustee Quinones. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, and Quinones; Noes-None; Abstain-None; Absent-Trustee Medina. **Motion carried.**

- School Plans for Student Achievement
Deputy Superintendent Cindy Wagner presented the Plans and requested approval.

Motion by Trustee Quinones to approve the School Plans for Student Achievement. **Second** by Trustee Doyle. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, and Quinones; Noes-None; Abstain-None; Absent-Trustee Medina. **Motion carried.**

- Governance Documents
Recognize Deputy Superintendent Cindy Wagner, review the Board Governance Documents, provide comments/direction, and approve for First and Final Reading.

Motion by Trustee Quinones to approve *BP/AR 6158 – Independent Study* for First and Final Reading. **Second** by Trustee Amaral. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, and Quinones; Noes-None; Abstain-None; Absent-Trustee Medina. **Motion carried.**

7. CONSENT CALENDAR

Motion by Trustee Quinones to approve/ratify/accept/adopt all items on the Consent Calendar as amended and listed below. **Second by** Trustee Doyle. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, and Quinones; Noes-None; Abstain-None; Absent-Trustee Medina. **Motion Carried.**

- Minutes of the Regular Meeting on June 10, 2021 and the Special Meeting on July 15, 2021.
- Proclamation recognizing Women's Equality Day on August 26, 2021.
- Resolution 21-011 to enter into a local agreement with the California Department of Education for Child Development Services for the 2021-2022 school year.
- Agreement with Jewish Family Service for the Positive Parenting Program.
- Williams Uniform Complaint Procedures Report for Quarter 4.
- Agreement with South Bay Community Services for implementation of the Children's Mental Health Program.
- Agreement with the San Joaquin County Office of Education.
- Confidential Settlement Agreement - SSID# 4502330346 Perm ID: 1118052
- Agreement with the Orange County Office of Education.
- Agreement with Maxim Healthcare Services for Special Education staffing.

- Agreement with the San Diego Center for Children for Non-Public School placements for 2021-2022.
- Award of bid for unified communication services to En@.
- Agreement with South Bay Community Services for implementation of school-based Prevention and Early Intervention (PEI) services.
- Agreement with the Institute for Effective Education for Non-Public School placements for 2021-2022.
- Confidential Settlement Agreement - SSID# 8239246907 Perm ID: 1120896
- School district warrants and checks as listed.
- Purchase Orders listed on Purchase Order Reports 13 and 1.
- MOU with CSEA, Chapter 59 regarding the Impacts and Effects of Technology.
- MOU with CSEA, Chapter 59 regarding the Impacts and Effects of Resolution 20-039.
- Memorandums of Understanding with SWTA.
- Proceeding with the contracts and vendors for Child Nutrition procurement for 2021-2022.
- Agreement for Legal Services with Atkinson, Andelson, Loya, Ruud & Romo.
- Certificated and Classified Activity Lists.
- Resolution 21-012 regarding the District's intent to assign teachers under Board Policy 4113 to provide greater flexibility in local teacher assignments in grades TK-8.

8. COMMUNICATION FROM THE BOARD OF TRUSTEES

- Trustee Doyle discussed the VIP Village Preschool Ribbon Cutting event. She thanked all the staff preparing for the opening of school. She welcomed Jaime Gonzalez to South Bay. She discussed the opening of school in her district. She encouraged all eligible community members to get vaccinated.
- Trustee Amaral described the VIP Village Preschool celebration. He discussed the return to in-person learning in his classes. He discussed the contract with Maxim Healthcare Services, the need for nurses, and his desire for a Project Labor Agreement.
- Trustee Quinones discussed the importance of attendance. She recognized all the staff that worked to prepare for the start of school and welcomed all the new employees. She encouraged the community to get vaccinated and continue practicing all safety guidelines.
- Trustee Barrios discussed the benefits of a Parcel Tax, including saving staff positions. He thanked the staff and wished everyone a great school year.

9. ADJOURNMENT

The Regular Board Meeting was adjourned at 6:56 PM.

SUBMITTED BY:

APPROVED BY:

Katie McNamara, District Superintendent/Date

Cheryl Quinones, Clerk

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

*MINUTES of the SPECIAL
BOARD MEETING of JULY 29, 2021*

1. PRELIMINARY – SPECIAL BOARD MEETING

- OPENING/PLEDGE OF ALLEGIANCE/WELCOME: By Board President Doyle at 5:00 PM on Zoom Conferencing. Trustee Doyle led the Pledge of Allegiance.
- ROLL CALL: Present: Trustees Amaral, Barrios, Doyle, Medina, and Quinones. Superintendent Katie McNamara and Rich Thome and Dennis Smith from Leadership Associates were also present.

2. PUBLIC COMMENTS

- CSEA, Chapter 59 President Martha Rodriguez discussed the job posting process, the CSEA Annual Conference, surveillance/GPS cameras, and classified employee participation on interview panels.

3. DISCUSSION/ACTION ITEMS

- Activity List
Superintendent Katie McNamara presented the Certificated Activity List and requested approval.

Motion by Trustee Quinones to approve the Certificated Activity List. **Second by** Trustee Barrios. **Vote on Motion:** Ayes-Trustees Barrios, Medina, and Quinones; Noes-Trustees Amaral and Doyle; Abstain-None; Absent-None. **Motion Carried.**

- Superintendent Search Process
The Board and representatives from Leadership Associates discussed the overview of the search process, protocols, content of an online survey, community and staff groups to solicit for input, the timeline, and the desired qualities, experience, and characteristics of the new Superintendent.

4. ADJOURNMENT

The Special Board Meeting was adjourned at 7:27 PM.

SUBMITTED BY:

APPROVED BY:

Katie McNamara, District Superintendent

Cheryl Quinones, Clerk

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Board of Trustees
FROM: Katie McNamara, Ed.D., Superintendent
SUBJECT: Resolution 21-013

BACKGROUND INFORMATION

On April 16, 2020, the Board adopted Resolution 20-007 declaring emergency conditions exist at the schools and offices in the District and granting the authorization needed to take any and all necessary actions to prepare and respond effectively to the Novel Coronavirus (COVID-19).

CURRENT CONSIDERATIONS

Resolution 21-013 (Exhibit) terminates the authority granted in Resolution 20-007.

IMPACT ON STUDENT ACHIEVEMENT

There is no impact on student achievement related to this item.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

There are no financial implications related to this item.

SUPERINTENDENT'S RECOMMENDATION

It is respectfully requested that the Board adopt Resolution 21-013 terminating the suspension of competitive bidding requirements authorized by Resolution 20-007.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/27/2021	Exhibit

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

RESOLUTION 21-013
Terminating the Suspension of Competitive Bidding Requirements
Authorized by Resolution 20-007

WHEREAS, in March 2020, the World Health Organization declared COVID-19 to be a global pandemic; and

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of a novel coronavirus (COVID-19); and

WHEREAS, as of March 12, 2020, there were 221 reported cases of COVID-19 and four cases reported resulting in death in California; and

WHEREAS, on April 16, 2020, in response to the pandemic and State of Emergency, and pursuant to California Public Contract Code section 20113, the South Bay Governing Board adopted Resolution 20-007 to declare that an emergency exists and to grant authority to the Superintendent to take any and all action to ensure compliance with local, state, and federal directives and legal mandates, ensure instruction continues, enter into any and all contracts to respond to emergency conditions at District sites, and protect the health, safety and welfare of students and staff; and

WHEREAS, approval of Resolution 20-007 allowed the Superintendent to immediately respond to rapidly changing health and safety concerns, including but not limited to enter into agreements, and designate employees as disaster service workers pursuant to Government Code section 3100; and

WHEREAS, the State of California provided a *Blueprint for a Safer Economy*, a color-coded, four-tier system that dictated what can reopen and how businesses can operate; and

WHEREAS, on December 5, 2020, the Southern California region's Intensive Care Unit capacity dropped below the threshold to 13.1%, triggering a three-week Regional Stay at Home Order for San Diego County; and

WHEREAS, on January 25, 2021, Governor Newsom and the California Department of Public Health (CDPH) ended the Regional Stay at Home Order, lifting the order for all regions statewide, including the Southern California region, which encompasses San Diego County. This action allowed all counties statewide to return to the rules and framework of the *Blueprint for a Safer Economy* and color-coded tiers that indicate which activities and businesses are open based on local case rates and test positivity; and

WHEREAS, as of June 9, 2021, San Diego County moved into the least restrictive tier, following two consecutive weeks of an adjusted new daily COVID-19 case rate of fewer than two cases per 100,000 residents; and

WHEREAS, on June 15, 2021, Governor Newsom and CDPH ended the *Blueprint for a Safer Economy* and color-coded tiers that indicate which activities and businesses are open based on local case rates and test positivity. This action has lifted many of the restrictions mandated over the last 15 months and has “fully reopened” California in many ways; and

WHEREAS, all schools in San Diego County are authorized to safely reopen and return to in-person learning; and

WHEREAS, the Superintendent and San Diego County Superintendent of School agree that the emergency authority granted by Resolution 20-007 is no longer required given the current status designated by the State of California, and recommend that the Board terminate the authority delegated to the Superintendent to enter into contracts for the emergency work without engaging in competitive bidding; and

WHEREAS, the Superintendent has similarly informed the Board that the emergency authority granted by Resolution 20-007 is no longer required and recommends that the Board terminate the authority delegated to the Superintendent to enter into contracts for the emergency work without engaging in competitive bidding; and

WHEREAS, the South Bay Governing Board and San Diego County Superintendent of Schools finds, based upon substantial evidence, as previously authorized under Public Contract Code section 20113, that conditions warrant terminating the waiver of the bid process at this time so that the remainder of the work, if any, may be completed under the competitive bid process; and

WHEREAS, on March 4, 2020, Governor Newsom signed the *Proclamation of a State of Emergency* declaring that, as necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19; and

WHEREAS, notwithstanding the recitals and orders declared in this resolution, Governor Newsom has not rescinded the waiver for competitive bidding requirements specifically related to contracts that are entered into for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19, and therefore the waiver of competitive bidding requirement related to contracts of this nature shall remain in effect until otherwise rescinded by the Governor of California.

NOW, THEREFORE, BE IT RESOLVED that that the Board of Trustees of the South Bay Union School District does hereby terminate and rescind Resolution 20-007 in its entirety; and

BE IT FURTHER RESOLVED that the Board herby finds, declares, determines, and orders as follows:

1. Correctness of Recitations. That the foregoing recitations are true and correct and incorporated herein. Substantial evidence exists that the emergency created by the novel coronavirus no longer necessitates the waiver of competitive solicitation of bids.
2. Termination of Emergency Delegation of Authority. That the delegation of authority conferred on the Superintendent by Resolution 20-007 is hereby terminated.
3. Termination of Suspension of Competitive Bidding. That the conditions warranting the suspension of the requirements of public bidding contained in the Public Contract Code have passed and it is appropriate to terminate the suspension of competitive bidding authorized by Resolution 20-007 for the South Bay Union School District.
4. Ratification of Superintendent's Actions. All acts previously taken by the Superintendent and/or their designee pursuant to the authority delegated by District Resolution 20-007 are hereby ratified.
5. Waivers for COVID-19 Related Contracts. Until the Governor of California formally rescinds competitive bidding requirements for COVID-19 related contracts, the suspension of such competitive bidding requirements shall remain in effect for any contract that is entered into by the District for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19.

PASSED AND ADOPTED by the Board of Trustees of the South Bay Union School District, County of San Diego, State of California, this 26th day of August 2021, by the following vote:

___ Ayes
___ Noes
___ Abstains
___ Absent

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Cheryl Quinones, Clerk of the Board of Trustees of the South Bay Union School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

August 27, 2021

Cheryl Quinones, Clerk, Board of Trustees

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Board of Trustees
FROM: Katie McNamara, Ed.D., District Superintendent
SUBJECT: Proclamation - Attendance Awareness Month

BACKGROUND INFORMATION

The Board of Trustees selected various dates throughout the year to adopt Proclamations to recognize special events.

CURRENT CONSIDERATIONS

A Proclamation recognizing Attendance Awareness Month is attached as an Exhibit for adoption.

IMPACT ON STUDENT ACHIEVEMENT

There is no impact on student achievement related to this item.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

There are no financial implications related to this item.

SUPERINTENDENT'S RECOMMENDATION

It is respectfully requested that the Board of Trustees adopt the Proclamation recognizing Attendance Awareness Month in September 2021.

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	7/23/2021	Exhibit

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

PROCLAMATION

South Bay Union School District Recognizes Attendance Awareness Month

ON MOTION of Member ____, seconded by Member ____, the following Proclamation is adopted:

WHEREAS, good attendance and engagement is essential to student achievement and graduation, and the community is committed to dedicating resources and attention to improving attendance/participation, increasing student engagement and reducing chronic absenteeism rates, with a focus starting in the early grades from pre-kindergarten and up; and

WHEREAS, chronic absences – missing 10 percent or more of school for any reason including excused and unexcused absences, or just two of three days a month – is a proven predictor of academic trouble and dropout rates; and

WHEREAS, chronic absences can be significantly reduced when schools, families, and communities work together to monitor and promote good attendance/participation and address hurdles that keep children from getting to school; and

WHEREAS, proactive and supportive communication with families in the home language about the importance of good attendance/participation has a long-term impact on students wellbeing and academic success in our community; and

WHEREAS, improving attendance/participation and reducing chronic absences takes commitment, collaboration, and tailored approaches to particular challenges and strengths in each community; and

WHEREAS, it is known that attendance gaps among groups of students often turn into achievement gaps that undermine student success. Chronic absences particularly exacerbates the achievement gap that separates low-income students from their peers, since students from low-income families are both more likely to be chronically absent and more likely to be affected academically by missing school; and

WHEREAS, it is important for schools and districts to track, calculate, and share the data on all students' attendance/participation and identifying how many students are chronically absent in order to determine attendance/participation gaps and deliver the right interventions to the right students.

NOW, THEREFORE, BE IT PROCLAIMED, the South Bay Union School District recognizes that September 2021 shall be known, designated, and set aside as Attendance Awareness Month, and that the community commit to focusing on reducing chronic absenteeism to give all children an equitable opportunity to learn, grow, and thrive academically, emotionally, and socially.

PASSED AND ADOPTED this 26th day of August, 2021 by the Governing Board of the South Bay Union School District of San Diego County, California by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Cheryl Quinones, Clerk of the Governing Board of the South Bay Union School District, County of San Diego, State of California, do hereby certify that the foregoing is a true and correct copy of a Proclamation duly adopted by said Board of Trustees at the regularly called and conducted meeting held on August 26, 2021.

August 27, 2021

Date

Cheryl Quinones, Clerk of the Board of Trustees

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Pamela Reichert-Montiel, Director
SUBJECT: Agreement for Improving Chronic Absence Network

BACKGROUND INFORMATION

The Improving Chronic Absence Network or ICAN, is a yearlong improvement network led and facilitated by SDCOE and composed of schools from across San Diego County that are collectively focused upon addressing the problem of chronic absenteeism and that are striving to:

1. Produce a measurable and meaningful improvement in chronic absenteeism across the entire network and at each participating school (e.g., reduction of chronic absenteeism rate by five percentage points from prior year).
2. Increase knowledge and capacity within school teams to engage in continuous improvement efforts around attendance and other problems within education.
3. Develop a concrete plan for sustaining these changes and maintaining the improvements at each school beyond the network and for spreading and scaling these practices and learning across the rest of the district system.

CURRENT CONSIDERATIONS

The agreement (Exhibit) is for the 2021-2022 school year only and outlines the responsibilities of the three participating schools (Central, Emory, and Pence) and the SDCOE. These schools have chosen to participate and are using site funds identified in their Single Plans for Student Achievement.

IMPACT ON STUDENT ACHIEVEMENT

Daily attendance is imperative to a student's academic and social-emotional success. This network will provide Principals with strategies to engage students and families in the educational process. Parent education on the importance of daily attendance will be a high priority.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

The financial implications are \$500/school from their Title I site budgets.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the agreement with the San Diego County Office of Education for participation in the Improving Chronic Absence Network (ICAN).

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description	Upload Date	Type
Agreement	8/5/2021	Exhibit

**CONTRACT AGREEMENT BETWEEN
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

AND

**SOUTH BAY UNION SCHOOL DISTRICT:
CENTRAL ELEMENTARY,
EMORY ACADEMY OF GLOBAL LEADERSHIP AND EMPOWERMENT, &
HOWARD PENCE ELEMENTARY**

Improving Chronic Absence Network (ICAN) – Cohort 2

This Agreement is made and entered into by South Bay Union School District and Central Elementary, Emory Academy of Global Leadership and Empowerment, and Howard Pence Elementary, hereinafter referred to as **DISTRICT / SCHOOLS**, and San Diego County Superintendent of Schools, hereinafter referred to as **SDCOE** (collectively referred to as **PARTIES**).

The **Improving Chronic Absence Network** or **ICAN**, is a yearlong improvement network led and facilitated by **SDCOE** and composed of schools from across San Diego County that are collectively focused upon addressing the problem of chronic absenteeism and that are striving to:

1. Produce a measurable and meaningful improvement in chronic absenteeism across the entire network and at each participating school (i.e. reduction of chronic absenteeism rate by five percentage points from prior year)
2. Increase knowledge and capacity within school teams to engage in continuous improvement efforts around attendance and other problems within education
3. Develop a concrete plan for sustaining these changes and maintaining the improvements at each school beyond the network and for spreading and scaling these practices and learning across the rest of the district system

Therefore, through their partnership in ICAN, **DISTRICT / SCHOOLS AND SDCOE** mutually agree as follows:

1. Contract Terms and Conditions

- A. The Term of this Contract shall begin August 23, 2021 and ending June 30, 2022.
- B. The contract fee shall not exceed **\$1500 (\$500 per school site)**, to be paid in full by October 30, 2021.

2. In leading and facilitating ICAN, SDCOE shall:

- Host an 11-month improvement network based on the elements of IHI's Breakthrough Series Collaborative Model
- Offer a dedicated team of expert faculty and coaches to support the school team through the improvement journey
- Design and facilitate high quality, action-oriented professional learning on improvement science and attendance research via:
 - 1 Leads Bootcamp,
 - 3 Learning Sessions,

- 3 Action Period Check-ins, and
 - 1 Final Convening
- Provide customized improvement coaching support based on local context and needs via:
 - Weekly or bi-weekly virtual and in-person coaching session with the Team Lead and School Team
- Guide and assist with the data collection and monitoring efforts at the network and school site level
- Curate and share research-based attendance practices and strategies and necessary resources and tools to support their implementation
- Foster a culture of learning and sharing across the entire network
- Support in planning how to sustain improvements at the school and scaling and spreading across the district system

3. In participating in ICAN, the DISTRICT / SCHOOLS shall:

- Establish a School Attendance Team comprised of 3-5 people that includes:
 - an administrator (principal or assistant/vice principal)
 - attendance clerk
 - counselor, social worker, nurse or health technician, lead teacher, and/or other support staff
- Identify a District Sponsor to champion and support the work
- Designate a Team Lead, Data Specialist, and Notetaker that can fulfill key responsibilities
- Complete all pre-work before Network launch
- Ensure that school team and district sponsor attend and are fully engaged in all Network-wide events:
 - 1 Leads Bootcamp,
 - 3 Learning Sessions,
 - 3 Action Period Check-ins, and
 - 1 Final Convening
- Meet weekly or bi-weekly as a team to monitor student attendance data and plan improvement efforts
- Participate in weekly or bi-weekly coaching sessions
- Conduct and document the testing of a minimum of 3 attendance change ideas through ongoing PDSA cycles
- Collect and share monthly student level attendance data
- Engage in collaborative learning and sharing with other schools in the network
- Develop a plan for sustaining effective changes and improvement beyond network
- Spread and share the attendance practices and learning across the district system

4. Rights To Report

The rights to any report, evaluation and/or other material developed by **SDCOE** in connection with this agreement shall belong to the **SDCOE**.

5. Cancellation of Agreement

This Agreement may be cancelled upon a mutual written agreement between the **DISTRICT / SCHOOLS** and **SDCOE**, or upon one month written notice by either party, with or without cause, at any time. In the event of cancellation of this Agreement, a prorated payment of fees based upon work

completed and preparatory costs for work through the date notice is received. Such payment will be immediately due and owing to **SDCOE**, unless the parties mutually agree otherwise in writing.

6. District/School and County Contact Persons:

Todd Langager, Lead Coordinator, ICAN Project, SDCOE, tlangager@sdcoe.net, 858-295-8815

Pamela Reichert-Montiel, Director of Student Support and Accountability, South Bay Union School District, preichert-montiel@sbusd.org, 619-628-1602

Paola Flores, Principal of Central Elementary, South Bay Union School District, pflores@sbusd.org, 619-628-5000

Tom Bevilacqua, Principal of Emory Academy of Global Leadership and Empowerment, South Bay Union School District, tbevilacqua@sbusd.org, 619-628-5300

Susy Chavez, Principal of Howard Pence Elementary, South Bay Union School District, schavez@sbusd.org, 619-662-8100

- 7. This is not a joint venture.** The parties understand that each of the parties and their employees, agents, officers, and associates is an independent contractor and not an employee, agent, officer, or associate of the other party. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.
- 8.** Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS

SOUTH BAY UNION SCHOOL DISTRICT

Signature

District Administrator's Signature

Michael Simonson

Name (Print)

Janea Marking

District Administrator's Name (Print)

Deputy Superintendent

Title

Assistant Superintendent, Business Services

Title

Date

Date

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Pamela Reichert-Montiel, Director
SUBJECT: Agreements for Middle School Sports

BACKGROUND INFORMATION

Imperial Beach Charter School and Nestor Language Academy have participated in intermural sports over the years, partnering with various organizations. The organizations have changed depending on costs, sports being offered, and league size.

CURRENT CONSIDERATIONS

For the 2021-2022 school year, South Bay has the opportunity to enter into a Memorandum of Agreement with the Sweetwater Union High School District to continue to participate in the South Bay Athletic League. This will allow middle school students from both IB Charter and Nestor to play sports throughout the year, competing with teams representative of all of South Bay, rather than a small league made up of charter schools, as we have done in the past. The MOU with Sweetwater (Exhibit) will provide membership into the league, and all fees related to facilities and games. We will also enter into a separate contact agreement with the Boys & Girls Club of South County (BGCSC) to provide the coaching staff. This will be done through a Sports Addendum (Exhibit) to the contract we currently have with the BGCSC to provide staffing for our Extended Learning Program.

IMPACT ON STUDENT ACHIEVEMENT

Physical activity is essential for increased student focus and achievement in core content areas. Team sports provide students the opportunity to work collaboratively, as well as demonstrate good sportsmanship and responsibility.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

The cost of the MOU with Sweetwater is not to exceed \$8,000. The Sports Addendum to the contract with the Boys & Girls Club of South County is not to exceed \$9,000. All costs will be paid with Charter School funds.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the agreements for Middle School sports.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description	Upload Date	Type
B&G Club	8/16/2021	Exhibit
Sweetwater	8/16/2021	Exhibit

Addendum for Middle School Athletic Programs
August 26, 2021 – June 11th, 2022

The Provider shall provide coaching staff for Middle School Sports to be held on two (2) campuses (IBCS & Nestor). Original terms of the yearly 2021-2022 contract shall be adhered to regarding employee hiring practices until specifically addressed below. The district authorizes the employment of the following:

Program Supervision & Staffing:

The sports program will be provided through Sweetwater Union High School District. Schedules, gamers, etc. will be provided via an MOU between SBUSD and SUHSD.

The Boys & Girls Club of South County (BGCSC) will provide coaches for each of the sports offered to students at each campus. The sports we are planning to participate in are as follows, but are subject to change. At IBCS sports will be flag football, softball, baseball, basketball, soccer, volleyball, and cheer. At Nestor sports will be flag football, baseball, basketball, cross country, soccer, and volleyball. All Title V guidelines are adhered to when establishing team composition. In addition, based on student interest, the various sports are subject to change.

Costs:

Coach per Sport	\$600 per sport/per coach
ERE Costs (based on \$6,600 total for coaches)	Approx. \$1,188.00
Admin Fee	9%
Facility (as needed and available)	\$50 per 2 hour practice – not to exceed \$800 total

Employment:

Middle school staff will be considered for coaching positions before outside applicants, as long as they can meet the employment requirements for background checks, etc. and their overall approach to coaching is aligned to the philosophies of the Boys & Girls Club of South County. In addition, all coaches will be required to complete an on-line certification course on head injuries. All applicants must meet the same criteria.

South Bay Athletic League Sports Schedule and Content:

These sports are offered, but schools may choose not to participate in all offerings.

Fall Sports - Flag Football, Softball, Baseball, Cheer, Cross-Country

Winter Sports – Basketball, Soccer

Spring Sports – Volleyball, Field Hockey

PROVIDER:

Ken Blinsman
Chief Professional Officer
Boys & Girls Club of South County
P. O. Box 520
Imperial Beach, CA 91933

Agreed to and accepted by:

PROVIDER:

By: _____

Dated: _____

DISTRICT:

Janea Marking
Asst. Supt., Business Services
South Bay Union School District
601 Elm Ave.
Imperial Beach, CA 91932

DISTRICT:

By: _____

Dated: _____



OFFICE OF ATHLETICS

670 L Street, Suite G · Chula Vista, California, 91911
(619) 796-7720 · FAX (619) 691-5850

MEMORANDUM OF UNDERSTANDING

Between

Sweetwater Union High School District

and

South Bay Union School District,

on behalf of Imperial Beach Charter and Nestor Language Academy

For Participation in Middle School Athletic League 2021-2021

This is a Memorandum of Understanding between the Sweetwater Union High School District ("SUHSD") and the **South Bay Union School District**, on behalf of the following School Sites **Imperial Beach Charter and Nestor Language Academy**, a [501(c)(3) or California Corporation.

This Understanding indicates the desire of all parties to enter into a voluntary agreement to permit Imperial Beach Charter and Nestor Language Academy students and who are grade level appropriate (grades 7 and 8) to participate in the SUHSD interscholastic Middle School Athletic League (MSAL).

It is the understanding of all parties that the MSAL will offer boys' and girls' sports in three seasons; that it is important for scheduling and competition purposes to commit to participation; and that failure to participate after committing may result in financial and scheduling consequences to other league members.

It is the further understanding of all parties that failure to comply with the responsibilities and requirements of this Understanding may result in the exclusion from participation in the MSAL immediately and in the future.

Imperial Beach Charter and Nestor Language Academy commit to:

1. Recruit students sufficient to ensure the minimum number of participants are present to compete in each sporting event. The sports offered in the MSAL are:
 - Fall season: girls' and boys' basketball, girls' softball, baseball, cheer, and co-ed cross country
 - Winter season: girls' and boys' soccer
 - Spring season: Track, girls' volleyball, co-ed flag football, field hockey, and boys' volleyball
2. Coordinate and monitor their teams including but not limited to:
 - a. Ensure all coaches serving in the capacity of a coach for Imperial Beach Charter and Nestor Language Academy have been cleared through the DOJ/Life Scan process and have current CPR/First Aid certification;
 - b. Certify to SUHSD for completeness student clearance packets for every member of their team, including waivers and insurance information, in advance of participation;
 - c. Permit students to participate only on the teams of the school where they are enrolled;
 - d. Provide direct supervision of team during practices and games.
 - e. Monitor its school's athletic program for compliance with all rules, state and federal legal compliance issues, with particular attention paid to Title IX requirements for equality between male and female athletic program. The purpose of the MSAL is to provide a competitive athletic experience to teach core values of sportsmanship and citizenship.
 - f. Provide a signed COVID-19 liability waiver for all participants (Students, Staff and Spectators)

"Putting Students First"

"Sweetwater Union High School District programs and activities shall be free from discrimination based on age, gender, gender identity or expression, or genetic information, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation; the 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."

SUHSD Board Policy 0410

3. Abide by all CDPH and County COVID-19 guidelines. Abide by any ongoing COVID-19 guideline updates. School staff will assist with enforcing and educating participants with current COVID-19 guidelines
4. Abide by all of the current rules, regulations, and decisions of the MSAL or as interpreted and applied by its coordinators;
5. Notify the District at least one month in advance whether each site will participate in the sports for the upcoming season.
6. Pay a proportionate share for the actual costs of the sports in which their schools participate to operate the Middle School Athletic League within 10 days following invoicing by the Sweetwater Union High School District. For the 2021-22 season, the estimated total is approximately \$7,500 for a site that participates in all 12 sports. The costs include, but are not limited to, costs of officials (ranges from \$750 to \$1,000 per team per season); expenses for oversight and coordination of the league, including weekend games; field set-up and maintenance; additional costs caused by cancellations, rain outs, and other unanticipated costs due to acts beyond the control of the MSAL.
7. Payment of any and all assessments shall be made promptly (within 10 days) upon receipt of invoice from SUHSD; failure to pay promptly may **terminate Imperial Beach Charter and Nestor Language Academy's** participation in the MSAL immediately and/or impair the ability of Imperial Beach Charter and Nestor Language Academy to participate in subsequent seasons and/or years;
8. Workers' Compensation:
Imperial Beach Charter and Nestor Language Academy agree to procure and maintain in full force and effect Workers' Compensation Insurance in accordance with limits established by law covering its employees and agents while these persons are participating in the activities hereunder agreed to.
9. Insurance:
Imperial Beach Charter and Nestor Language Academy agree to procure and maintain General Liability Insurance and Property Damage Insurance, comprehensive or commercial form with \$2,000,000 minimum limit for each occurrence and minimum limit of \$4,000,000 general aggregate commensurate with other non-profit organizations of similar type and size, to insure the District, its officers, agents, assigns, representatives and employees from all claims for personal injury, including accidental death, to any person as well as from all claims for property damage arising from operations under this agreement and for the term of this agreement. **Imperial Beach Charter and Nestor Language Academy** shall furnish the District with, and shall maintain on file with the District during the term of the agreement valid and up-to-date, original certificates of insurance and endorsements effecting coverage as required by this agreement on forms satisfactory to the District.
10. Indemnification. **Imperial Beach Charter and Nestor Language Academy** agree to protect, save, defend and hold harmless the District, its Governing Board and each member thereof, its officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by **Imperial Beach Charter and Nestor Language Academy** agents, officers, employees, subcontractors, or independent consultants hired by **Imperial Beach Charter and Nestor Language Academy** under this Agreement. The only exception to **Imperial Beach Charter and Nestor Language Academy** responsibility to protect, save, defend and hold harmless the District, is where a claim, liability, expense or damage occurs due to the sole negligence, willful misconduct or active negligence of the District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by **Imperial Beach Charter and Nestor Language Academy**.

The Sweetwater Union High School District commits to coordinate the MSAL as follows:

- 1. Scheduling games for Imperial Beach Charter and Nestor Language Academy’s’ teams;
- 2. Provide access to District facilities to participate in the games for Imperial Beach Charter and Nestor Language Academy;
- 3. Provide officials for Imperial Beach Charter and Nestor Language Academy;
- 4. Prepare fields for all Imperial Beach Charter and Nestor Language Academy’s’ games;
- 5. Provide timely invoice Imperial Beach Charter and Nestor Language Academy for all assessments.

South Bay Union School District

Sweetwater Union High School District

Authorized Signature Date

Authorized Signature Date

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Tim Glover, Interim Assistant Superintendent, Educational Leadership
SUBJECT: Addendum to Agreement with Maxim Healthcare Staffing Services

BACKGROUND INFORMATION

The Board approved the Maxim Healthcare Staffing Services contract at their July 22, 2021 meeting. This submission is an Addendum (Exhibit) to that agreement as we find the need to expand our personnel.

CURRENT CONSIDERATIONS

The COVID-19 pandemic has presented unprecedented situations in our efforts to support the health and wellbeing of students and staff. In order to support continued antigen testing for students and the recent Governor's Order to test unvaccinated staff members, we need to secure staff qualified to address this increased need. Additionally, there is continued need to support students with behavior supports.

Approval to add the Addendum to the Maxim agreement is required to fill current posted vacancies. Services have extended for Maxim to provide staffing for COVID needs for Medical Assistants, Certified Nursing Assistants, Lab Assistants, Licensed Vocational Nurses, Emergency Medical Technicians, Supervisor Registered Nurses, and Behavior Technicians.

IMPACT ON STUDENT ACHIEVEMENT

As we continue to deal with the COVID-19 pandemic, the requirement for staffing services is crucial to the health and wellbeing of South Bay students and staff exposed to, or directly dealing with, COVID-19.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

There is no additional cost related to the approval of the Addendum.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the Addendum to the agreement with Maxim Healthcare Staffing Services.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description	Upload Date	Type
Addendum	8/17/2021	Exhibit

Testing Addendum

This Testing Addendum, ("Addendum") is effective August 1st, 2021 by and between Maxim Healthcare Staffing Services, Inc. ("MAXIM") and **South Bay Union School District** ("CLIENT"), and CLIENT on behalf of FACILITY (defined below).

WHEREAS, CLIENT and MAXIM entered into a EDUCATIONAL INSTITUTION Agreement (hereinafter "Agreement"), with an effective date of August 1st, 2021;

WHEREAS, In addition to the Services outlined in the Agreement, CLIENT is requesting that MAXIM provide COVID-19 (Coronavirus Disease 2019) Testing Service(s).

WHEREAS, CLIENT and MAXIM wish to amend the Agreement to incorporate the following terms and conditions governing the provision of COVID-19 Testing Service(s);

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and MAXIM hereby agree as follows:

Section 1. Term. This Amendment will remain in effect for the duration of the COVID-19 outbreak and will follow current Center for Disease Control (CDC) guidelines.

Section 2. Principles of Construction. Whenever the terms and conditions of the Agreement and this Addendum conflict, the terms and conditions of this Addendum control. Except as specifically modified by the terms and conditions of this Addendum, all of the Agreement remains in full force and effect.

Section 3. Services. MAXIM will, upon request by CLIENT, provide one or more licensed or unlicensed healthcare providers (collectively, "Personnel") as specified by CLIENT and/or CLIENT serviced and/or owned location(s) ("FACILITY") to provide on-site healthcare services, including, but not limited to healthcare clinic(s), testing clinic(s), and/or screening(s) services ("Clinics") to CLIENT's patients and other personnel as applicable ("Recipients"), subject to availability of qualified Personnel, to perform duties as stated.

3.1 Permits and Licenses. CLIENT represents and warrants that it has secured and will maintain and manage all necessary permits, license, approvals, and/or certifications that are required for the provision and operation of the Clinic. CLIENT will comply with all applicable local, state, and federal rules, regulations, and laws governing such the maintenance of the aforementioned permits, licenses, approval, and/or certifications. MAXIM will follow all applicable guidelines issued by the State Department of Health Services.

3.2 Responsibility for Client Clinic(s). CLIENT and/or CLIENT on behalf of FACILITY retains full authority and responsibility for directing the Clinics for each of its Recipient(s) as applicable. Additionally, CLIENT and/or CLIENT on behalf of FACILITY retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Center for Disease Control (CDC) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment requirement(s) and Supplies requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, CLIENT and/or CLIENT on behalf of FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by CLIENT, FACILITY, and MAXIM.

- i. **Testing Clinic Protocol.** MAXIM Personnel will test FACILITY Recipient(s) based on CLIENT protocol(s) that will be provided to MAXIM in advance by CLIENT.
- ii. **COVID-19 Clinic Protocol.** If requested, MAXIM Personnel may hand-out FACILITY designed COVID-19 Facility Clinic Questionnaire and FACILITY policies and will provide FACILITY Recipient(s) completed questionnaire(s) to FACILITY.

3.3 Work Environment. CLIENT and/or CLIENT on behalf of FACILITY will ensure FACILITY provides a clean and properly maintained workspace for MAXIM to conduct the Clinic(s) that will enable MAXIM to safely provide Services to Recipients. CLIENT and/or CLIENT on behalf of FACILITY will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by CLIENT and/or CLIENT on behalf of FACILITY. MAXIM will assume no responsibility or liability for crowd control and security at Clinic(s).

Testing Addendum

3.4 Supplies. CLIENT and/or CLIENT on behalf of FACILITY will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to thermometer(s) and thermometer related supplies, gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to CLIENT and/or CLIENT on behalf of FACILITY either as line-item invoice item(s) or as built-in cost in rate(s). CLIENT and/or CLIENT on behalf of FACILITY shall be responsible for disposing of all medical waste and biohazard produced by the Clinic(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. CLIENT and/or CLIENT on behalf of FACILITY agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to CLIENT and/or CLIENT on behalf of FACILITY or any third Party as a result of its failure or inability to do so.

3.5 Pending Credentialing Waiver(s). If CLIENT and/or CLIENT on behalf of FACILITY accepts MAXIM Personnel to begin work assignment(s) while any credentialing requirement(s) is/are pending, CLIENT and/or CLIENT on behalf of FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with the credentialing result(s), or inability to perform credentialing, under this Agreement. Acceptance of MAXIM Personnel for work assignment(s) constitutes Acceptance.

3.6 Data Security. CLIENT AND/OR CLIENT ON BEHALF OF FACILITY will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. CLIENT AND/OR CLIENT ON BEHALF OF FACILITY will be responsible for providing all education and training to MAXIM Personnel as it relates to CLIENT AND/OR CLIENT ON BEHALF OF FACILITY's privacy and security processes, including, without limitation the CLIENT AND/OR CLIENT ON BEHALF OF FACILITY's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. CLIENT AND/OR CLIENT ON BEHALF OF FACILITY acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the CLIENT AND/OR CLIENT ON BEHALF OF FACILITY's physical or technical environment as a result of this Addendum and Agreement for services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the CLIENT AND/OR CLIENT ON BEHALF OF FACILITY's technical environment. Additionally, CLIENT AND/OR CLIENT ON BEHALF OF FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing Service(s).

3.7 Locum Tenens Services. Should CLIENT request physician(s) and/or mid-level Personnel, Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners ("MPR") will be the Party performing the locum tenens and midlevel providers ("Provider") Services pursuant to this Addendum. MPR will Provider will perform professional services as an independent contractor. The Provider is not an employee of MPR's for any purpose. Since the Provider is an independent contractor, MPR shall not make employee social security payments or purchase workers' compensation insurance, unemployment insurance, or health insurance for the Provider provided.

Testing Addendum

Section 4. Rates. The following Rates shall apply:

Services	Rate
Medical Assistant	\$33
Certified Nursing Assistant	\$33
Lab Assistant	\$38
Licensed Vocational Nurse	\$44
Emergency Medical Technician	\$44
Supervisor Registered Nurse	\$70
Behavior Technician	\$50

Testing Addendum

4.1 Quarantine. CLIENT agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine while on assignment at CLIENT facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to CLIENT.

4.2 Guarantee. CLIENT and/or CLIENT on behalf of FACILITY and MAXIM hereby agree that the FACILITY shall schedule MAXIM Personnel for a minimum of four (4) hours for an assignment shift. CLIENT and/or CLIENT on behalf of FACILITY acknowledges and agrees that there is a substantial investment incurred by MAXIM in recruiting, training, and employing Personnel to provide Services to FACILITY, as well as recruiting challenges for identifying Personnel willing and able to work for less than four (4) hour shifts. As such, FACILITY agrees that it will make best efforts to schedule Personnel for a minimum of four (4) hour shifts for the positions on this Attachment.

4.3 Orientation. Rates listed above will be charged for all time spent if required FACILITY orientation. CLIENT and/or CLIENT on behalf of FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to the FACILITY and CLIENT and/or CLIENT on behalf of FACILITY's premises. CLIENT and/or CLIENT on behalf of FACILITY shall review instructions regarding confidentiality and orient MAXIM Personnel to any Exposure Control Plan of the CLIENT and/or CLIENT on behalf of FACILITY as it pertains to OSHA requirements for blood-borne pathogens, as well as any of CLIENT and/or CLIENT on behalf of FACILITY's specific policies and procedures provided to MAXIM for such purpose.

4.4 Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or per applicable state law and will be one and one-half (1.5) times the billing rate.

4.5 Mileage. Mileage will be reimbursed at the Internal Revenue Service (IRS) standard mileage rate and shall apply to all Personnel.

4.6 Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday and will be one and one-half (1.5) times the billing rate:

New Year's Eve (from 3 PM)	New Year's Day	Presidents Day
Martin Luther King Day	Easter	Memorial Day
Independence Day	Labor Day	Pioneer Day (Utah Only)
Thanksgiving Day	Christmas Eve (from 3 PM)	Christmas Day

Section 5. Indemnification by Government Agency. During the term of this Addendum, Maxim is offering a public health service(s) and should be afforded all applicable state immunity related to such; Maxim will be considered an agent of CLIENT while performing Services under Addendum. Accordingly, CLIENT AND/OR CLIENT ON BEHALF OF FACILITY, at its own expense, shall defend and indemnify Maxim and its subsidiaries, affiliates, directors, officers, employees, and agents from any action arising out of the Maxim's performance of Services under this Addendum while acting as an agent of CLIENT AND/OR CLIENT ON BEHALF OF FACILITY.

CLIENT and/or CLIENT on behalf of FACILITY and MAXIM acknowledge their understanding of the Agreement and to the mutual promises written above by executing this Addendum as of the effective date above.

SOUTH BAY UNION SCHOOL DISTRICT

MAXIM HEALTHCARE STAFFING SERVICES,
INC.

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Tim Glover, Interim Assistant Superintendent, Educational Leadership
SUBJECT: Agreement with the Koonings Center

BACKGROUND INFORMATION

In accordance with Title 5, California Administrative Code, Section 3061 and Education Code 56365, South Bay will contract with Non-Public Schools (NPS) when services are required by an individual with exceptional need and no appropriate public education program is available.

CURRENT CONSIDERATIONS

This item requests Board approval to continue a contract with the Koonings Center for the 2021-2022 school year. This contract will provide services for a South Bay student currently attending the Center. In which case, an IEP was completed and agreement was reached. Due to the severity of the students' needs related to their disabilities, there is a clear need for a NPS placement to provide services as identified on Individualized Education Programs.

IMPACT ON STUDENT ACHIEVEMENT

South Bay is dedicated to the health and wellness of our students and families and works consistently to develop the whole child as an avenue to supporting high levels of academic achievement. NPS placement is required for students to learn due to the intense nature of their disability.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

The financial cost of this contract will not exceed \$49,508.60/student for the school year. Costs will be charged to the Special Education budget and ERMHs as appropriate.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the agreement with the Koonings Center for Non-Public School placements.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Tim Glover, Interim Assistant Superintendent, Educational Leadership
SUBJECT: Confidential Settlement Agreement - SSID# 3911889971 Perm ID: 1116507

BACKGROUND INFORMATION

Education Code section 56501, subdivision (a) provides that a parent or public agency may request a Due Process Hearing when there is a proposal or refusal to initiate or change the identification, assessment, education placement, or the provision of a FAPE to their child, or when there is a disagreement regarding the availability of a program available for the child.

CURRENT CONSIDERATIONS

On June 30, 2021 the parents of a student who attended school in South Bay filed a request for Due Process.

On August 5, 2021, the District and parents reached a settlement. The District agrees to fund the compensatory education for related services for a total amount not to exceed \$14,500, through December 31, 2022. The settlement also provides for funding attorney's fees of \$6,000.

The agreement releases the District of any and all future educational claims under IDEA. In addition, the agreement is not an admission of liability, fault, or wrongdoing of any kind on behalf of the District or parent. Upon notification of Board approval of this agreement, the parent will dismiss the case.

Board approval is requested to execute the Confidential Settlement Agreement, signed on August 5, 2021.

IMPACT ON STUDENT ACHIEVEMENT

There is no impact on student achievement related to this item.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

The financial cost of the Confidential Settlement Agreement is \$20,500. All costs will be charged to the Special Education budget.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the Confidential Settlement Agreement .

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Tim Glover, Interim Assistant Superintendent, Educational Leadership
SUBJECT: Confidential Settlement Agreement - SSID# 2279503664 Perm ID: 1107682

BACKGROUND INFORMATION

Education Code section 56501, subdivision (a) provides that a parent or public agency may request a Due Process Hearing when there is a proposal or refusal to initiate or change the identification, assessment, education placement, or the provision of a FAPE to their child, or when there is a disagreement regarding the availability of a program available for the child.

CURRENT CONSIDERATIONS

On July 16, 2021, the parents of a student who attended school in South Bay filed a request for Due Process.

On August 4, 2021, the District and parents reached a settlement. The District agrees to fund the compensatory education for related services for a total amount not to exceed \$13,000, through July 31, 2022. The settlement also provides for funding attorney's fees of \$4,000.

The agreement releases the District of any and all future educational claims under IDEA. In addition, the agreement is not an admission of liability, fault, or wrongdoing of any kind on behalf of the District or parent. Upon notification of Board approval of this agreement, the parent will dismiss the case.

Board approval is requested to execute the Confidential Settlement Agreement, signed on August 4, 2021.

IMPACT ON STUDENT ACHIEVEMENT

There is no impact on student achievement related to this item.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

The financial cost of the Confidential Settlement Agreement is \$17,000. All costs will be charged to the Special Education budget.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the Confidential Settlement Agreement .

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Tim Glover, Interim Assistant Superintendent, Educational Leadership
SUBJECT: Outdoor Education Agreement

BACKGROUND INFORMATION

Sixth grade students have attended the San Diego County Office of Education's Outdoor Education Camp and the Cuyamaca Outdoor School Camping Services. Historically, approximately 850 students have attended each year. In 2004, the Board voted to eliminate the General Fund contribution to the Outdoor Education program as part of budget reductions. Schools may continue to participate in the camp programs, if they provide the funding.

CURRENT CONSIDERATIONS

This is a place holder contract (Exhibit) to secure options for our school sites if, and when, the Board deems it appropriate to resume field trips in accordance with public health guidelines.

IMPACT ON STUDENT ACHIEVEMENT

This program provides sixth grade students the opportunity for linking state science standards to real life experiences and promotes cooperative learning.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

Cost of camp will include SDCOE's fee (which varies due to the equity credit and multi-year discount), \$28 transportation costs, and \$5.75 substitute teacher costs. Cost per student will vary by site.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the Outdoor Education agreements.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description	Upload Date	Type
Agreement	8/18/2021	Exhibit



AGREEMENT FOR PARTICIPATION AND SERVICES 2021-2022
OUTDOOR EDUCATION PROGRAM



THIS AGREEMENT is entered into this 29th day of March 2021 by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and South Bay, hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "per pupil fee" less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.
 - (b) Attendance for any portion of a day shall be counted a full day in camp.
 - (c) **No refund of fees shall be made for students sent home for disciplinary reasons.**
- (4) Payments to OFFICE for all fees under this agreement shall be made as follows:

- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
 - (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.
 - (5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.
 - (6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
 - (7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
 - (8) Comply with the outdoor school schedule.
 - (9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.
- Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.
- (10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**
 - (11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal

child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**

(12) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2021** and will continue through **June 30, 2022**, based on the option chosen below.

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

_____ c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a \$10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2021-2022** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	\$335.00
4-day Program***	Per Student	\$285.00

** Discounts 5-day Program

- Equity Credit: \$90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
- Introductory Credit: \$10 credit per full fee student.
- Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.
- Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
- September Rates: \$325 per student. Other discounts may be combined.
- October thru December Rates: \$330 per student. Other discounts may be combined.
Does not apply to out of county schools, private schools, or non-school groups.

*** Discounts 4-day Program

- Equity Credit: \$78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
- Introductory Credit: \$8 credit per full fee student
- Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.
- Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
- September Rates: \$275 per student. Other discounts may be combined.
- October thru December Rates: \$280 per student. Other discounts may be combined.
Does not apply to out of county schools, private schools, or non-school groups.

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:

- a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.

- C. ~~The SCHOOL DISTRICT guarantees payment of the “per pupil fee” to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year.~~ (This is not being enforced for the 2021-22 year). In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled
Pence	66
Central	58
Godfrey G Berry	60

Executed by the parties on the dates shown below their respective signatures.

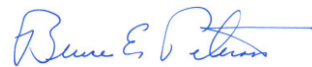
South Bay
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Senior Director, Outdoor Education
Title

March 29, 2021
Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Janea Marking, Assistant Superintendent, Business Services
SUBJECT: Warrant and Check Registers

BACKGROUND INFORMATION

The Board of Trustees approves monthly warrants and checks issued to conduct the business of the school district as a matter of standard operating procedure.

CURRENT CONSIDERATIONS

This report contains a listing of School District Warrants for the General, Charter Nestor, Charter Imperial Beach, Child Development, Cafeteria, and Building Funds, through July 31, 2021, and Revolving Cash Fund through July 31, 2021.

IMPACT ON STUDENT ACHIEVEMENT

Reporting of these funds informs the Board and community how District funds are used to support the education of students.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

Account	Warrant/Check Numbers	Total
General Fund	Commercial Warrant Nos. 514985 – 515009, 515011 515026 – 515049, 515066 – 515114	\$1,179,102.44
Charter Nestor Language Academy	Commercial Warrant Nos. 515012 – 515015, 515050 – 515052 515115 – 515118	\$5,086.46
Charter Imperial Beach	Commercial Warrant Nos. 515053, 515119 – 515120	\$1,479.37
Child Development Fund	Commercial Warrant Nos. 515016 – 515017, 515054 – 515055 515121	\$4,233.71
Cafeteria Fund	Commercial Warrant Nos. 515018 – 515022, 515056 – 515057 515122 – 515129	\$67,426.72
Building Fund	Commercial Warrant Nos. 515023 – 515025, 515058, 515130	\$5,084,873.26
Revolving Cash Fund	Check Nos. 15873 - 15879	\$60,827.71

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval/ratification of the school district warrants and checks as listed.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval/ratification.

ATTACHMENTS:

Description	Upload Date	Type
Exhibit 1	8/12/2021	Exhibit
Exhibit 2	8/12/2021	Exhibit

SOUTH BAY UNION SCHOOL DISTRICT
REVOLVING CASH FUND
July 2021

VENDOR	DATE	CHECK	AMOUNT	PURPOSE	FUND
Outfront Media	07/07/21	15873	\$8,250.00	Posters	0100.0631.000.0000.7200.5810000.100.000.0
Francisca Inostroz	07/13/21	15874	\$350.00	Payroll	0100.0601.000.0000.0000.9910000.000.000.0
South Bay Union School District	07/13/21	15875	\$32,581.10	Surplus (Mar, Apr, May)	0100.0000.000.0000.0000.9202000.000.000.0
California Department of Tax and Fee Administration	07/21/21	15876	\$18,940.00	Sales Tax Payable	0100.0000.000.0000.0000.9510000.000.000.0
South Bay Union School District	07/21/21	15877	\$70.06	American Express	0100.0000.000.0000.0000.9202000.000.000.0
Hilda Magana	07/22/21	15878	\$500.00	Payroll	0100.0000.375.0000.0000.8699000.000.000.0
Elias Ivan Quijas	07/28/21	15879	\$136.55	Payroll	0100.0601.000.0000.0000.9910000.000.000.0
			\$60,827.71		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Fund: 0100 General Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
514985	07/08/2021	AMAZON CAPITAL SERVICES, INC.	\$851.99	1000	Printed	Expense	<input type="checkbox"/>		
514986	07/08/2021	BOYS & GIRLS CLUB OF SOUTH COUNTY	\$67,144.39	1000	Printed	Expense	<input type="checkbox"/>		
514987	07/08/2021	BRAIN LEARNING PSYCHOLOGICAL CORP	\$42,770.00	1000	Printed	Expense	<input type="checkbox"/>		
514988	07/08/2021	BRUSTEIN & MANASEVIT	\$195.00	1000	Printed	Expense	<input type="checkbox"/>		
514989	07/08/2021	CASBO	\$610.00	1000	Printed	Expense	<input type="checkbox"/>		
514990	07/08/2021	COAST MUSIC THERAPY, INC.	\$1,093.75	1000	Printed	Expense	<input type="checkbox"/>		
514991	07/08/2021	CONNECT4KIDS PSYCHOLOGICAL SVC	\$6,100.00	1000	Printed	Expense	<input type="checkbox"/>		
514992	07/08/2021	ESTELA CORRALES	\$26.10	1000	Printed	Expense	<input type="checkbox"/>		
514993	07/08/2021	FEDERAL EXPRESS CORP	\$15.77	1000	Printed	Expense	<input type="checkbox"/>		
514994	07/08/2021	GRANICUS, LLC	\$5,938.50	1000	Printed	Expense	<input type="checkbox"/>		
514995	07/08/2021	GREGORY V HANSON	\$537.50	1000	Printed	Expense	<input type="checkbox"/>		
514996	07/08/2021	K.I.D.S THERAPY ASSOCIATES INC	\$550.00	1000	Printed	Expense	<input type="checkbox"/>		
514997	07/08/2021	NCS PEARSON INC	\$315.00	1000	Printed	Expense	<input type="checkbox"/>		
514998	07/08/2021	PARKHOUSE TIRE INC	\$324.53	1000	Printed	Expense	<input type="checkbox"/>		
514999	07/08/2021	PATRICIA GARCIA GALLEG0	\$20.44	1000	Printed	Expense	<input type="checkbox"/>		
515000	07/08/2021	PROTECTED INSURANCE PROG FOR SCHOOLS	\$191,104.83	1000	Printed	Expense	<input type="checkbox"/>		
515001	07/08/2021	PT IN MOTION, INC	\$500.00	1000	Printed	Expense	<input type="checkbox"/>		
515002	07/08/2021	RANCHO COASTAL SPEECH THERAPY	\$2,250.00	1000	Printed	Expense	<input type="checkbox"/>		
515003	07/08/2021	REVOLVING CASH FUND	\$1,026.28	1000	Printed	Expense	<input type="checkbox"/>		
515004	07/08/2021	ROMERO EDUCATIONAL CONSULT & PSYCH SVC	\$9,000.00	1000	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Fund: 0100 General Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515005	07/08/2021	SAN DIEGO COUNTY SUPT OF SCHOOLS	\$4,208.40	1000	Printed	Expense	<input type="checkbox"/>		
515006	07/08/2021	SAN DIEGO OCCUPATIONAL THERAPY, INC.	\$3,460.00	1000	Printed	Expense	<input type="checkbox"/>		
515007	07/08/2021	SOUTHCOAST MOBILE WASH	\$417.00	1000	Printed	Expense	<input type="checkbox"/>		
515008	07/08/2021	SOUTHWEST SCHOOL SUPPLY	\$3,733.75	1000	Printed	Expense	<input type="checkbox"/>		
515009	07/08/2021	SUNBELT STAFFING	\$910.00	1000	Printed	Expense	<input type="checkbox"/>		
515011	07/08/2021	T-MOBILE	\$18,529.92	1000	Printed	Expense	<input type="checkbox"/>		
515026	07/08/2021	AMERICAN EXPRESS	\$6,009.02	1005	Printed	Expense	<input type="checkbox"/>		
515027	07/12/2021	AEFCT, INC.	\$125.00	1006	Printed	Expense	<input type="checkbox"/>		
515028	07/12/2021	ALSCO - AMERICAN LINEN DIV	\$258.36	1006	Printed	Expense	<input type="checkbox"/>		
515029	07/12/2021	AMAZON CAPITAL SERVICES, INC.	\$46.80	1006	Printed	Expense	<input type="checkbox"/>		
515030	07/12/2021	BORDERLAN, INC.	\$22,593.75	1006	Printed	Expense	<input type="checkbox"/>		
515031	07/12/2021	CALIF SCHOOL BOARDS ASSOCIATION	\$21,103.00	1006	Printed	Expense	<input type="checkbox"/>		
515032	07/12/2021	CONSULTING & INSPECTION SERVICES, LLC	\$16,024.00	1006	Printed	Expense	<input type="checkbox"/>		
515033	07/12/2021	CROWN EQUIPMENT/LIFT TRUCKS	\$175.00	1006	Printed	Expense	<input type="checkbox"/>		
515034	07/12/2021	HARTFORD GROUP BENEFITS DIVISION	\$2,339.09	1006	Printed	Expense	<input type="checkbox"/>		
515035	07/12/2021	HOME DEPOT CREDIT SERVICE	\$378.14	1006	Printed	Expense	<input type="checkbox"/>		
515036	07/12/2021	IMAGINE LEARNING	\$15,300.00	1006	Printed	Expense	<input type="checkbox"/>		
515037	07/12/2021	LA JOLLA LEARNINGWORKS	\$4,508.00	1006	Printed	Expense	<input type="checkbox"/>		
515038	07/12/2021	MRC SMART TECH SOLUTIONS	\$296.67	1006	Printed	Expense	<input type="checkbox"/>		
515039	07/12/2021	OTAY COMMUNICATIONS LLC	\$160.21	1006	Printed	Expense	<input type="checkbox"/>		
515040	07/12/2021	PAPE MATERIAL HANDLING	\$1,549.54	1006	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Fund: 0100 General Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515041	07/12/2021	SAN DIEGO CENTER FOR CHILDREN	\$1,983.96	1006	Printed	Expense	<input type="checkbox"/>		
515042	07/12/2021	STANDARD ELECTRONICS	\$847.59	1006	Printed	Expense	<input type="checkbox"/>		
515043	07/12/2021	SUNBELT CONTROLS INC	\$360.00	1006	Printed	Expense	<input type="checkbox"/>		
515044	07/12/2021	TEAM TALK NETWORK	\$849.66	1006	Printed	Expense	<input type="checkbox"/>		
515045	07/12/2021	THE GLASS CO INC	\$4,150.00	1006	Printed	Expense	<input type="checkbox"/>		
515046	07/12/2021	VALLEY INDUSTRIAL SPECIALTIES	\$2,991.70	1006	Printed	Expense	<input type="checkbox"/>		
515047	07/12/2021	VERIZON WIRELESS	\$2,370.55	1006	Printed	Expense	<input type="checkbox"/>		
515048	07/12/2021	VICTORIA FERRA	\$34.53	1006	Printed	Expense	<input type="checkbox"/>		
515049	07/12/2021	XEROX CORPORATION	\$4,798.40	1006	Printed	Expense	<input type="checkbox"/>		
515066	07/29/2021	CAL-AM WATER CO	\$1,678.21	1012	Printed	Expense	<input type="checkbox"/>		
515067	07/29/2021	CALIF DEPT OF JUSTICE	\$98.00	1012	Printed	Expense	<input type="checkbox"/>		
515068	07/29/2021	CALIF STAMP COMPANY	\$20.81	1012	Printed	Expense	<input type="checkbox"/>		
515069	07/29/2021	CARQUEST AUTO PARTS	\$47.32	1012	Printed	Expense	<input type="checkbox"/>		
515070	07/29/2021	CARREN JEAN STIKA	\$10,000.00	1012	Printed	Expense	<input type="checkbox"/>		
515071	07/29/2021	CITY TREASURER	\$4,447.23	1012	Printed	Expense	<input type="checkbox"/>		
515072	07/29/2021	COASTAL SPEECH THERAPY	\$12,883.80	1012	Printed	Expense	<input type="checkbox"/>		
515073	07/29/2021	CPM EDUCATIONAL PROGRAM	\$671.50	1012	Printed	Expense	<input type="checkbox"/>		
515074	07/29/2021	DANNIS WOLIVER KELLEY	\$3,520.00	1012	Printed	Expense	<input type="checkbox"/>		
515075	07/29/2021	DUNN-EDWARDS	\$309.25	1012	Printed	Expense	<input type="checkbox"/>		
515076	07/29/2021	EMERGENCY LIGHTING EQUIP SVC CO	\$1,725.00	1012	Printed	Expense	<input type="checkbox"/>		
515077	07/29/2021	FLEET SERVICES	\$383.33	1012	Printed	Expense	<input type="checkbox"/>		
515078	07/29/2021	GRAINGER	\$1,402.76	1012	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Fund: 0100 General Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515079	07/29/2021	HM SYSTEMS, INC	\$671.50	1012	Printed	Expense	<input type="checkbox"/>		
515080	07/29/2021	INSTITUTE FOR EFFECTIVE EDUC	\$12,675.20	1012	Printed	Expense	<input type="checkbox"/>		
515081	07/29/2021	JMB ASPHALT & CONCRETE	\$64,732.00	1012	Printed	Expense	<input type="checkbox"/>		
515082	07/29/2021	K.I.D.S THERAPY ASSOCIATES INC	\$2,557.50	1012	Printed	Expense	<input type="checkbox"/>		
515083	07/29/2021	KEENAN & ASSOCIATES	\$286.64	1012	Printed	Expense	<input type="checkbox"/>		
515084	07/29/2021	LEXIA LEARNING SYSTEMS LLC	\$78,000.00	1012	Printed	Expense	<input type="checkbox"/>		
515085	07/29/2021	MAXIM HEALTHCARE STAFFING SERVICES, INC.	\$44,516.11	1012	Printed	Expense	<input type="checkbox"/>		
515086	07/29/2021	MISSION JANITORIAL SUPPLIES	\$513.75	1012	Printed	Expense	<input type="checkbox"/>		
515087	07/29/2021	MONOPRICE INC	\$93.61	1012	Printed	Expense	<input type="checkbox"/>		
515088	07/29/2021	MRC SMART TECH SOLUTIONS	\$139.42	1012	Printed	Expense	<input type="checkbox"/>		
515089	07/29/2021	NCS PEARSON	\$7,019.44	1012	Printed	Expense	<input type="checkbox"/>		
515090	07/29/2021	ORANGE CTY DEPT OF ED	\$2,151.89	1012	Printed	Expense	<input type="checkbox"/>		
515091	07/29/2021	PACIFIC ONESOURCE, INC.	\$75.25	1012	Printed	Expense	<input type="checkbox"/>		
515092	07/29/2021	PARKHOUSE TIRE INC	\$324.53	1012	Printed	Expense	<input type="checkbox"/>		
515093	07/29/2021	PROBUILD	\$474.51	1012	Printed	Expense	<input type="checkbox"/>		
515094	07/29/2021	PROTECTED INSURANCE PROG FOR SCHOOLS	\$191,104.83	1012	Printed	Expense	<input type="checkbox"/>		
515095	07/29/2021	REFRIGERATION SUPPLIES DISTR	\$22.98	1012	Printed	Expense	<input type="checkbox"/>		
515096	07/29/2021	RUSSELL SIGLER INC	\$13,274.05	1012	Printed	Expense	<input type="checkbox"/>		
515097	07/29/2021	SAN DIEGO GAS & ELECTRIC	\$95,593.00	1012	Printed	Expense	<input type="checkbox"/>		
515098	07/29/2021	SCHOOL INNOVATIONS & ACHIEVEMENT	\$13,700.00	1012	Printed	Expense	<input type="checkbox"/>		
515099	07/29/2021	SCHOOL SERV OF CALIFORNIA	\$4,080.00	1012	Printed	Expense	<input type="checkbox"/>		
515100	07/29/2021	SCHOOL SPECIALTY LLC	\$807.71	1012	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Fund: 0100 General Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515101	07/29/2021	SEESAW LEARNING	\$29,218.75	1012	Printed	Expense	<input type="checkbox"/>		
515102	07/29/2021	SINGLEWIRE SOFTWARE	\$5,903.00	1012	Printed	Expense	<input type="checkbox"/>		
515103	07/29/2021	SKYE JOLLIE	\$12.10	1012	Printed	Expense	<input type="checkbox"/>		
515104	07/29/2021	SOCO GROUP	\$8,093.60	1012	Printed	Expense	<input type="checkbox"/>		
515105	07/29/2021	SOUTH BAY AUTO SUPPLY INC.	\$120.10	1012	Printed	Expense	<input type="checkbox"/>		
515106	07/29/2021	SOUTH BAY FENCE INC	\$48,307.50	1012	Printed	Expense	<input type="checkbox"/>		
515107	07/29/2021	SOUTH BAY UNION SCHOOL DISTRICT	\$13,294.42	1012	Printed	Expense	<input type="checkbox"/>		
515108	07/29/2021	SPARKLETTS	\$130.99	1012	Printed	Expense	<input type="checkbox"/>		
515109	07/29/2021	SPECIALIZED EDUCATION OF CALIFORNIA, INC	\$12,798.00	1012	Printed	Expense	<input type="checkbox"/>		
515110	07/29/2021	STANLEY CONVERGENT SECURITY	\$400.79	1012	Printed	Expense	<input type="checkbox"/>		
515111	07/29/2021	THE HOME DEPOT PRO	\$242.44	1012	Printed	Expense	<input type="checkbox"/>		
515112	07/29/2021	UNITED BEHAVIORAL HEALTH	\$372.11	1012	Printed	Expense	<input type="checkbox"/>		
515113	07/29/2021	VERBAL BEHAVIOR ASSOCIATES	\$14,332.00	1012	Printed	Expense	<input type="checkbox"/>		
515114	07/29/2021	XEROX CORPORATION	\$4,989.39	1012	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund: 99 Total Amount: \$1,179,102.44

Fund: 0901 Charter Language Academy

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515012	07/08/2021	BERENICE GONZALEZ	\$20.12	1001	Printed	Expense	<input type="checkbox"/>		
515013	07/08/2021	GLORIA NAKANO	\$150.19	1001	Printed	Expense	<input type="checkbox"/>		
515014	07/08/2021	SAUL AMBRIZ	\$38.02	1001	Printed	Expense	<input type="checkbox"/>		
515015	07/08/2021	SOUTHWEST SCHOOL SUPPLY	\$1,058.36	1001	Printed	Expense	<input type="checkbox"/>		
515050	07/12/2021	MRC SMART TECH SOLUTIONS	\$10.44	1007	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Fund: 0901 Charter Language Academy

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515051	07/12/2021	SOUTHWEST SCHOOL SUPPLY	\$1,666.42	1007	Printed	Expense	<input type="checkbox"/>		
515052	07/12/2021	XEROX CORPORATION	\$152.46	1007	Printed	Expense	<input type="checkbox"/>		
515115	07/29/2021	CPM EDUCATIONAL PROGRAM	\$576.42	1013	Printed	Expense	<input type="checkbox"/>		
515116	07/29/2021	ORALIA PUGA-NABIZADEH	\$16.53	1013	Printed	Expense	<input type="checkbox"/>		
515117	07/29/2021	SOUTH BAY UNION SCHOOL DISTRICT	\$1,234.88	1013	Printed	Expense	<input type="checkbox"/>		
515118	07/29/2021	XEROX CORPORATION	\$162.62	1013	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund: 11 Total Amount: \$5,086.46

Fund: 0902 Charter Imperial Beach

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515053	07/12/2021	MRC SMART TECH SOLUTIONS	\$172.57	1008	Printed	Expense	<input type="checkbox"/>		
515119	07/29/2021	CPM EDUCATIONAL PROGRAM	\$1,103.62	1014	Printed	Expense	<input type="checkbox"/>		
515120	07/29/2021	MARISA RASCON	\$203.18	1014	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund: 3 Total Amount: \$1,479.37

Fund: 1200 Child Development Fund 1206

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515016	07/08/2021	DEPT OF SOCIAL SERVICES	\$1,210.00	1002	Printed	Expense	<input type="checkbox"/>		
515017	07/08/2021	OTAY COMMUNICATIONS LLC	\$1,170.17	1002	Printed	Expense	<input type="checkbox"/>		
515054	07/12/2021	VERIZON WIRELESS	\$64.69	1009	Printed	Expense	<input type="checkbox"/>		
515055	07/12/2021	XEROX CORPORATION	\$759.77	1009	Printed	Expense	<input type="checkbox"/>		
515121	07/29/2021	XEROX CORPORATION	\$1,029.08	1015	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund: 5 Total Amount: \$4,233.71

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

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309152699

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Fund: 1300 Cafeteria

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515018	07/08/2021	DEH/COUNTY OF SAN DIEGO	\$2,441.00	1003	Printed	Expense	<input type="checkbox"/>		
515019	07/08/2021	GOLD STAR FOODS	\$510.35	1003	Printed	Expense	<input type="checkbox"/>		
515020	07/08/2021	HOLLANDIA DAIRY	\$3,920.75	1003	Printed	Expense	<input type="checkbox"/>		
515021	07/08/2021	KELLY PAPER CO	\$229.81	1003	Printed	Expense	<input type="checkbox"/>		
515022	07/08/2021	LLOYD PEST CONTROL	\$425.01	1003	Printed	Expense	<input type="checkbox"/>		
515056	07/12/2021	VERIZON WIRELESS	\$36.40	1010	Printed	Expense	<input type="checkbox"/>		
515057	07/12/2021	XEROX CORPORATION	\$177.87	1010	Printed	Expense	<input type="checkbox"/>		
515122	07/29/2021	DEH/COUNTY OF SAN DIEGO	\$404.00	1016	Printed	Expense	<input type="checkbox"/>		
515123	07/29/2021	GOLD STAR FOODS	\$48,982.63	1016	Printed	Expense	<input type="checkbox"/>		
515124	07/29/2021	HEARTLAND PAYMENT SYSTEMS	\$495.00	1016	Printed	Expense	<input type="checkbox"/>		
515125	07/29/2021	HOLLANDIA DAIRY	\$8,801.35	1016	Printed	Expense	<input type="checkbox"/>		
515126	07/29/2021	SOUTH BAY UNION SCHOOL DISTRICT	\$439.95	1016	Printed	Expense	<input type="checkbox"/>		
515127	07/29/2021	SPARKLETTS	\$7.92	1016	Printed	Expense	<input type="checkbox"/>		
515128	07/29/2021	TEMPERATURE DESIGN REFRIGERATION, INC	\$351.75	1016	Printed	Expense	<input type="checkbox"/>		
515129	07/29/2021	XEROX CORPORATION	\$202.93	1016	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund: 15 Total Amount: \$67,426.72

Fund: 2110 Building Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515023	07/08/2021	CHARLIE BRYAN INSPECTIONS	\$13,376.00	1004	Printed	Expense	<input type="checkbox"/>		
515024	07/08/2021	ERICKSON-HALL CONSTRUCTION CO.	\$4,778,034.50	1004	Printed	Expense	<input type="checkbox"/>		
515025	07/08/2021	PACIFIC PREMIER BANK, ESCROW AGENT	\$251,475.60	1004	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Fund: 2110 Building Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
515058	07/12/2021	OFFICE & ERGONOMIC SOLUTIONS, INC	\$27,101.16	1011	Printed	Expense	<input type="checkbox"/>		
515130	07/29/2021	A & S FLOORING	\$14,886.00	1017	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund: 5 Total Amount: \$5,084,873.26

Total Amount: \$6,342,201.96

End of Report

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Janea Marking, Assistant Superintendent, Business Services
SUBJECT: Purchase Order Reports 14 and 2

BACKGROUND INFORMATION

Pursuant to Education Code 17605, the Governing Board may delegate to any officer or employee of the District the authority to purchase supplies, materials, apparatus, equipment, and services. All transactions entered into by the officer or employee shall be reviewed by the Governing Board every 60 days. At South Bay, the Purchasing Department edits, processes, and approves all District purchase orders. Then we consolidate a list of all orders processed monthly. This is our presentation to the Board for authorization of payment.

CURRENT CONSIDERATIONS

Purchase Order Report 14 for 2020-21 (Exhibits) contains a listing of Purchase Orders, encumbered from July 14, 2021 to August 17, 2021, and Report 2 for 2021-22 (Exhibits) for July 14 to August 17, 2021 for approval and ratification at this time.

IMPACT ON STUDENT ACHIEVEMENT

The employees at South Bay Union School District purchase materials, supplies, food, equipment, and services for the students, which help to contribute to student achievement.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

The total amount for Purchase Order Report 14 is \$76,171.36 and Report 2 is \$5,587,451.32, coming from the General, Charter Language Academy, Charter Imperial Beach, Child Development, Cafeteria, Building, and Capital Facilities Funds.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval/ratification of the Purchase Orders listed on Purchase Order Reports 14 and 2.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval/ratification.

ATTACHMENTS:

Description	Upload Date	Type
Exhibit 1	8/17/2021	Exhibit
Exhibit 2	8/17/2021	Exhibit
Exhibit 3	8/17/2021	Exhibit
Exhibit 4	8/17/2021	Exhibit

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2021-2022

From Date:	07/14/2021	To Date:	08/17/2021	Threshold	\$1.00		
PO Number	Vendor	Description	For	Amount			
2250103	LAB-AIDS	SCIENCE ONLINE RENEWAL	STUDENT SUPPORT & ACCOUNTABILITY	28,140.00			
2250104	LEARNING A-Z	LEARNING Z-Z LICENSING	STUDENT SUPPORT & ACCOUNTABILITY	87,944.00			
2250105	DANNIS WOLIVER KELLEY	LEGAL SERVICES	BUSINESS SERVICES	75,000.00			
2250106	OTAY COMMUNICATIONS LLC	RADIOS FOR VIRTUAL ACADEMY	MAINTENANCE	905.10			
2250107	OPTIMUM FLOORCARE	MAINTENANCE EQUIPMENT REPAIRS	FACILITIES	4,000.00			
2250108	OPTIMUM FLOORCARE	MAINTENANCE SUPPLIES	FACILITIES	1,000.00			
2250109	TERRA BELLA NURSERY	LANDSCAPING MATERIALS	MAINTENANCE	2,000.00			
2250110	THE GLASS COMPANY INC	WINDOW REPAIRS	FACILITIES	4,000.00			
2250111	FERGUSON ENTERPRISES INC	MAINTENANCE SUPPLIES	FACILITIES	4,000.00			
2250112	MISSION JANITORIAL SUPPLIES	MAINTENANCE SUPPLIES	FACILITIES	6,000.00			
2250113	WAXIE	MAINTENANCE SUPPLIES	FACILITIES	5,000.00			
2250114	***PURCHASING CARD	FACILITY PERMIT	MAINTENANCE	1,707.00			
2250115	GRAH SAFE & LOCK	MAINTENANCE SUPPLIES	FACILITIES	3,200.00			
2250116	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	FACILITIES	6,000.00			
2250117	CALIF ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	FACILITIES	8,000.00			
2250118	DUNN-EDWARDS	PAINT SUPPLIES	FACILITIES	4,000.00			
2250119	REFRIGERATION SUPPLIES DISTR	MAINTENANCE SUPPLIES	FACILITIES	6,000.00			
2250120	SITEONE LANDSCAPE (NATIONAL CITY)	MAINTENANCE SUPPLIES	FACILITIES	3,000.00			
2250121	GEARY PACIFIC SUPPLY	MAINTENANCE SUPPLIES	FACILITIES	6,000.00			
2250122	MALLORY SAFETY AND SUPPLY LLC	MAINTENANCE SUPPLIES	FACILITIES	4,000.00			
2250123	PACWEST AIR FILTER, LLC	MAINTENANCE SUPPLIES	FACILITIES	5,000.00			
2250124	OFFICE DEPOT	STOCK REPLACEMENT	WAREHOUSE	592.84			
2250125	FRANKLIN COVEY CLIENT SALES	MATERIALS FOR LEADER IN ME PROGRAM	NICOLOFF	292.56			
2250126	FRANKLIN COVEY CLIENT SALES	LEADER IN ME COACHING	ONEONTA	9,292.00			
2250127	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	EMORY	436.52			

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2021-2022

From Date: 07/14/2021		To Date: 08/17/2021		Threshold	\$1.00		
PO Number	Vendor	Description	For	Amount			
2250128	AMAZON CAPITAL SERVICES, INC.	CUSTODIAL SUPPLIES	BAYSIDE	170.74			
2250129	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	CENTRAL	56.08			
2250130	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	BAYSIDE	71.78			
2250131	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	BAYSIDE	82.97			
2250132	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	BAYSIDE	25.90			
2250133	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	BAYSIDE	18.68			
2250134	A & M TEAM SALES	T-SHIRTS	EMORY	3,257.78			
2250135	AMAZON CAPITAL SERVICES, INC.	PE SUPPLIES	CENTRAL	267.38			
2250136	MISSION JANITORIAL SUPPLIES	STOCK REPLACEMENT	WAREHOUSE	2,139.66			
2250137	WILLYS ELECTRONIC SUPPLY	STOCK REPLACEMENT	WAREHOUSE	186.19			
2250138	SOUTHWEST SCHOOL SUPPLY	STOCK REPLACEMENT	WAREHOUSE	1,216.20			
2250139	OFFICE DEPOT	OFFICE SUPPLIES	BERRY	63.35			
2250140	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL MATERIALS	BERRY	133.08			
2250141	OAP PACKAGING	INSTRUCTIONAL MATERIALS	BERRY	153.34			
2250142	TEAM TALK NETWORK	RADIO SERVICE	TRANSPORTATION	11,050.00			
2250143	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIALS	BERRY	31.89			
2250144	SOUTHWEST SCHOOL SUPPLY	OFFICE SUPPLIES	BERRY	133.24			
2250145	OAP PACKAGING	INSTRUCTIONAL MATERIALS	NICOLOFF	609.00			
2250146	ACADEMIC SUPPLIER	TONER	BERRY	198.26			
2250147	HEINEMANN PUBLISHING	INSTRUCTIONAL MATERIALS	BERRY	514.57			
2250148	SCHOOL SPECIALTY	PE CART	CENTRAL	911.41			
2250149	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIALS	VIP PRESCHOOL	576.46			
2250150	SCHOOL SPECIALTY	SHELVING	BERRY	360.14			
2250151	SOCO GROUP	FUEL FOR DISTRICT VEHICLES	TRANSPORTATION	175,000.00			

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2021-2022

From Date: 07/14/2021		To Date: 08/17/2021		Threshold	\$1.00
PO Number	Vendor	Description	For	Amount	
2250152	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - PREP CHROMEBOOKS	TECHNOLOGY SERVICES	840.00	
2250153	BACKUPIFY	LICENSING FOR AUTOMATED BACKUPS	TECHNOLOGY SERVICES	13,680.00	
2250154	STS- EDUCATION	VISITOR ENTRY SYSTEM FOR PENCE	TECHNOLOGY SERVICES	2,546.89	
2250155	CMS COMMUNICATIONS, INC.	PHONES	TECHNOLOGY SERVICES	513.38	
2250156	AMPLIFIED IT, LLC	LICENSING GOGUARDIANTEACHER	TECHNOLOGY SERVICES	16,426.00	
2250157	UZBL, LLC	CASES	TECHNOLOGY SERVICES	484.88	
2250158	FACILITIES MANAGEMENT EXPRESS, LLC	WORK ORDER SYSTEM	TECHNOLOGY SERVICES	9,200.00	
2250159	RUPE CONSULTING SERVICES	ERATE SERVICES	TECHNOLOGY SERVICES	12,500.00	
2250160	OFFICE DEPOT	OFFICE SUPPLIES	FISCAL SERVICES	322.00	
2250161	SCHOOL SPECIALTY	STOCK REPLACEMENT	WAREHOUSE	114.82	
2250162	SOUTHWEST SCHOOL SUPPLY	STOCK REPLACEMENT	WAREHOUSE	535.30	
2250163	NEXT DAY PRINTED TEES	T-SHIRTS	BUSINESS SERVICES	6,717.19	
2250164	DREAMBOX LEARNING, INC.	DREAMBOX LEARNING RENEWAL	STUDENT SUPPORT & ACCOUNTABILITY	91,531.77	
2250165	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL MATERIALS FOR ASES	STUDENT SUPPORT & ACCOUNTABILITY	18,171.03	
2250166	STAPLES	OFFICE SUPPLIES	BAYSIDE	402.67	
2250167	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL SUPPLIES	CENTRAL	173.96	
2250168	AMAZON CAPITAL SERVICES, INC.	COMPUTER SUPPLIES	TECHNOLOGY SERVICES	249.85	
2250169	WESTAIR GASES & EQUIPMENT, INC.	MATERIALS AND SUPPLIES	FACILITIES	1,500.00	
2250170	NUTRIEN AG SOLUTIONS, INC	MAINT SUPPLIES	FACILITIES	3,000.00	
2250171	DEMCO INC (SUPPLIES)	LIBRARY SUPPLIES	BERRY	138.36	
2250172	ILLUMINATE EDUCATION	SOFTWARE STUDENT DATA	STUDENT SUPPORT & ACCOUNTABILITY	97,035.50	
2250173	MC KESSON MEDICAL-SURGICAL	STOCK REPLACEMENT	WAREHOUSE	201.04	
2250174	THE GLASS COMPANY INC	MAINTENANCE SUPPLIES	FACILITIES	1,300.00	
2250175	FEDERAL EXPRESS CORP	SHIPPING COST	BUSINESS SERVICES	2,000.00	

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2250176	BELLAMA CUSTOM METAL FAB	MAINTENANCE SUPPLIES	FACILITIES	1,000.00			
2250177	BIO-D PRODUCTS	MAINTENANCE SUPPLIES	FACILITIES	500.00			
2250178	FLEET SERVICES	VEHICLE PARTS	TRANSPORTATION	3,500.00			
2250179	NORTH COUNTY EDUC PURCH CONSORTIUM	MEMBERSHIP FEE	PURCHASING	400.00			
2250180	UNITED PARCEL SERVICE (UPS)	SHIPPING COST	BUSINESS SERVICES	2,000.00			
2250181	EAST PENN MFG CO	VEHICLE PARTS	TRANSPORTATION	1,000.00			
2250182	BUSWEST, LLC	VEHICLE PARTS	TRANSPORTATION	2,000.00			
2250183	EPSILON SYSTEMS SOLUTIONS, INC.	MAINTENANCE SUPPLIES	FACILITIES	600.00			
2250184	CENTER FOR EDUCATIONAL LEADERSHIP	PROFESSIONAL LEARNING	STUDENT SUPPORT & ACCOUNTABILITY	52,300.00			
2250185	HAND2MIND INC	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	128,122.91			
2250186	SCHOOL SPECIALTY, DELTA EDUCATION	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	238,954.48			
2250187	SUNBELT CONTROLS	HVAC CONTROL AT PENCE	MAINTENANCE	1,616.25			
2250188	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	CENTRAL	17.17			
2250189	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	83.52			
2250190	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	33.28			
2250191	AMAZON CAPITAL SERVICES, INC.	COMPUTER SUPPLIES	TECHNOLOGY SERVICES	752.65			
2250192	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	SPECIAL EDUCATION	347.80			
2250193	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	101.28			
2250194	ADVANCE AUTO PARTS	PARTS AND SUPPLIES	TRANSPORTATION	5,000.00			
2250195	SOUTH BAY AUTO SUPPLY INC.	PARTS AND SUPPLIES	TRANSPORTATION	6,500.00			
2250196	OTAY COMMUNICATIONS LLC	AIR TIME FOR RADIOS	FACILITIES	9,500.00			
2250197	AMERICAN SWING PRODUCTS INC	SWING CHAIN	MAINTENANCE	3,231.36			
2250198	REALLY GOOD STUFF	INSTRUCTINAL MATERIALS	BERRY	299.36			
2250199	MC GRAW-HILL GLOBAL EDUCATION	INSTRUCTIONAL MATERIALS	BERRY	1,642.20			

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2250200	PARKHOUSE TIRE INC	VEHICLE PARTS	TRANSPORTATION	8,500.00			
2250201	FRANK & SON PAVING INC	ASPHALT AT PENCE	FACILITIES	59,850.00			
2250202	ALSCO - AMERICAN LINEN DIV	UNIFORM AND RAG SERVICE	TRANSPORTATION	2,000.00			
2250203	SCHOOL INNOVATIONS & ACHIEVEMENT	ATTENTION 2 ATTENDANCE RENEWAL	STUDENT SUPPORT & ACCOUNTABILITY	41,200.00			
2250204	CREATIVE BUS SALES INC	PARTS AND SUPPLIES	TRANSPORTATION	7,000.00			
2250205	NEXON CORPORATION	ASBESTOR AT SUNNYSLOPE	FACILITIES	1,341.00			
2250206	CONTROLLED MOTION SOLUTIONS	VEHICLE PARTS	TRANSPORTATION	800.00			
2250207	JURMAN MEDICAL ASSOC EMERG TRAINING DIV	CPR TRAINING	VIP PRESCHOOL	1,080.00			
2250208	NTH GENERATION COMPUTING, INC.	BLADE SERVICE SUPPORT	TECHNOLOGY SERVICES	12,000.00			
2250209	NTH GENERATION COMPUTING, INC.	FIREWALL CONFIGURATION SERVICES	TECHNOLOGY SERVICES	4,820.00			
2250210	OFFICE DEPOT	STUDENT SUPPLIES FOR ASES PROGRAM	STUDENT SUPPORT & ACCOUNTABILITY	9,350.25			
2250211	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	13,223.52			
2250212	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	465.61			
2250213	SUNBELT CONTROLS	HVAC TROUBLESHOOTING AT BAYSIDE	MAINTENANCE	1,280.00			
2250214	STANLEY CONVERGENT SECURITY	SECURITY SYSTEM UPGRADE	TECHNOLOGY SERVICES	1,675.00			
2250215	THRIVELY	LICENSING RENEWAL THRIVLEY	STUDENT SUPPORT & ACCOUNTABILITY	20,000.00			
2250216	BDJ TECH	CLEAN STUDENT DEVICES	STUDENT SUPPORT & ACCOUNTABILITY	26,400.00			
2250217	SOUTH BAY FENCE INC	FENCING AT PENCE	FACILITIES	4,200.00			
2250218	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	1,737.67			
2250219	AMAZON CAPITAL SERVICES, INC.	STAFF SUPPLIES	SPECIAL EDUCATION	27.46			
2250220	AMAZON CAPITAL SERVICES, INC.	CLOCK	WAREHOUSE	35.02			
2250221	BLICK ART MATERIALS	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	92.19			
2250222	ACADEMIC SUPPLIER	PRINTER FOR PURCHASING	FISCAL SERVICES	655.65			
2250223	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - CLERICAL FOR STUDENT SUPPORT	STUDENT SUPPORT & ACCOUNTABILITY	940.00			

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2250224	FOLLETT SCHOOL SOLUTIONS, INC	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	52.87			
2250225	T-MOBILE	MOBILE INTERNET	STUDENT SUPPORT & ACCOUNTABILITY	50,000.00			
2250226	OFFICE DEPOT	OFFICE SUPPLIES	FISCAL SERVICES	342.74			
2250227	LAKESHORE LEARNING MATERIALS	REPLACEMENT PARTS FOR TRIKES	MAINTENANCE	1,000.00			
2250228	WILLYS ELECTRONIC SUPPLY	MAINTENANCE SUPPLIES	FACILITIES	2,000.00			
2250229	JOHNSTONE SUPPLY	MAINTENANCE SUPPLIES	FACILITIES	800.00			
2250230	ACUITY SPECIALTY PRODUCTS	SUPPLIES	FACILITIES	1,000.00			
2250231	UNITED RENTALS	RENTAL EQUIPMENT	FACILITIES	1,500.00			
2250232	VINYARD DOORS INC	REPAIRS	FACILITY	2,155.00			
2250233	VINYARD DOORS INC	DOOR REPAIR	FACILITIES	1,000.00			
2250234	WHITE CAP INDUSTRIES	MAINTENANCE SUPPLIES	FACILITIES	2,500.00			
2250235	TRANE US CO	REPAIR PARTS	FACILITIES	800.00			
2250236	THOMPSON BUILDING MATERIALS	MAINTENANCE SUPPLIES	FACILITIES	1,000.00			
2250237	DEPT OF INDUSTRIAL RELATIONS	WHEEL CHAIR INSPECTIONS	FACILITIES	2,300.00			
2250238	VULCAN MATERIALS COMPANY	FACILITIES SUPPLIES	FACILITIES	1,000.00			
2250239	ART'S LAWNMOWER SHOP	LANDSCAPE EQUIPT REPAIRS	MAINTENANCE	1,000.00			
2250240	REPUBLIC SERVICES OF SAN DIEGO	WASTE REMOVAL	FACILITIES	4,000.00			
2250241	TRAFFIC SAFETY MATERIALS, LLC	MATERIALS AND SUPPLIES	FACILITIES	1,000.00			
2250242	MISSION JANITORIAL SUPPLIES	CUSTODIAL SUPPLIES	EMORY	216.45			
2250243	MISSION JANITORIAL SUPPLIES	CUSTODIAL SUPPLIES	VIP PRESCHOOL	348.01			
2250244	WAXIE	CUSTODIAL SUPPLIES	VIP PRESCHOOL	11.87			
2250245	HOME DEPOT	WHSE SUPPLIES	WAREHOUSE	23.24			
2250246	SOUTHWEST SCHOOL SUPPLY	STUDENT SUPPLIES	BERRY	504.27			
2250247	CDW GOVERNMENT	COMPUTER SUPPLIES	TECHNOLOGY SERVICES	4,956.51			
2250248	CDW GOVERNMENT	CASES	TECHNOLOGY SERVICES	4,257.20			

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2250249	NORTHSTAR AV LLC	PROJECTOR LAMPS	TECHNOLOGY SERVICES	2,909.25	
2250250	XEROX CORP	COPIER LEASE AND MAINT AGREEMENT	BUSINESS SERVICES	100,057.10	
2250251	XEROX CORP	COPIER LEASE AND MAINTENANCE SERVICE	BERRY	1,686.23	
2250252	XEROX CORP	COPIER LEASE	MENDOZA	1,781.00	
2250253	XEROX CORP	COPIER LEASE AND MAINTENANCE SERVICE FOR PRINT SHOP	BUSINESS SERVICES	66,385.44	
2250254	XEROX CORP	COPIER MAINTENANCE AGREEMENT	TRANSPORTATION	500.00	
2250255	XEROX CORP	COPIER LEASE AND MAINTENANCE - CHILD DEVELOPMENT FUND	VIP PRESCHOOL	5,479.77	
2250256	XEROX CORP	COPIER LEASE AND MAINTENANCE	REACHOUT CENTER	2,704.43	
2250257	XEROX CORP	COPIER LEASE/MAINTENANCE AGREEMENT	SPECIAL EDUCATION	2,878.74	
2250258	XEROX CORP	COPIER LEASE AND MAINTENANCE AGREEMENT	HUMAN RESOURCES	3,108.88	
2250260	XEROX CORP	COPIER LEASE AND MAINTENANCE SERVICE	BUSINESS SERVICES	5,214.14	
2250261	XEROX CORP	COPIER LEASE AND MAINTENANCE SERVICE	BUSINESS SERVICES	7,977.21	
2250262	XEROX CORP	COPIER MAINT SERVICE	ONEONTA	300.00	
2250263	XEROX CORP	COPIER MAINT SERVICE	PENCE	550.00	
2250264	XEROX CORP	COPIER MAINT SERVICE	PENCE	550.00	
2250265	XEROX CORP	COPIER LEASE AND MAINT SERVICE	STUDENT SUPPORT & ACCOUNTABILITY	3,860.43	
2250266	XEROX CORP	COPIER MAINT SERVICE	FACILITIES	500.00	
2250267	MR COPY INC / MRC SMART TECH	COPIER MAINTENANCE AGREEMENT	BAYSIDE	300.00	
2250268	MISSION JANITORIAL SUPPLIES	CUSTODIAL SUPPLIES	MAINTENANCE	637.71	
2250269	STANDARD ELECTRONICS	MAINTENANCE REPAIRS FIRE ALARMS	FACILITIES	3,000.00	
2250270	STANDARD ELECTRONICS	MAINTENANCE SUPPLIES	FACILITIES	2,000.00	
2250271	EUROSYSTEMS MONTGOMERY	MAINTENANCE SUPPLIES	FACILITIES	500.00	
2250272	HANDY METAL MART	MAINTENANCE SUPPLIES	FACILITIES	800.00	
2250273	PARKHOUSE TIRE INC	VEHICLE SUPPLIES	FACILITIES	2,000.00	

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2250274	TERRA BELLA NURSERY	PLANTS AT CENTRAL	MAINTENANCE	1,820.78			
2250275	ALSCO - AMERICAN LINEN DIV	COVID CLEANING RAGS	MAINTENANCE	16,160.69			
2250276	BROADWAY AUTO ELECTRIC	VEHICLE PARTS	FACILITIES	500.00			
2250277	BROADWAY AUTO ELECTRIC	VEHICLE REPAIRS	FACILITIES	800.00			
2250278	GLIDDEN PROF PAINT CENTER	PAINT SUPPLIES	FACILITIES	800.00			
2250279	ANIXTER INC.	MAINTENANCE SUPPLIES	FACILITIES	2,000.00			
2250280	REPUBLIC SERVICES OF SAN DIEGO	TRASH SERVICE	MAINTENANCE	116,000.00			
2250281	PACWEST AIR FILTER, LLC	HVAC FILTERS	MAINTENACE	30,411.29			
2250282	ADVANCE AUTO PARTS	PARTS AND SUPPLIES	FACILITIES	1,500.00			
2250283	ERIC HALL AND ASSOCIATES	FACILITY SUPPORT SERVICES	BUSINESS SERVICES	36,000.00			
2250284	OFFICE DEPOT	OFFICE SUPPLIES	HUMAN RESOURCES	296.32			
2250285	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	IMPERIAL BEACH	408.11			
2250286	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	CENTRAL	26.56			
2250287	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	IMPERIAL BEACH	311.88			
2250288	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	256.61			
2250289	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	158.92			
2250290	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	21.92			
2250291	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	10.96			
2250292	ONESOURCE DISTRIBUTORS	MAINTENANCE SUPPLIES	FACILITIES	3,000.00			
2250293	PRAXAIR DISTRIBUTION INC	MAINTENANCE SUPPLIES	FACILITIES	1,500.00			
2250294	SITEONE LANDSCAPE SUPPLY (CHULA VISTA)	LANDSCAPE MATERIALS	MAINTENANCE	2,500.00			
2250295	TED'S GARAGE	SMOG INSPECTION SERVICES AND REPAIRS	FACILITIES	1,300.00			
2250296	ART'S LAWNMOWER SHOP	LANDSCAPE MATERIALS	MAINTENANCE	2,000.00			
2250297	DEHART BACKFLOW	BACKFLOW REPAIRS	FACILITIES	800.00			

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2250298	PACIFIC PLUMBING SPECIALTIES, INC.	PLUMBING SUPPLIES	FACILITIES	1,000.00	
2250299	OFFICE & ERGONOMIC SOLUTIONS, INC	PURCHASING OFFICE FURNITURE	FISCAL SERVICES	1,863.24	
2250300	KIM PHIFER	HEALTH BENEFITS	BUSINESS SERVICES	12,000.00	
2250301	BRAIN LEARNING PSYCHOLOGICAL CORP	PSYCHOLOGICAL SERVICE	SPECAIL EDUCATION	30,000.00	
2250302	OFFICE & ERGONOMIC SOLUTIONS, INC	DESK CHAIR	BUSINESS SERVICES	413.42	
2250303	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	182.00	
2250304	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	180.85	
2250305	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	492.57	
2250306	LAB-AIDS	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	213.15	
2250307	OFFICE DEPOT	OFFICE SUPPLIES	FISCAL SERVICES	11.41	
2250308	CDW GOVERNMENT	MONITORS	TRANSPORTATION	386.73	
2250309	BENCHMARK EDUCATION COMPANY	BENCHMARK FONETICA - SIGUE Y COMINEZA FOR NICOLOFF & SUNNYSLOPE	STUDENT SUPPORT & ACCOUNTABILITY	1,745.55	
2250310	BENCHMARK EDUCATION COMPANY	LICENSING BENCHMARK FONETICA	NESTOR	810.00	
2250311	SAVVAS LEARNING COMPANY LLC	PROFESSIONAL DEVELOPMENT	STUDENT SUPPORT & ACCOUNTABILITY	1,200.00	
2250312	KAMI	KAMI LICENSE	STUDENT SUPPORT & ACCOUNTABILITY	13,600.00	
2250313	CITY OF IMPERIAL BEACH	ALARM PERMIT FEES	MAINTENANCE	140.00	
2250314	FRONTLINE TECHNOLOGIES GROUP	FRONTLINE ATTENDANCE LICENSE	TECHNOLOGY SERVICES	15,208.26	
2250315	SAVVAS LEARNING COMPANY LLC	LICENSING FOR SUNNYSLOPE	STUDENT SUPPORT & ACCOUNTABILITY	274.34	
2250316	SAVVAS LEARNING COMPANY LLC	LICENSING FOR NICOLOFF	STUDENT SUPPORT & ACCOUNTABILITY	623.50	
2250317	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	VIP PRESCHOOL	301.83	
2250318	AMAZON CAPITAL SERVICES, INC.	OFFICE AND PE SUPPLIES	IMPERIAL BEACH	300.00	
2250319	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	TRANSPORTATION	63.57	
2250320	MC GRAW-HILL EDUCATION, INC	INSTRUCTIONAL MATERIALS	BAYSIDE	2,518.20	
2250321	STANLEY CONVERGENT SECURITY	ALARM SECURITY SERVICES	TECHNOLOGY SERVICES	2,762.04	

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2250322	STANLEY CONVERGENT SECURITY	ALARM SYSTEM	HUMAN RESOURCES	1,008.00			
2250323	A & M TEAM SALES	T-SHIRTS	EMORY	919.81			
2250324	HEINEMANN PUBLISHING	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	3,930.00			
2250325	MC GRAW-HILL GLOBAL EDUCATION	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	365.89			
2250326	ESKILL CORP	ON LINE TESTING	HUMAN SERVICES	4,500.00			
2250327	XEROX CORP	COPIER LEASE AND MAINT AGREEMENT	IMPERIAL BEACH	10,005.69			
2250328	JMB ASPHALT & CONCRETE	CONCRETE AT IB	FACILITIES	3,569.00			
2250329	HORIZON DISTRIBUTORS INC	LAWNMOWER SUPPLIES	MAINTENANCE	2,500.00			
2250330	COIT SERVICES INC.	CLEAN DRAPES AT THE SCHOOLS	MAINTENANCE	13,130.00			
2250331	ACSAS FNDTN FOR EDUCL ADMIN	MEMBERSHIP ACSAS	HUMAN RESOURCES	3,416.23			
2250332	ACSAS FNDTN FOR EDUCL ADMIN	MEMBERSHIP ACSAS	HUMAN RESOURCES	1,534.49			
2250333	ATKINSON-ANDELSON-LOYA-RUUD-ROM O	LEGAL SERVICES	BUSINESS SERVICES	50,000.00			
2250334	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - READING AND WRITING PROJECT	STUDENT SUPPORT & ACCOUNTABILITY	53,956.00			
2250335	SOUTH BAY FENCE INC	GATE REPAIRS AT NICOLOFF	MAINTENANCE	650.00			
2250336	COX COMMUNICATIONS, INC.	MOBILE INTERNET	STUDENT SUPPORT & ACCOUNTABILITY	100,000.00			
2250337	OFFICE DEPOT	OFFICE SUPPLIES	HUMAN RESOURCES	69.16			
2250338	UNIV CALIF SAN DIEGO	COVID TESTING	HUMAN RESOURCES	50,000.00			
2250339	CDW GOVERNMENT	TV MONITOR	STUDENT SUPPORT & ACCOUNTABILITY	848.04			
2250340	HEINEMANN PUBLISHING	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	1,752.55			
2250341	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	CENTRAL	78.17			
2250342	AMAZON CAPITAL SERVICES, INC.	BATTERY	MENDOZA	10.76			
2250343	AMAZON CAPITAL SERVICES, INC.	SHADE	TECHNOLOGY SERVICES	108.74			
2250344	SAN DIEGO COUNTY SUPT OF SCHOOLS	PROFESSIONAL DEVELOPMENT	STUDENT SUPPORT & ACCOUNTABILITY	14,595.00			
2250345	QUADIENT LEASING USA, INC	POSTAGE MACHINE	BUSINESS SERVICES	2,431.20			

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2250346	LEARNING GENIE INC	LICENSING FOR LEARNING GENIE	VIP PRESCHOOL	16,431.00			
2250347	OFFICE & ERGONOMIC SOLUTIONS, INC	CHAIR	FISCAL SERVICES	409.62			
2250348	AMAZON CAPITAL SERVICES, INC.	OFFICE AND SCHOOL SUPPLIES	NESTOR	1,398.17			
2250349	AMAZON CAPITAL SERVICES, INC.	BOOKS	BERRY	645.12			
2250350	AMAZON CAPITAL SERVICES, INC.	OFFICE CHAIR	BAYSIDE	141.36			
2250351	WAXIE	CUSTODIAL SUPPLIES	VIP PRESCHOOL	133.01			
2250352	WAXIE	CUSTODIAL SUPPLIES	BUSINESS SERVICES	262.12			
2250353	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	390.09			
2250354	SOUTHWEST SCHOOL SUPPLY	PE SUPPLIES	IMPERIAL BEACH	228.41			
2250355	KEENAN & ASSOCIATES	INSURANCE	BUSINESS SERVICES	5,162.50			
2250356	DAVIS DEMOGRAPHICS & PLANNING	DEMOGRAPHICS	FISCAL SERVICES	14,250.00			
2250357	ACSAS FNDTN FOR EDUCL ADMIN	ACSA MEMBERSHIP	HUMAN RESOURCES	2,033.44			
2250358	CITY OF SAN DIEGO	MAINT FEE AT HOWARD LANE PARK	MAINTENANCE	9,866.08			
2250359	SOUTHCOAST MOBILE WASH	VEHICLE WASHING	TRANSPORTATION	7,000.00			
2250360	REBECCA MARGOLIS	INSURANCE REIMB	BUSINESS SERVICES	1,597.40			
2250361	BARBARA DICKINSON	INSURANCE REIMB	BUSINESS SERVICES	13,000.00			
2250362	ACADEMIC SUPPLIER	PRINTER	HUMAN RESOURCES	504.81			
2250363	PEACEFUL PLAYGROUNDS INC	PE SUPPLIES	SUNNYSLOPE	6,036.42			
2250364	PEACEFUL PLAYGROUNDS INC	PE SUPPLIES	NICOLOFF	6,929.79			
2250365	PEACEFUL PLAYGROUNDS INC	PE SUPPLIES	SUNNYSLOPE	6,036.42			
2250366	PEACEFUL PLAYGROUNDS INC	PE SUPPLIES	CENTRAL	7,606.16			
2250367	SAN DIEGO COUNTY SUPT OF SCHOOLS	PROFESSIONAL DEVELOPMENT	CENTRAL	940.00			
2250368	SAN DIEGO COUNTY SUPT OF SCHOOLS	EQUITY PROFESSIONAL LEARNING	STUDENT SUPPORT & ACCOUNTABILITY	15,000.00			
2250369	SAN DIEGO COUNTY SUPT OF SCHOOLS	PROFESSIONAL DEVELOPMENT	STUDENT SUPPORT & ACCOUNTABILITY	3,290.00			
2250370	FREEFORM CLAY & SUPPLIES	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	326.53			

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2250371	BLICK ART MATERIALS	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	285.27	
2250372	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	15,914.41	
2250373	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	28,007.34	
2250374	HEINEMANN PUBLISHING	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	41,473.00	
2250375	POSITIVE PROMOTIONS	WATER BOTTLES	STUDENT SUPPORT & ACCOUNTABILITY	3,742.36	
2250376	SAN DIEGO COUNTY SUPT OF SCHOOLS	PROFESSIONAL DEVELOPMENT	STUDENT SUPPORT & ACCOUNTABILITY	1,550.00	
2250377	E.L. ACHIEVE, INC	SOFTWARE E.L. ACHIEVE	STUDENT SUPPORT & ACCOUNTABILITY	5,000.00	
2250378	FRONTLINE TECHNOLOGIES GROUP	FRONTLINE TIME & ATTENDANCE	HUMAN RESOURCES	8,829.37	
2250379	XEROX CORP	COPIER LEASE AND MAINTENANCE SERVICE	NESTOR LANGUAGE ACADEMY	10,005.68	
2250380	SCHOOL NURSE SUPPLY	MEDICAL SUPPLIES	SPECIAL EDUCATION	124.89	
2250381	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	PURCHASING	134.01	
2250382	AMAZON CAPITAL SERVICES, INC.	STUDENT SUPPLIES	BAYSIDE	456.66	
2250383	AMAZON CAPITAL SERVICES, INC.	CLASSROOM SUPPLIES	SUNNYSLOPE	59.40	
2250384	AMAZON CAPITAL SERVICES, INC.	CLASSROOM SUPPLIES	BERRY	103.14	
2250385	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	CENTRAL	272.91	
2250386	AMAZON CAPITAL SERVICES, INC.	INK	EXTENDED LEARNING	290.52	
2250387	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	MENDOZA	29.07	
2250388	AMAZON CAPITAL SERVICES, INC.	COMPUTER SUPPLIES	TECHNOLOGY SERVICES	137.59	
2250389	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	SUNNYSLOPE	23.69	
2250390	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	EMORY	1,179.77	
2250391	AMAZON CAPITAL SERVICES, INC.	CLASSROOM SUPPLIES	EMORY	129.25	
2250392	AMAZON CAPITAL SERVICES, INC.	MEDICAL SUPPLIES	EMORY	57.05	
2250393	AMAZON CAPITAL SERVICES, INC.	STUDENT SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	77.67	
2250394	MISSION JANITORIAL SUPPLIES	STOCK REPLACEMENT	WAREHOUSE	2,689.55	
2250395	MISSION JANITORIAL SUPPLIES	CUSTODIAL SUPPLIES	SUNNYSLOPE	137.22	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2021-2022

From Date:	07/14/2021	To Date:	08/17/2021	Threshold	\$1.00		
PO Number	Vendor	Description	For	Amount			
2250396	WAXIE	CUSTODIAL SUPPLIES	PENCE	186.05			
2250397	WAXIE	STOCK REPLACEMENT	WAREHOUSE	1,651.75			
2250398	OFFICE DEPOT	OFFICE SUPPLIES	HUMAN RESOURCES	62.79			
2250399	OFFICE DEPOT	OFFICE SUPPLIES	HUMAN RESOURCES	167.70			
2250400	OFFICE DEPOT	STOCK REPLACEMENT	WAREHOUSE	1,353.94			
2250401	SCHOOL SPECIALTY	STOCK REPLACEMENT	WAREHOUSE	167.92			
2250402	SOUTHWEST SCHOOL SUPPLY	STOCK REPLACEMENT	WAREHOUSE	975.37			
2250403	SOUTHWEST SCHOOL SUPPLY	STUDENT SUPPLIES	EMORY	112.06			
2250404	CDW GOVERNMENT	COMPUTER SUPPLIES	HUMAN RESOURCES	185.36			
2250405	CDW GOVERNMENT	MONITORS	STUDENT SUPPORT & ACCOUNTABILITY	966.85			
2250406	SUPPLY SOLUTIONS	PPE SUPPLIES	WAREHOUSE	1,667.97			
2250407	SCHMIDT FIRE PROTECTION	REPAIR FIRE SPINKLER AT BERRY	MAINTENANCE	2,613.00			
2250408	BOYS & GIRLS CLUB OF IMP BEACH	EXTENDED LEARNING PROGRAM	STUDENT SUPPORT & ACCOUNTABILITY	1,300,000.00			
2250409	BOYS & GIRLS CLUB OF IMP BEACH	EXTENDED LEARNING PROGRAM	STUDENT SUPPORT & ACCOUNTABILITY	200,000.00			
2250410	DOCUMENT TRACKING SERVICES	TRANSLATION SERVICES	STUDENT SUPPORT & ACCOUNTABILITY	5,000.00			
2250411	ANTI-DEFAMATION LEAGUE	PROFESSIONAL DEVELOPMENT	MENDOZA	4,500.00			
2250412	SHI-GOVERNMENT SOLUTIONS, INC.	ARUBA	TECHNOLOGY SERVICES	21,962.48			
2250413	MOSYLE CORPORATION	MOSYLE LICENSES	TECHNOLOGY SERVICES	316.02			
2250414	COMMUNICATIONS SUPPLY CORP	CABLES	TECHNOLOGY SERVICES	2,032.83			
2250415	BDJ TECH	COMPUTER SUPPLIES	TECHNOLOGY SERVICES	16,162.50			
2250416	GIGAKOM	SWITCHES	TECHNOLOGY SERVICES	85,764.07			
2250417	NATIONAL DEMOGRAPHICS CORP	DEMOGRAPHIC SERVICES	BUSINESS SERVICES	25,000.00			
2250418	STARFALL EDUCATION FOUNDATION	STARFALL LICENSE	VIP PRESCHOOL	270.00			
2250419	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	MAINTENANCE	148.89			
2250420	AMAZON CAPITAL SERVICES, INC.	STUDENT SUPPLIES	BERRY	103.14			

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2021-2022

From Date:	07/14/2021	To Date:	08/17/2021	Threshold	\$1.00		
PO Number	Vendor	Description	For	Amount			
2250421	AMAZON CAPITAL SERVICES, INC.	SCHOOL SUPPLIES	BAYSIDE	834.33			
2250422	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	1,431.09			
2250423	AMAZON CAPITAL SERVICES, INC.	FLASHLIGHTS	SUNNYSLOPE	92.16			
2250424	OFFICE & ERGONOMIC SOLUTIONS, INC	OFFICE CHAIR	FISCAL SERVICES	420.11			
2250425	ROMANS TRUCK	VEHICLE REPAIR	MAINTENANCE	875.26			
2250426	SUNBELT CONTROLS	HVAC CONTROLERS	MAINTENANCE	1,788.65			
2250427	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	MAINTENANCE	452.07			
2250428	SAMSARA NETWORKS INC	SAMSARA	MAINTENANCE	819.63			
2250429	XEROX CORP	COPIER LEASE AND MAINTENANCE SERVICE	NESTOR LANGUAGE ACADEMY	3,849.00			
2250430	AMAZON CAPITAL SERVICES, INC.	COMPUTER SUPPLIES AND BOOKS	TECHNOLOGY SERVICES	269.40			
2250431	POSITIVE PROMOTIONS	WATER BOTTLES	STUDENT SUPPORT & ACCOUNTABILITY	17,610.98			
2250432	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	65.43			
2250433	SAN JOAQUIN COUNTY OFFICE OF EDUC	EDJOIN SERVICES	HUMAN RESOURCES	1,165.50			
2250434	ATLAS ELEVATOR CO	WHEELCHAIR LIFT SERVICE	MAINTENANCE	8,000.00			
2250435	DLT SOLUTIONS, LLC	CAD LICENSE	MAINTENANCE	1,395.90			
2250436	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	79.68			
2250437	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	111.98			
2250438	HGT LANDSCAPE	CLEAN UP AT MENDOZA	FACILITIES	24,320.00			
2250439	CONNECT4KIDS PSYCHOLOGICAL SVC	ASSESSMENT SERVICES	SPECIAL EDUCATION	25,000.00			
2250440	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - CAMP AID	STUDENT SUPPORT & ACCOUTABILITY	250.00			
2250441	SCHOOL HEALTH CORP	MEDICAL SUPPLIES	PENCE	222.51			
2250442	FREEFORM CLAY & SUPPLIES	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	1,195.12			
2250443	FOLLETT SCHOOL SOLUTIONS, INC	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	2,842.07			
2250444	FOLLETT SCHOOL SOLUTIONS, INC	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	2,505.09			
2250445	STS- EDUCATION	LABELS FOR VISITOR MACHINE	PENCE	75.25			

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2021-2022

From Date: 07/14/2021		To Date: 08/17/2021		Threshold \$1.00	
PO Number	Vendor	Description	For	Amount	
2250446	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - BPIS TRAINING	CENTRAL	102.50	
2250447	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CUSTODIAL - DEEP CLEANING	BUSINESS SERVICES	360.00	
2250448	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CUSTODIAL - DEEP CLEANING	MAINTENANCE	1,971.00	
2250449	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - INSTR ASSIST	BAYSIDE	378.00	
2250450	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - CLERICAL HELP	BAYSIDE	724.50	
2250451	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - OFFICE/REGISTRATION	VIP PRESCHOOL	1,529.50	
2250452	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - PAYROLL TASK	FISCAL SERVICES	1,284.00	
2250453	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - CUSTODIAL CLEANING	EMORY	1,400.00	
2250454	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEUST - CERTIFICATED - PBIS	CENTRAL	51.25	
2250455	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - CUSTODIAL FOR CAMP	EXTENDED LEARNING	580.00	
2250456	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - CUSTODIAL HELP	NICOLOFF	96.00	
2250457	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - ARTIC MTN	SPECIAL EDUCATION	246.00	
2250458	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - SPED AIDE - SUB IA	SPECIAL EDUCATION	1,980.00	
2250459	CITY OF IMPERIAL BEACH	SEWER SERVICES	FACILITIES	36,555.43	
2250460	SOUTH BAY FENCE INC	FENCE AT SUNNYSLOPE	FACILITIES	8,875.00	
2250461	CALIF DEPT OF JUSTICE	FINGERPRINTING	HUMAN RESOURCES	6,000.00	
2250462	HEINEMANN PUBLISHING	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	6,135.91	
2250463	FOLLETT SCHOOL SOLUTIONS, INC	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	15,915.58	
2250464	WEATHERPROOFING TECHNOLOGIES, INC.	ROOFING MATERIALS FOR ED CENTER CONF ROOMS	FACILITIES	12,090.44	
2250465	HARTFORD GROUP BENEFITS DIVISION	LONG TERM DISABILITY INSURANCE	BUSINESS SERVICES	30,000.00	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2021-2022

From Date:	07/14/2021	To Date:	08/17/2021	Threshold	\$1.00		
PO Number	Vendor	Description	For	Amount			
2250466	GEM INDUSTRIAL ELECTRIC, INC.	INSTALL BENCH, MOVE DIRT, PATCH WALLS AT CENTRAL	FACILITIES	58,450.00			
2250467	OKAPI EDUCATIONAL PUBLISHING, INC.	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	22,407.60			
2250468	DELORES B. LINDSEY	FACILITATE MEETINGS	HUMAN RESOURCES	12,000.00			
2250469	LA JOLLA LEARNINGWORKS	SETTLEMENT AGREEMENT	SPECAIL EDUCATION	50,000.00			
2250470	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	468.61			
2250471	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	4,085.42			
2250472	BROADWAY AUTO ELECTRIC	VEHICLES PARTS	TRANSPORTATION	400.00			
2250473	LIBERTY PAPER	MASK DISPOSABLE	STUDENT SUPPORT & ACCOUNTABILITY	5,172.00			
2250474	LIBERTY PAPER	MASK DISPOSABLE	STUDENT SUPPORT & ACCOUNTABILITY	5,172.00			
2250475	SAN DIEGO POLICE DEPT	SAFETY PATROL T-SHIRTS	NESTOR	240.00			
2250476	CPM EDUCATIONAL PROGRAM	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	426.90			
2250477	MC GRAW-HILL GLOBAL EDUCATION	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	281.59			
2250478	GALLAGHER BENEFIT SERVICES, INC	COBRA SERVICES	BUSINESS SERVICES	8,000.00			
2250479	WAXIE	STOCK REPLACEMENT	WAREHOUSE	828.33			
2250480	SPICERS PAPER INC	STOCK REPLACEMENT	WAREHOUSE	21,836.20			
2250481	CDW GOVERNMENT	COMPUTER SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	62.62			
2250482	ACADEMIC SUPPLIER	TONER	STUDENT SUPPORT & ACCOUNTABILITY	359.88			
2250483	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	469.88			
2250484	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	161.52			
2250485	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	199.92			
2250486	AMAZON CAPITAL SERVICES, INC.	STUDENT SUPPLIES	CENTRAL	49.62			
2260008	DEH/COUNTY OF SAN DIEGO	HEALTH PERMIT	CHILD NUTRITION	404.00			
2260009	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	41,703.17			
2260010	HOLLANDIA DAIRY	DAIRY PRODUCTS FOR 2021-22 FISCAL YEAR	CHILD NUTRITION	490,000.00			

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2021-2022

From Date: 07/14/2021		To Date: 08/17/2021		Threshold \$1.00	
PO Number	Vendor	Description	For	Amount	
2260011	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	351.75	
2260012	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	9,132.50	
2260013	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	40,227.55	
2260014	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	7,510.76	
2260015	AMAZON CAPITAL SERVICES, INC.	KITCHEN SUPPLIES	CHILD NUTRITION	154.51	
2260016	P & R PAPER SUPPLY	STOCK REPLACEMENT	CHILD NUTRITION	4,302.63	
2260017	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	752.31	
2260018	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	4,750.00	
2260019	GOLD STAR FOODS	STATE AND STORAGE FEES	CHILD NUTRITION	764.65	
2260020	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	6,900.00	
2260021	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	272,000.00	
2260022	ROMANS TRUCK	REPAIRS	CHILD NUTRITION	397.36	
2260023	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	2,070.21	
2260024	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	16,591.43	
2260025	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CHILD NUTRITION ASSISTANTS	CHILD NUTRITION	1,050.00	
2260026	AMAZON CAPITAL SERVICES, INC.	SUPPLIES	CHILD NUTRITION	260.60	
2260027	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CHILD NUTRITION ASSISTANTS	CHILD NUTRITION	11.00	
2260028	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	225.05	
2260029	AMAZON CAPITAL SERVICES, INC.	SUPPLIES	CHILD NUTRITION	215.69	
2260030	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	8,309.59	
2260031	SPARKLETTS	WATER DISPENSERS RENTAL FEES	CHILD NUTRITION	150.00	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2021-2022

From Date: 07/14/2021		To Date: 08/17/2021	Threshold	\$1.00	
PO Number	Vendor	Description	For		Amount
2260032	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION		298.87
			Total POs:	408	Total Amount 5,587,451.32
End of Report					

South Bay Union School District

PO Board Report Fund Totals

Fiscal Year: 2021-2022

Fund	Description	Amount
0100	General Fund	4,478,522.93
0901	Charter Language Academy	75,867.71
0902	Charter Imperial Beach	20,648.42
1200	Child Development Fund 1206	9,428.62
1300	Cafeteria	908,533.64
2110	Building Fund	58,450.00
2519	Capital Facilities	36,000.00
	Total Amount	5,587,451.32
	End of Report	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2020-2021

From Date: 07/14/2021		To Date: 08/17/2021		Threshold	\$1.00
PO Number	Vendor	Description	For	Amount	
2151918	DANNIS WOLIVER KELLEY	LEGAL SERVICES	SUPERINTENDENT	3,520.00	
2151919	***PURCHASING CARD	PURHASING CARD	SPECIAL EDUCATION	4.99	
2151920	***PURCHASING CARD	PURCHASING CARD	TRANSPORTATION	439.93	
2151921	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - ESY	SPECIAL EDUCATION	12,300.00	
2151922	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - ESY	SPECIAL EDUCATION	13,440.00	
2151923	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - TESTING	NESTOR	512.50	
2151924	***PURCHASING CARD	PURCHASING CARD	HUMAN RESOURCES	735.75	
2151925	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - ESY	SPECIAL EDUCATION	4,920.00	
2151926	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - NURSE ESY	SPECIAL EDUCATION	2,460.00	
2151927	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - PROFESSIONAL DEV FOR NO EXCUSE	PENCE	132.00	
2151928	***PURCHASING CARD	PURCHASING CARD	SPEIAL EDUCATION	262.60	
2151929	***PURCHASING CARD	PURCHASING CARD	TECHNOLOGY SERVICES	417.20	
2151930	***PURCHASING CARD	PURCHASING CARD	NICOLOFF	154.50	
2151931	***PURCHASING CARD	PURCHSING CARD	BUSINESS SERVICES	1,301.15	
2151932	SIERRA SCHOOLS OF SAN DIEGO	NON PUBLIC STUDENT SERVICES	SPECIAL EDUCATION	15,066.00	
2151933	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - EDLIO WEB TRAINING	IMPERIAL BEACH	66.00	
2151934	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - ESY	SPECIAL EDUCATION	4,920.00	
2151935	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CLASSIFIED - FILE MGNT	SPECIAL EDUCATION	1,358.00	
2151936	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - ANTIGEN TESTING	SPECIAL EDUCATION	205.00	
2151937	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - CERTIFICATED - SESSION ED	SPECIAL EDUCATION	307.50	
2151938	***PURCHASING CARD	PURCHASING CARD	SUPERINTENDENT	9,279.63	
2151939	***PURCHASING CARD	PURCHASING CARD	SUNNYSLOPE	136.28	
2151940	***PURCHASING CARD	PURCHASING CARD	NESTOR	1,234.88	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2020-2021

From Date: 07/14/2021 To Date: 08/17/2021 Threshold \$1.00

PO Number	Vendor	Description	For	Amount
2151941	K.I.D.S THERAPY ASSOCIATES INC	OT SERVICES	SPECIAL EDUCATION	2,557.50
2160153	***PURCHASING CARD	PURCHASING CARD	CHILD NUTRITION	439.95
			Total POs: 25 Total Amount	76,171.36

End of Report

South Bay Union School District

PO Board Report Fund Totals

Fiscal Year: 2020-2021

Fund	Description	Amount
0100	General Fund	73,918.03
0901	Charter Language Academy	1,747.38
0902	Charter Imperial Beach	66.00
1300	Cafeteria	439.95
	Total Amount	76,171.36
	End of Report	

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Janea Marking, Assistant Superintendent, Business Services
SUBJECT: Change Order

BACKGROUND INFORMATION

During the process of installing new irrigation at Pence, it was determined that a new irrigation controller would be needed.

CURRENT CONSIDERATIONS

The approval of this Change Order will ensure proper irrigation time for the new sod that was installed.

IMPACT ON STUDENT ACHIEVEMENT

There is no impact on student achievement related to this item.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

This item will increase the cost of the project by \$1,328.77.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the Change to Bid 321 regarding the field at Pence School.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Janea Marking, Assistant Superintendent, Business Services
SUBJECT: Memorandum of Understanding - SWTA

BACKGROUND INFORMATION

As challenges of the COVID-19 pandemic continue to impact schools, the negotiations teams met to discuss a continuation of the 2020-21 Certificated Evaluations Memorandum of Understanding for an additional school year.

CURRENT CONSIDERATIONS

The signed Memorandum of Understanding is attached as an Exhibit.

IMPACT ON STUDENT ACHIEVEMENT

Evaluations are an important part of an ongoing feedback and growth model that supports employees in performing their duties well. Students benefit from that process as employees constantly strive to deliver the best experience for academic achievement.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

There are no financial implications related to this item.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval/ratification of the Memorandum of Understanding with SWTA regarding certificated evaluations for 2021-2022.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval/ratification.

ATTACHMENTS:

Description	Upload Date	Type
MOU	8/20/2021	Exhibit

**Memorandum of Understanding between
Southwest Teachers Association and South Bay Union School District
Extension of November 20, 2020 Memorandum of Understanding
Regarding Article 12, Evaluations**

August 12, 2021

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement to continue and extend the November 20, 2020 Memorandum of Understanding Regarding Article 12, Evaluations (Evaluation MOU) for the 2021-2022 school year, through June 30, 2022 with the provisions set forth below:

1. Unit members with permanent status who have been employed with the district for at least ten years and have been evaluated at least once in the past five years with a rating of satisfactory, effective or innovative will not be evaluated this year. A copy of the evaluation or documentation that the unit member participated in the evaluation process (including, but not limited to: the goal setting conference, informal classroom walkthrough observation, observation log, or mid-year evaluation report) is to be provided by the unit member, within 5 calendar days of a request, in the event of an eligibility dispute. Eligibility shall be determined by the Executive Director of Human Resources.

For the 2021-22 school year, all other permanent unit members required to be evaluated pursuant to Ed Code 44664, who are not in the Advisory or Structured Intervention Track, will be evaluated utilizing the attached Reflective Tool. Nothing in this language precludes unit members from voluntarily participating.

Any unit member currently participating in the Advisory or Structured Intervention Track will continue with set goals and timelines as already established during the 2021-22 school year.

All temporary and probationary unit members will be evaluated as set forth below in numbers 2 - 6.

2. The goal setting meeting described in CBA section 12.3.1(a) shall be scheduled and held no later than October 29, 2021. The unit member shall complete the Educator Self Reflection Tool described in CBA section 12.3.1(b) prior to the goal setting meeting.
3. CBA section 12.3.1(c) provides as follows:

“Selection of three (3) focus elements, two that have been pre-selected by the district and one mutually agreed upon, and the development of one specific, measurable, attainable, relevant and time-bound (SMART) goals mutually agreed upon for each. Evidence used to measure SMART goals shall be determined by the unit member.”

For 2021-2022 evaluations, there shall be two (2) goals. The District selected goal shall be 5.4 (CSTP) and the unit member shall select the other goal.

4. CBA section 12.3.2(d) provides as follows:

There will be at least five (5) informal walkthrough observations spread equally per trimester however, informal walkthrough observations shall be reasonably related to the principle objectives stated in 12.1.

For 2021-2022 evaluations, the evaluator may conduct up to four (4) informal walkthrough observations, related to evaluation goals, during the school year unless additional walkthroughs are mutually agreed to by the unit member. Nothing precludes informal walkthroughs for other purposes.

5. Scheduled observations, as described in CBA sections 12.3.3, 12.4.1.2-12.4.1.3, shall occur between November 01, 2021 and January 28, 2021 The Mid-Year conference and report, as described in CBA section 12.3.3.3 shall be completed prior to March 01, 2022.

6. Form B shall be used for goal setting, Form D shall be used for the summative documentation and Form E shall be used for documenting walkthroughs. Other forms referenced in Article 12 need not be completed except as required in this MOU.

7. This MOU shall be effective upon the signature of representatives of both parties, and shall continue in effect for the duration of the 2021-2022 school year.



Brenda Robles
SWTA



Janea Marking
District

Date: 8/12/2021

Date: 08/12/2021

SBUSD Certificated Reflective Growth Tool

2021-2022 Cycle

Given the unique circumstances of teaching during a pandemic, the following reflective tool was created to provide certificated staff with the opportunity to reflect and grow during the 2021-2022 school year. Please complete the following form and submit to your supervisor by February 25, 2022. The purpose of this tool is to reflect upon professional goals for the school year. Your supervisor will read your reflection and be available to support you in your goal.

Name	
School/Grade/Position	
Greatest professional challenges	<input type="checkbox"/> Technology use <input type="checkbox"/> Instructional techniques/strategies <input type="checkbox"/> Student engagement/participation/progress <input type="checkbox"/> Furthering curricular objectives <input type="checkbox"/> Classroom management <input type="checkbox"/> New platforms <input type="checkbox"/> Collaboration with colleagues <input type="checkbox"/> New learning
Most meaningful collaboration with colleagues	<input type="checkbox"/> Grade-level planning and/or grade-level PLC <input type="checkbox"/> Site Leadership Team <input type="checkbox"/> Cross grade-level meetings <input type="checkbox"/> Educators across the county <input type="checkbox"/> Working with Teachers on Special Assignment (TOSA) <input type="checkbox"/> District Committees <input type="checkbox"/> Site Committees
Professional development attended	<input type="checkbox"/> Recovery Training <input type="checkbox"/> Supporting English Learners in Distance Learning <input type="checkbox"/> Supporting Social-Emotional Learning and Mental Health <input type="checkbox"/> Measuring and Monitoring Student Progress <input type="checkbox"/> Rigorous and High-Quality Online Teaching and Learning <input type="checkbox"/> Technical Support for Learning and Collaboration Platforms <input type="checkbox"/> Maximizing Digital Content to Support Student Learning and to Support Learning Loss <input type="checkbox"/> Using District Adopted Curricular Materials in Distance Learning and Blended Learning <input type="checkbox"/> Implementing IEPs and Special Education Services in Distance Learning and Blended Learning <input type="checkbox"/> Site-based PD - _____ _____ <input type="checkbox"/> Other - _____ _____

<p>Collaboration opportunities engaged in with site or District administrators</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Zoom staff meetings <input type="checkbox"/> Grade-level meetings/PLCs <input type="checkbox"/> Administrator lead PLC <input type="checkbox"/> Site committees <input type="checkbox"/> District committees <input type="checkbox"/> Classroom observations/coaching <input type="checkbox"/> IEPs and/or SSTs <input type="checkbox"/> Support staff or specialist meetings
<p>Reflect on your greatest learnings and accomplishments</p>	
<p>Reflect on your ability to implement instructional techniques/strategies, curricular objectives and classroom management during this unique year</p>	
<p>Goal for the remainder of the school year</p>	
<p>Certificated Signature/Date</p>	
<p>Supervisor Signature/Date</p>	

This document can be converted to a PDF, signed, and sent electronically to limit in-person contact.

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

ATTACHMENTS:

Description	Upload Date	Type
Certificated	8/20/2021	Exhibit
Classified	8/20/2021	Exhibit
Certificated Addendum	8/26/2021	Exhibit
Classified Addendum	8/26/2021	Exhibit

**SOUTH BAY UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING – 8/26/2021
CERTIFICATED PERSONNEL ACTIVITY LIST**

Approve/Ratify Employment – Temporary Contract

Name	Position	Salary	Effective Date
Kelly, Maureen	IMPACT Teacher- BA	TBD	8/27/2021
Lamb, Sarah	IMPACT Teacher-CE	TBD	8/27/2021
Medina, Samantha	IMPACT Teacher-NI	TBD	8/27/2021
Robledo Garcia, Maira	IMPACT Teacher- NE	TBD	8/27/2021
Salazar, Eugenia	IMPACT Teacher- BA	TBD	8/27/2021
Tizzard, Jennifer	IMPACT Teacher- PE	TBD	8/27/2021

Approve/Ratify Employment – Guest Teachers/Extra Help/Day-to-Day

Name	Position	Salary	Effective Date
Price, Jennifer	Substitute Teacher	\$280/day	8/20/2021
Weaver, Della	Substitute Teacher	\$280/day	8/20/2021
Zazueta, Elva	Substitute Teacher	\$280/day	8/20/2021

Approve/Ratify Employment – Probationary Contract

Name	Position	Salary	Effective Date
Gillingham, Amy	School Psychologist	TBD	8/27/2021
Lara, Misty	School Psychologist	TBD	8/27/2021

Approve/Ratify Employment

Name	Position	Salary	Effective Date
Gonzalez, Jennifer	Preschool Teacher	TBD	9/2/2021
Hernandez, Alejandro	Preschool Teacher	TBD	9/2/2021
Williams, Kia	Teacher	TBD	8/9/2021
600537	Released	N/A	8/18/2021

Request for Leave of Absence – Recommended Approval

Name	Position	Reason	Beginning Date	Ending Date
Aguilar, Corey	Preschool Teacher-VIP	Personal	08/18/2021	02/18/2021

**SOUTH BAY UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING – 8/26/201**

CLASSIFIED PERSONNEL ACTIVITY LIST

Approve/Ratify Employment

Name	Position	Site	Salary	Effective Date
Aguirre, Maria	Sup. Asst	Sunnyslope	13/1	8/27/2021
Alatorre, Juan	Custodian-ESSER	Nicoloff	25/1	8/27/2021
Castorena, Christian	Sup. Asst- ESSER	Central	13/1	8/27/2021
Cebberos, Jaime	Behav. Int. Asst	Nicoloff	25/1	8/27/2021
Copeland, Justin	Custodian-ESSR	Pence	25/3	8/27/2021
Elizalde, Jorge	Custodian-ESSER	Emory	25/1	8/27/2021
Flores, Marisol	Sup. Asst (permanent)	Bayside	13/1	8/27/2021
Gonzalez, Angel	Sup. Asst-ESSR	Central	13/1	8/27/2021
Green, Catrina	Sup. Asst-ESSER	IBCS	13/1	TBD
Henry, Walter	Custodian-ESSER	Sunnyslope	25/1	8/27/2021
Hernando, Alaine	Sup Asst-ESSR	Emory	13/1	8/27/2021
Hernandez, Lourdes	Sup. Asst (permanent)	Pence	13/1	8/27/2021
Jacobson, Melissa	Custodian- ESSR	Bayside	25/2	8/17/2021
Lamas, Erika	Sup Asst- ESSR	Bayside	13/1	8/27/2021
Meza, Aurora	Sup. Asst-ESSER	Nicoloff	13/1	8/27/2021
Ortiguerra, Amerae	Sup Asst-ESSR	Emory	13/1	8/27/2021
Padilla, Marco	Custodian- ESSR	Bayside	25/1	8/27/2021
Provecio, Gabriel	Custodian-ESSER	District Office	25/1	TBD
Smith, Jocabed	Sup. Asst-ESSER	IBCS	13/1	TBD
Tirado, Carina	HR office assistant-ESSER	HR	TBD	8/31/2021
Vejar, Nicole	Sup. Asst- ESSR	Nicoloff	13/1	8/27/2021
Viveros, Angel	Custodian- ESSR	Sunnyslope	25/1	8/27/2021

Approve/Ratify Promotion

Name	Position	Site	Salary	Effective Date
Amezcuca, Vicente	Irrigation Specialist	Facilities	TBD	8/23/2021
Allsopp, Stephanie	Administrative Secretary	Bus. Services	TBD	9/13/2021
Plascencia, Guadalupe	IMRT	Emory	TBD	8/27/2021

Request for Leave of Absence – Recommended Approval

Name	Position	Reason	Beginning Date	Ending Date
Granado- Arellano, Cynthia	Sp. Ed Inst Asst	Personal Reasons	8/2/2021	11/2/2021

Resignation/Retirement Accepted by Superintendent (For Information Only)

Name	Position	Site	Submission Date	Acceptance Date	Effective Date
Aguilar, Josue	Custodian	PE	7/28/2021	7/31/2021	7/28/2021
Duenas, George	Behavior	Sp. Ed	7/22/2021	7/25/2021	7/23/2021
Kinz, Cheryl	Sp. Ed Inst Asst	ON	7/30/2021	8/2/2021	8/13/2021
Martinez, Martha	Sp. Ed IA	VIP	7/28/2021	7/31/2021	8/10/2021

Transfers, Lateral Transfers, and other Personnel Actions (For Information Only)

Name	Action	Effective Date
Ortiguerra, Nerizza	Lateral (added more hours)	8/4/2021
Manzanarez, Jonathan	Lateral (added more hours)- Sunnyslope	8/9/2021

**SOUTH BAY UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING – 8/26/2021
CERTIFICATED PERSONNEL ACTIVITY LIST**

Approve/Ratify Employment – Temporary Contract

Name	Position	Salary	Effective Date
Lamb, Sarah	IMPACT Teacher-CE	TBD	TBD
Medina, Samantha	IMPACT Teacher-NI	IV/1	8/27/2021
Robledo Garcia, Maira	IMPACT Teacher- NE	TBD	8/27/2021
Rodriguez, Gabrielle	IMPACT Teacher- BE	1/1	8/27/2021
Romero, Omar	IMPACT Teacher-BE	1/1	8/27/2021
Salazar, Eugenia	IMPACT Teacher- BA	1/2	8/27/2021
Tizzard, Jennifer	IMPACT Teacher- PE	TBD	8/27/2021

Approve/Ratify Employment – Guest Teachers/Extra Help/Day-to-Day

Name	Position	Salary	Effective Date
Price, Jennifer	Substitute Teacher	\$280/day	8/20/2021
Weaver, Della	Substitute Teacher	\$280/day	8/20/2021
Zazueta, Elva	Substitute Teacher	\$280/day	8/20/2021

Approve/Ratify Employment – Probationary Contract

Name	Position	Salary	Effective Date
Gillingham, Amy	Teacher- CE	TBD	8/30/2021
Lara, Mitzy	School Psychologist	TBD	8/27/2021

Approve/Ratify Employment

Name	Position	Salary	Effective Date
Maurice, Cherie	Preschool Coach - ESSER	TBD	
Gonzalez, Jennifer	Preschool Teacher	TBD	9/2/2021

Griffith, Kyle	Asst. Principal-EM	TBD	8/27/2021
Hernandez, Alejandro	Preschool Teacher	TBD	9/2/2021
Willams, Kia	Teacher	TBD	8/9/2021
600537	Released	N/A	8/18/2021

Request for Leave of Absence – Recommended Approval

Name	Position	Reason	Beginning Date	Ending Date
Aguilar, Corey	Preschool Teacher-VIP	Personal	08/18/2021	02/18/2021

**SOUTH BAY UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING – 8/26/201**

CLASSIFIED PERSONNEL ACTIVITY LIST

Approve/Ratify Employment

Name	Position	Site	Salary	Effective Date
Aguirre, Maria	Sup. Asst	Sunnyslope	13/1	8/27/2021
Alatorre, Juan	Custodian-ESSER	Nicoloff	25/1	8/27/2021
Angeles Chacon, Dina	Sup. Asst-ESSER	Berry	13/1	8/27/2021
Castorena, Christian	Sup. Asst- ESSER	Central	13/1	TBD
Cebberos, Jaime	Behav. Int. Asst	Nicoloff	25/1	8/27/2021
Copeland, Justin	Custodian-ESSER	Pence	25/3	8/27/2021
Elizalde, Jorge	Custodian-ESSER	Emory	25/1	8/27/2021
Flores, Marisol	Sup. Asst (permanent)	Bayside	13/1	8/27/2021
Galicia, Omar	Custodian-ESSER	Berry	25/1	8/27/2021
Gonzalez, Angel	Sup. Asst-ESSER	Central	13/1	TBD
Gonzalez, Yarilys	Sup. Asst- ESSER	Bayside	13/1	TBD
Green, Catrina	Sup. Asst-ESSER	IBCS	13/1	TBD
Henry, Walter	Custodian-ESSER	Sunnyslope	25/1	8/27/2021
Hernando, Alaine	Sup Asst-ESSER	Emory	13/1	8/27/2021
Hernandez, Leticia	Sup Asst- ESSER	Nestor	13/1	TBD
Hernandez, Lourdes	Sup. Asst (permanent)	Pence	13/1	8/27/2021
Jacobson, Melissa	Custodian- ESSER	Bayside	25/2	8/17/2021
Lamas, Erika	Sup Asst- ESSER	Bayside	13/1	8/27/2021
Macias, Ana	Sup. Asst-ESSER	Pence	13/1	8/27/2021
Meza, Aurora	Sup. Asst-ESSER	Nicoloff	13/1	8/27/2021
Morales, Felipe	Behavior Inst. Asst	Sped	TBD	TBD
Ortiguerra, Amerae	Sup Asst-ESSER	Emory	13/1	8/27/2021
Padilla, Marco	Custodian- ESSER	Bayside	25/1	8/27/2021
Perez, Raul (recall from L)	Behavior Inst. Asst	VIP	22/2	9/2/2021
Provecio, Gabriel	Custodian-ESSER	District Office	25/1	TBD
Smith, Jocabed	Sup. Assy-ESSER	IBCS	13/1	TBD
Tirado, Carina	HR office assistant-ESSER	HR	TBD	TBD
Vejar, Nicole	Sup. Asst- ESSER	Nicoloff	13/1	8/27/2021
Viveros, Angel	Custodian- ESSER	Sunnyslope	25/1	TBD

Approve/Ratify Additional hours

Name	Position	Hours	Effective Date
Breid, Daniela	Sup. Asst	Add 0.75 ESSER	7/23/2021
Ceballos, Lucia	Sup. Asst	Add 2.00 ESSER	7/23/2021
Corona, Laura	Sup. Asst	Add 0.75 ESSER	7/23/2021
Corral, Mara	Sup. Asst	Add 1.00 ESSER	7/23/2021
Flores, Yira	Sup. Asst	Add 0.75 ESSER	7/23/2021
Garcia, Stella	Sup. Asst	Add 0.75 ESSER	7/23/2021
Gonzalez, Marina	Sup. Asst	Add 0.25 ESSER	7/23/2021
Gonzalez Lopez, Jennifer	Sup. Asst	Add 0.50 ESSER	7/23/2021
Guerrero, Carmen	Sup. Asst	Add 0.50 ESSER	7/23/2021
King, Ruby	Sup. Asst	Add 0.25 ESSER	7/23/2021
Lopez, Josefina	Sup. Asst	Add 0.25 ESSER	7/23/2021
Lopez, Ulysses	Sup. Asst	Add 1.50 ESSER	7/23/2021
Martinez, Stephanie	Sup. Asst	Add 0.50 ESSER	7/23/2021
Martinez, Stephanie	Sup. Asst	Add 1.00 ESSER	7/23/2021
Medina, Sabina	Sup. Asst	Add 1.00 ESSER	7/23/2021
Medina, Sabina	Sup. Asst	Add 0.25 ESSER	7/23/2021
Monge Salazar, Alba	Sup. Asst	Add 0.50 ESSER	7/23/2021
Ortiguerra, Nerizza	Sup. Asst	Add 1.00 ESSER	7/23/2021
Roman, Maribel	Sup. Asst	Add 0.50 ESSER	7/23/2021
Salisbury, Peter	Sup. Asst	Add 1.25 ESSER	7/23/2021
Sandoval Aguayo, Nancy	Sup. Asst	Add 1.50 ESSER	7/23/2021
Solorio, Rebeca	Sup. Asst	Add 0.50 ESSER	7/23/2021
Solorio, Rebeca	Sup. Asst	Add 0.50 ESSER	7/23/2021
Tapia, Candice	Sup. Asst	Add 0.75 ESSER	7/23/2021

Approve/Ratify Promotion

Name	Position	Site	Salary	Effective Date
Amezcuca, Vicente	Irrigation Specialist	Facilities	TBD	8/23/2021
Allsopp, Stephanie	Administrative Secretary	Bus. Services	36/7	9/13/2021
Cardoso, Vicky	Buyer	Purchasing	TBD	8/18/2021
Plascencia, Guadalupe	IMRT	Emory	27/4	8/27/2021

Request for Leave of Absence – Recommended Approval

Name	Position	Reason	Beginning Date	Ending Date
Granado- Arellano, Cynthia	Sp. Ed Inst Asst	Personal Reasons	8/2/2021	11/2/2021

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Name	Position	Site	Submission Date	Acceptance Date	Effective Date
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Duenas, George	Behavior	Sp. Ed	7/22/2021	7/25/2021	7/23/2021

Kinz, Cheryl	Sp. Ed Inst Asst	ON	7/30/2021	8/2/2021	8/13/2021
Martinez, Martha	Sp. Ed IA	VIP	7/28/2021	7/31/2021	8/10/2021

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Manzanarez, Jonathan	Lateral (added more hours)- Sunnyslope	8/9/2021

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Tom Bevilacqua, Interim Executive Director, Human Resources
SUBJECT: Agreement with CSU, Northridge

BACKGROUND INFORMATION

Each year, the District places student teachers in the classrooms of designated Master Teachers for practice teaching. The placement of student teachers requires a written agreement with the college/university. All monies paid by the college/university for this service are paid to the Master Teacher(s) as required by Article 16 of the SWTA Collective Bargaining Agreement.

CURRENT CONSIDERATIONS

Recently, we received a proposed agreement (Exhibit) from CSU, Northridge to place clinical training program students for their Master of Science degree in Communication Disorders and Sciences, Emphasis in Speech-Language Pathology and Audiology, effective August 1, 2021 for a period of three years.

IMPACT ON STUDENT ACHIEVEMENT

Student teacher agreements give permanent teachers the opportunity to instruct and mentor individuals for purposes of providing students with a quality education.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

There are no financial implications related to this item.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the Clinical Practicum Agreement with CSU, Northridge.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description	Upload Date	Type
Agreement	8/19/2021	Exhibit



CLINICAL PRACTICUM AGREEMENT

This Agreement is between South Bay Union School District _____, (“Clinical Site”) and The Trustees of the California State University on behalf of California State University, Northridge (“University”), and is effective as of 08/01/2021.

A. Clinical Site is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a fully accredited program offering a **Master of Science Degree in the field of Speech Language Pathology and Audiology**. The graduate program’s accreditation is under the standards of the Western Association of Schools and Colleges; and, the Council on Academic Accreditation of the American Speech-Language-Hearing Association (ASHA).

C. The purpose of this agreement is to provide the graduate training for the Master of Science degree and/or Speech Language Pathology Assistant in Communication Disorders and Sciences, emphasis in Speech-Language Pathology and Audiology. The parties will both benefit by making a clinical training program (“Program”) available to University students at Clinical Site.

The parties agree as follows:

I. UNIVERSITY’S RESPONSIBILITIES

A. Student Application. The student shall file an Application for Clinical Privileges. Pertinent information, which shall include the student’s name, address, and telephone number, shall be sent to the clinical site. Clinical Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the clinical site supervisor of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Department Faculty. University shall assign members of the department’s faculty or University’s Clinical Director or University’s Distance Learning Coordinator to provide professional mentoring and advice to the Clinical Site’s Program Supervisor through the term of this agreement in order to assist in the education of the student.

D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

1) Complying with Clinical Site's clinical and administrative policies, procedures, rules and regulations;

2) Arranging for his/her own transportation and living arrangements;

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Clinical Site;

4) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

c) Clinical Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with Clinical Site's dress code and wearing name badges identifying themselves as students.

6) Insurance requirements. See Section 5, Paragraph B.

F. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Clinical Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

II. CLINICAL SITE RESPONSIBILITIES

A. Clinical Experience. Clinical Site shall accept from University the student and shall provide the student with supervised clinical experience, meeting the ASHA requirements and any state licensure laws, as applicable.

B. Records and Evaluations. Clinical Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Clinical Site may request that University withdraw from the program any student whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Clinical Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical or surgical care to any student.

E. Clinical Site's Confidentiality Policies. As trainees, students shall be considered members of Clinical Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Clinical Site shall provide students with substantially the same training that it provides to its regular employees.

F. Clinical Supervisor Requirements. Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

1) Allocation of sufficient time to directly observe a minimum of twenty five (25) percent of treatment and assessment sessions of a client or groups of clients by the student during the supervised practicum.

2) Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion periodically during the course of supervision.

3) Allocation of sufficient time for the Clinical Site Supervisor to communicate with the University's Distance Learning Clinical Director.

4) Allocation of specific time in order to be present at the clinical site during the period that the student will be providing clinical services under this agreement.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF UNIVERSITY AND CLINICAL SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Clinical Site's "workforce" for purposes of HIPAA compliance.

V. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Clinical Site. University shall provide Clinical Site with evidence of the insurance required under this paragraph upon request of the Clinical Site. University shall promptly notify Clinical Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. Student Insurance. School shall require that during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than \$1 million each claim, \$3 million policy aggregate, on a claim made basis including three (3) years extended reporting period. In addition, University shall require that student procures and maintains in force health insurance coverage throughout the term of the student's clinical practica at the Clinical Site.

C. Clinical Site Insurance. Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to University. Clinical Site shall provide University with evidence of the insurance required under this paragraph upon request of the University. Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Clinical Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Clinical Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Clinical Site's sole negligence, or in proportion to the Clinical Site's comparative fault.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph F, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

I. Pediatric Placements. All pediatric placement contracts will incorporate Exhibit A as part of this agreement.

J. COVID19. Clinical Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Clinical Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Clinical Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Clinical Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Clinical Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY

California State University, Northridge
Purchasing & Contract Administration
18111 Nordhoff Street
Northridge, CA 91330-8231

Phone: 818-677-2069

Email: mariamelissa.atienza@csun.edu

Signature By: _____

Name: Maria Melissa Y. Atienza
Title: Contracts Specialist, Purchasing &
Contract Administration

Date: _____

CLINICAL SITE

South Bay Union School District

Name of Site

601 Elm Ave

Street Address

Imperial Beach, CA 92132

City and State

Phone #: 619-628-1690

E-Mail _____

Signature By: _____

Print Name: Tom Bevilacqua

Print Title: Interim Executive Director HR

Date: 08/12/21

Department of Communication Sciences & Disorders

College of Health and Human Development

18111 Nordhoff Street

Northridge, CA 91330-8279

Attn: **Rosie Quezada, Diana Cabral, Yvonne Carrillo**
Janice Woolsey, Sarah Cathcart

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

August 26, 2021

TO: Katie McNamara, Ed.D., Superintendent
FROM: Tom Bevilacqua, Interim Executive Director, Human Resources
SUBJECT: Temporary Classified Substitute Daily Premium

BACKGROUND INFORMATION

South Bay, along with many south county districts, has been experiencing a shortage of Classified Custodial, Maintenance, and Landscaping Substitutes. Many times, substitutes who accept an assignment do not report or cancel at the last minute because they receive a call from another district, which offers more pay. Added incentives have worked in other districts to attract and assure that substitutes will report when called. Like many south county districts, we have implemented a temporary premium for teachers, due to COVID. Therefore, we would like to also recommend a premium incentive in order to retain Classified Substitutes for the current school year.

CURRENT CONSIDERATIONS

We are recommending a temporarily premium of \$100/day in addition to the actual hours worked at the designated pay rate to Classified Custodial, Maintenance, and Landscaping Substitutes effective July 1, 2021-December 31, 2021. The funding for this premium will come from a \$500,000 COVID sub leave account to cover the need from July-December 31, 2021. The Executive Team will meet to review the need to extend this premium incentive/availability of funds. Additionally, if a site schedules "extra" time for Classified Custodial, Maintenance, and Landscaping Substitutes, the site will cover the hours worked and base sub hourly rate and the COVID funds will cover the additional premium of \$100/day.

IMPACT ON STUDENT ACHIEVEMENT

Our priorities focus on dramatically increasing student achievement, having a strong organizational culture, and being fiscally responsible. In order to provide safe and clean learning environments for our students, we need staff to work and cover absences. This item allows us to offer a competitive premium incentive to maintain a strong pool of Classified Custodial, Maintenance, and Landscaping Substitutes.

FINANCIAL IMPLICATIONS AND FUNDING SOURCE

The financial impact to the District for additional premium compensation for Classified Substitutes is unknown for the period indicated as it is based on need. COVID-19 funds will cover these costs and there will be no additional impact to the General Fund.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of an additional temporary premium of \$100/day in addition to the hours worked at the designated rate of pay for Classified Custodial, Maintenance, and Landscaping Substitutes effective July 1, 2021-December 31, 2021, subject to extension based on Executive Team recommendation/availability of funds.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available